

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions and interpretations commencing on page 16 of this Circular apply throughout this entire document, including the cover page, except where the context indicates a contrary intention.

This document is important and should be read in its entirety with particular attention to the section entitled: "Action Required by Interwaste Shareholders", which commences on page 6 of this Circular.

If you are in any doubt as to what action you should take, please consult your Broker, banker, legal adviser, CSDP or other professional adviser immediately. If you have disposed of all your Interwaste Shares, then this Circular, together with the accompanying notice convening the Scheme Meeting, form of proxy (*yellow*) and form of election, surrender and transfer (*blue*), should be forwarded to the purchaser of such Interwaste Shares or to the Broker, banker, CSDP or other agent through whom the disposal was effected.

Interwaste does not accept responsibility, and will not be held liable, for any action of, or omission by, any CSDP, Broker, banker or other intermediary including, without limitation, any failure on the part of the CSDP, broker, banker or other intermediary of any beneficial owner of Interwaste Shares, to notify such beneficial owner of the transactions set out in this Circular or to take any action on behalf of such beneficial owner.



INTERWASTE HOLDINGS LIMITED

(Incorporated in the Republic of South Africa)
(Registration number 2006/037223/06)
Share code: IWE ISIN: ZAE000097903
("Interwaste" or the "Company")



SÉCHÉ SOUTH AFRICA PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa)
(Registration number 2018/475445/07)
("Séché SA" or the "Offeror")

CIRCULAR TO INTERWASTE SHAREHOLDERS

regarding, amongst others:

- a scheme of arrangement proposed by the Interwaste Board between Interwaste and the Shareholders, in terms of section 114 of the Companies Act, which, if implemented will result in:
 - Séché SA acquiring all of the Interwaste Shares held by Shareholders (other than the Interwaste Shares held by Dissenting Shareholders and the Excluded Treasury Shares) for the Scheme Consideration (being a cash consideration of R1.20 per Scheme Share (subject to any escalation and/or increase as contemplated in paragraphs 5.6.2 and 15.2.7.3, where applicable));
 - alternatively, if and to the extent so elected by the Interwaste Scheme Participants and subject to Interwaste meeting the Solvency and Liquidity Requirements, Interwaste purchasing from such Interwaste Scheme Participants their Interwaste Shares for the Scheme Consideration and, in such instance, for each such Interwaste Share repurchased by Interwaste, Séché SA subscribing for an Interwaste Share in an amount equal to the Scheme Consideration,

in each such case subject to the terms and conditions of the Interwaste Scheme as further set out in this Circular;

- amendments to the Interwaste LTIP to align to and accommodate the implementation of the Interwaste Scheme; and
- the delisting of Interwaste Shares from the main board of the JSE, subject to the Interwaste Scheme becoming operative;

and incorporating:

- a notice convening the Scheme Meeting;
- a report prepared by the Independent Expert, in terms of sections 114(2) and 114(3) of the Companies Act and regulations 90 and 110 of the Companies Regulations;
- a statement of Dissenting Shareholders' Appraisal Rights in terms of section 164(2) of the Companies Act;
- extracts of, amongst others, section 115 of the Companies Act, dealing with the approvals required for fundamental transactions (which include schemes of arrangement), and section 164 of the Companies Act, dealing with Dissenting Shareholders' Appraisal Rights;
- a form of proxy (*yellow*) for use by Certificated Shareholders and Dematerialised Shareholders with "own-name" registration only; and
- a form of election, surrender and transfer (*blue*) for use by Certificated Shareholders only.

Legal adviser to Interwaste

WEBBER WENTZEL
in alliance with > **Linklaters**

Independent Expert



Legal Adviser to Séché SA



Sponsor to Interwaste



Corporate Advisor to Interwaste



Date of issue: **5 December 2018**

Additional copies of this Circular, in its printed format, may be obtained from the Company and the Sponsor to the Company at their respective addresses set out in the section of this Circular entitled "Corporate Information and Advisors", during normal business hours from Wednesday, 5 December 2018 up to and including the date of the Scheme Meeting, being Wednesday, 9 January 2019. This Circular will also be available on the Interwaste website (www.interwaste.co.za) during the same period. Copies of this Circular are available in the English language only.

CORPORATE INFORMATION AND ADVISERS

Interwaste Holdings Limited

Registration Number: 2006/037223/06

Date of incorporation: 29 November 2006

Place of incorporation: South Africa

Company Secretary of Interwaste

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Germiston South
Gauteng
1400
(PO Box 382, Germiston, 1400)

Legal Advisor to Interwaste

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Sandton
Johannesburg, 2196
South Africa
(PO Box 61771, Marshalltown, 2107)

Sponsor to Interwaste

Grindrod Bank Limited
4th Floor
Grindrod Tower
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Sandton
2196
(PO Box 78011, Sandton, 2010)

Transfer Secretaries to Interwaste

Computershare Investor Services Proprietary Limited
Rosebank Towers
15 Biermann Avenue
Rosebank
2196
(PO Box 61051, Marshalltown, 2107)

Séché South Africa Proprietary Limited

Registration Number: 2018/475445/07

Date of incorporation: 18 September 2018

Place of incorporation: South Africa

Legal Advisor to Séché SA

Cliffe Dekker Hofmeyr Inc
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Sandton
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South Africa
(Private bag X40, Benmore, 2010)

Independent Expert

PricewaterhouseCoopers Corporate Finance
Proprietary Limited
4 Lisbon Lane
Waterfall City
Jukskei View
Johannesburg
2090
(Private Bag X36, Sunninghill, 2157)

Corporate Advisor to Interwaste

PSG Capital Proprietary Limited
Registration number 2006/015817/07
1st Floor, Ou Kollege
35 Kerk Street
Stellenbosch, 7600
(PO Box 7403, Stellenbosch, 7599)

and at

2nd Floor, Building 3
11 Alice Lane
Sandhurst
Sandton, 2196
(PO Box 650957, Benmore, 2010)

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IMPORTANT LEGAL NOTES

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

The Interwaste Scheme, which is the subject of this Circular, may be affected by the laws of the relevant jurisdictions of Foreign Shareholders. Shareholders who are not resident in, or who have registered addresses outside, South Africa should inform themselves about and observe any applicable legal requirements of such jurisdictions. It is the responsibility of any Foreign Shareholders to satisfy themselves as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Interwaste Scheme, which is the subject of this Circular, including the obtaining of any governmental, exchange control or other approvals or consents or the making of any filings which may be required, the compliance with other necessary formalities, the payment of any issue, transfer or other taxes or other requisite payments due to such jurisdiction. Foreign Shareholders who are in any doubt as to their positions should consult their professional advisers immediately.

The Interwaste Scheme is governed by the laws of South Africa and is subject to any applicable laws and regulations, including the Companies Act and the Takeover Regulations.

Any Shareholder who is in doubt as to their position, including, without limitation, their tax status, should consult an appropriate professional adviser in its jurisdiction without delay.

FORWARD-LOOKING STATEMENTS

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

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

By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Interwaste cautions that forward-looking statements are not guarantees of future performance. Actual results, financial and operating conditions, liquidity and the developments within the industry in which Interwaste operates may differ materially from those made in, or suggested by, the forward-looking statements contained in this Circular.

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

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

Any forward-looking statement has not been reviewed nor reported on by the independent reporting accountants or other experts.

ACTION REQUIRED BY INTERWASTE SHAREHOLDERS

The definitions and interpretations commencing on page 16 of this Circular apply to this “Action required by Interwaste Shareholders” section of this Circular.

If you have disposed of all of your Interwaste Shares, then this Circular, together with the accompanying notice convening the Scheme Meeting, form of proxy (*yellow*) and form of election, surrender and transfer (*blue*), should be forwarded to the purchaser of such Interwaste Shares or to the Broker, banker, CSDP or other agent through whom the disposal was effected.

This document is important and requires your immediate attention. The action you need to take is set out below. If you are in any doubt as to what action you should take, please consult your Broker, banker, legal adviser, CSDP or other professional adviser immediately.

Without derogating from the generality of the foregoing, the attention of Shareholders who hold their Interwaste Shares in certificated form are specifically drawn to the provisions of paragraph 3 of this section “Action required by Interwaste Shareholders” below.

A general meeting of the Shareholders will be held at 14h00 on Wednesday, 9 January 2019 at the Hedgehog Room, CCJ Woodmead, Woodlands Drive, Woodmead, Sandton, 2191 and via electronic communication for the purpose of considering and, if deemed fit, passing the resolutions required to approve the Interwaste Scheme and authorize its implementation, and approve related matters.

A notice convening the Scheme Meeting is attached to, and forms part of, this Circular.

You should carefully read through this Circular and decide how you wish to vote on the resolutions to be proposed at the Scheme Meeting.

1. DEMATERIALIZED SHAREHOLDERS WHO ARE NOT “OWN-NAME” DEMATERIALIZED SHAREHOLDERS

1.1 Attending at the Scheme Meeting; Voting at the Scheme Meeting

- 1.1.1 If you wish to attend the Scheme Meeting (including to vote thereat) you should instruct your CSDP or Broker to issue you with the necessary Letter of Representation to attend the Scheme Meeting in person, in the manner stipulated in the custody agreement governing the relationship between you and your CSDP or Broker. These instructions must be provided to the CSDP or Broker by the cut-off time and date advised by the CSDP or Broker for instructions of this nature.
- 1.1.2 If you do not wish to or are unable to attend the Scheme Meeting, but wish to vote thereat, you should provide your CSDP or Broker with your voting instructions in the manner stipulated in the custody agreement governing the relationship between you and your CSDP or Broker. These instructions must be provided to the CSDP or Broker by the cut-off time and date advised by the CSDP or Broker for instructions of this nature. If your CSDP or Broker does not obtain voting instructions from you, it will be obliged to vote (or abstain from casting your vote) in accordance with the instructions contained in the custody agreement concluded between you and your CSDP or Broker.
- 1.1.3 If you have not been contacted by your CSDP or Broker, it is advisable for you to contact your CSDP or Broker and furnish them with your voting instructions.
- 1.1.4 You must **not** complete the attached form of proxy (*yellow*).

1.2 Election of the Repurchase Alternative

- 1.2.1 There is no obligation on Interwaste Scheme Participants to make an election under the Interwaste Scheme.
- 1.2.2 You must advise your CSDP or Broker, in the manner stipulated in the custody agreement governing the relationship between you and your CSDP or Broker, as to whether, and to what extent, you are electing the Repurchase Alternative. If you fail to advise your CSDP

or Broker of your election, your CSDP or Broker will make (or abstain from making) an election on your behalf in the manner stipulated in the custody agreement governing the relationship between you and your CSDP or Broker.

- 1.2.3 You may revise your election in respect of the Repurchase Alternative in the manner stipulated in the custody agreement governing the relationship between you and your CSDP or Broker.
- 1.2.4 No election or revised election which is received by the Transfer Secretaries after 12h00 on the Scheme Record Date will be effective and any such election or revised election shall be disregarded.
- 1.2.5 If your election is not received by the Transfer Secretaries before 12h00 on the Scheme Record Date, you will be deemed not to have elected the Repurchase Alternative.
- 1.2.6 If you exercise the Repurchase Alternative and are either exempt from DWT or subject to DWT at a reduced rate, you are strongly encouraged to provide the regulated intermediary with the requisite SARS declaration and undertaking as soon as possible but in any event before 12h00 on the Scheme Record Date. For more information, please see paragraph 1.2.8 below.
- 1.2.7 You must **not** complete the attached form of election, surrender and transfer (*blue*).
- 1.2.8 **DWT**

- 1.2.8.1 The exercise of the Repurchase Alternative is subject to DWT at the applicable rate (presently 20%) on the Scheme Consideration unless (or to the extent that) an exemption or reduction in rate applies to you.
- 1.2.8.2 If you exercise the Repurchase Alternative and are either exempt from DWT or subject to DWT at a reduced rate, and do not wish the DWT to be withheld in full, you **must** provide the regulated intermediary with the requisite SARS declaration and undertaking as soon as possible but in any event before 12h00 on the Scheme Record Date (or such earlier date as may be required in terms of your mandate with your CSDP or Broker).
- 1.2.8.3 If (i) you are subject to DWT or (ii) you are exempt or taxed at a reduced rate but fail to provide the regulated intermediate with the requisite SARS declaration timeously, DWT will be withheld in full from the Scheme Consideration, and the balance paid to you.

1.3 Surrender of Documents of Title

You do **not** have to surrender any Documents of Title or complete the attached form of election, surrender and transfer (*blue*). The transfer of your Scheme Shares will be handled by your CSDP or Broker.

2. DEMATERIALISED SHAREHOLDERS WHO ARE “OWN-NAME” DEMATERIALISED SHAREHOLDERS

2.1 Attending at the Scheme Meeting; Voting at the Scheme Meeting

- 2.1.1 You may attend the Scheme Meeting and vote thereat.
- 2.1.2 Alternatively, if you do not wish to or are unable to attend the Scheme Meeting, but wish to be represented (including to vote) thereat, you must complete the attached form of proxy (*yellow*) in accordance with the instructions contained therein (or other permitted proxy, as noted therein). It is requested that, for administrative purposes, the form of proxy be returned to the registered office of the Company or the Transfer Secretaries to be received by them by no later than 14h00 on Wednesday, 9 January 2019. The form of proxy (*yellow*) may however be handed to the chairperson of the Scheme Meeting at any time before the proxy exercises any rights of the Shareholders at the Scheme Meeting.

2.2 Election of the Repurchase Alternative

- 2.2.1 You must advise your CSDP or Broker in the manner stipulated in the custody agreement governing the relationship between you and your CSDP or Broker, as to whether, and to what extent, you are electing the Repurchase Alternative. If you fail to advise your CSDP or Broker of your election, your CSDP or Broker will make (or not make) an election on your behalf in the manner stipulated in the custody agreement governing the relationship between you and your CSDP or Broker.
- 2.2.2 You may revise your election in respect of the Repurchase Alternative in the manner stipulated in the custody agreement governing the relationship between you and your CSDP or Broker.
- 2.2.3 No election or revised election which is received by the Transfer Secretaries after 12h00 on the Scheme Record Date will be effective and any such election or revised election shall be disregarded.
- 2.2.4 If your election is not received by the Transfer Secretaries before 12h00 on the Scheme Record Date, you will be deemed not to have elected the Repurchase Alternative.
- 2.2.5 If you exercise the Repurchase Alternative and are either exempt from DWT or subject to DWT at a reduced rate, you are strongly encouraged to provide the Transfer Secretaries with the requisite SARS declaration and undertaking as soon as possible but in any event before 12h00 on the Scheme Record Date. For more information, please see paragraph 2.2.7 below.
- 2.2.6 You must **not** complete the attached form of election, surrender and transfer (*blue*).

2.2.7 DWT

- 2.2.7.1 The exercise of the Repurchase Alternative is subject to DWT at the applicable rate (presently 20%) on the Scheme Consideration unless (or to the extent that) an exemption or reduction in rate applies to you.
- 2.2.7.2 If you exercise the Repurchase Alternative and are either exempt from DWT or subject to DWT at a reduced rate, and do not wish the DWT to be withheld in full, you **must** provide the regulated intermediary with the requisite SARS declaration and undertaking as soon as possible but in any event before 12h00 on the Scheme Record Date (or such earlier date as may be required in term of your mandate with your CSDP or Broker).
- 2.2.7.3 If (i) you are subject to DWT or (ii) you are exempt or taxed at a reduced rate but fail to provide the regulated intermediate with the requisite SARS declaration timeously, DWT on applicable to the Scheme Consideration will be withheld in full from the Scheme Consideration, and the balance paid to you.

2.3 Surrender of Documents of Title

You do **not** have to surrender any Documents of Title or complete the attached form of election, surrender and transfer (*blue*). The transfer of your Scheme Shares will be handled by your CSDP or Broker.

3. CERTIFICATED SHAREHOLDERS

If you hold Certificated Shares, you should pay special attention to the provisions of this paragraph 3. If you are in any doubt as to what action you should take, please consult your Broker, CSDP, banker, legal adviser or other professional adviser.

3.1 Attending at the Scheme Meeting; Voting at the Scheme Meeting

- 3.1.1 You may attend the Scheme Meeting and vote thereat.
- 3.1.2 Alternatively, if you do not wish to or are unable to attend the Scheme Meeting, but wish to be represented thereat, you must complete the attached form of proxy (*yellow*) in accordance with the instructions contained therein (or other permitted proxy, as noted therein). It is requested that, for administrative purposes, the form of proxy be returned to the registered office of the Company or the Transfer Secretaries to be received by them by no later than

14h00 on Wednesday, 9 January 2019. The form of proxy (*yellow*) may however be handed to the chairperson of the Scheme Meeting at any time before the proxy exercises any rights of the Shareholders at the Scheme Meeting.

3.2 Election of Repurchase Alternative

- 3.2.1 If you wish to exercise the Repurchase Alternative in respect of all or any of your Interwaste Shares you **must** do so by completing the attached form of election, surrender and transfer (*blue*).
- 3.2.2 You may revise your election in respect of the Repurchase Alternative by arrangement with the Transfer Secretaries and by re-completing the attached form of election, surrender and transfer (*blue*).
- 3.2.3 No election or revised election which is received by the Transfer Secretaries after 12h00 on the Scheme Record Date will be effective and any such election or revised election shall be disregarded.
- 3.2.4 If your election is not received by the Transfer Secretaries before 12h00 on the Scheme Record Date, you will be deemed not to have elected the Repurchase Alternative.
- 3.2.5 If you exercise the Repurchase Alternative and are either exempt from DWT or subject to DWT at a reduced rate, you are strongly encouraged to provide the Transfer Secretaries with the requisite SARS declaration and undertaking as soon as possible but in any event before 12h00 on the Scheme Record Date. For more information, please see paragraph 3.2.6 below.

3.2.6 **DWT**

- 3.2.6.1 The exercise of the Repurchase Alternative is subject to DWT at the applicable rate (presently 20%) on the Scheme Consideration unless (or to the extent that) an exemption or reduction in rate applies to you.
- 3.2.6.2 If you exercise the Repurchase Alternative and are either exempt from DWT or subject to DWT at a reduced rate, and do not wish the DWT to be withheld in full, you **must** provide the regulated intermediary with the requisite SARS declaration and undertaking as soon as possible but in any event before 12h00 on the Scheme Record Date.
- 3.2.6.3 If (i) you are subject to DWT or (ii) you are exempt or taxed at a reduced rate but fail to provide the regulated intermediary with the requisite SARS declaration timeously, DWT applicable to the Scheme Consideration will be withheld in full from the Scheme Consideration, and the balance paid to you.

3.3 Surrender of Documents of Title and Settlement of Scheme Consideration

- 3.3.1 If the Interwaste Scheme becomes operative, you will be required to surrender your Documents of Title in respect of all your Interwaste Shares in order to claim the Scheme Consideration payable to you.
- 3.3.2 If you wish to expedite receipt of the Scheme Consideration owing to you in respect of your Interwaste Shares and surrender your Documents of Title in anticipation of the Interwaste Scheme becoming operative, you should complete the attached form of election, surrender and transfer (*blue*) and return it, together with the relevant Documents of Title, in accordance with the instructions contained therein, to the Transfer Secretaries by no later than close of trade on Friday, 1 March 2019.
- 3.3.3 If Documents of Title relating to any Interwaste Shares to be surrendered are lost or destroyed, Interwaste and Séché SA may dispense with the surrender of such Documents of Title upon production of evidence satisfactory to Interwaste and Séché SA that the Documents of Title to the Interwaste Shares in question have been lost or destroyed, and upon provision of a suitable indemnity on terms satisfactory to them. Accordingly, if the Documents of Title in respect of any of your Interwaste Shares have been lost or destroyed, you should nevertheless return the attached form of surrender and transfer (*blue*), duly signed and completed, together with a duly signed and completed indemnity form which is obtainable from the Transfer Secretaries.

- 3.3.4 Should you surrender your Documents of Title in anticipation of the Interwaste Scheme becoming operative and the Interwaste Scheme then does not become operative, the Transfer Secretaries shall, within five Business Days of either the date upon which it becomes known that the Interwaste Scheme will not be implemented or on receipt by the Transfer Secretaries of the relevant Documents of Title, whichever is the later, return the Documents of Title to you by registered post at your risk.

4. GENERAL

4.1 Approval of the Interwaste Scheme at the Scheme Meeting

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

4.2 Electronic participation at the Scheme Meeting

Shareholders or their proxies may participate in (but not vote at) the Scheme Meeting by way of a teleconference call. Interwaste will use reasonable endeavours to ensure that teleconference facilities will be made available for this purpose, which may then be accessed at the Shareholders' cost. In order to participate in this way, Shareholders:

- must deliver written notice to Interwaste at the offices of the Transfer Secretaries, being Computershare Investor Services Proprietary Limited, Rosebank Towners, 15 Biermann Avenue, Rosebank, 2196, (marked for the attention of The Proxy Team) by no later than 14h00 on the Trading Day after the last day to trade to be in the register of the Voting Record Date (which means that such written notice must be delivered on a date presently expected to be Wednesday, 2 January 2019);
- will be required to provide reasonably satisfactory identification; and
- will be billed separately by their own telephone service providers for their telephone call to participate in the Scheme Meeting,

provided that Shareholders and their proxies will not be able to vote telephonically at the Scheme Meeting and will still need to appoint a proxy to vote on their behalf at the Scheme Meeting should they wish to vote therein.

Interwaste shall use its reasonable endeavours on or before 14h00 on the Voting Record Date (presently indicatively expected to be Friday, 4 January 2019) to notify each Shareholder who has requested electronic participation, at its respective contact address/number, of the relevant details as to how the Shareholder can participate via electronic communication.

Neither Interwaste nor Séché SA will be liable for any loss, damage, penalty or claim arising in any way from electronic participation whether or not as a result of any act or omission on the part of Interwaste or Séché SA or anyone else.

4.3 Tax

- 4.3.1 Shareholders are advised to consult their relevant professional advisers about the relevant tax consequences of the Interwaste Scheme, including receipt of the Scheme Consideration.
- 4.3.2 Shareholders who elect the Repurchase Alternative will be subject to DWT on the Scheme Consideration at the applicable rate (presently 20%), unless exempted or taxed at a reduced rate. Shareholders who elect the Repurchase Alternative and who are exempted or taxed at a reduced rate and who wish to apply such exemption or reduction to the withholding must follow the directions set out in paragraphs 1.2.8, 2.2.7 and 3.2.6 in this Section “*Action Required by Interwaste Shareholders*”, as applicable, failing which the DWT will be withheld from the Scheme Consideration in full.

4.4 Court approval

Shareholders are advised that, in accordance with section 115(3) of the Companies Act, Interwaste may in certain circumstances not proceed to implement the special resolution required to approve the Interwaste Scheme, despite the fact that it has been adopted at the Scheme Meeting, without the approval of the Court. Such Court approval, if required, is also a Scheme Condition.

A copy of section 115 of the Companies Act pertaining to the required approval for the Interwaste Scheme is set out in Annexure 5 to this Circular.

4.5 Dematerialisation and rematerialisation

If you wish to dematerialise your Certificated Shares, please contact your CSDP or Broker. Shareholders are advised that no dematerialisation or rematerialisation of Interwaste Shares may take place after the Scheme LDT, which is indicatively scheduled to be Tuesday, 26 February 2019. You do not need to dematerialise or rematerialise your Interwaste Shares in order to receive the Scheme Consideration.

4.6 Suspension of Interwaste's JSE listing

Subject to the approval of the Interwaste Scheme by Shareholders and the Interwaste Scheme becoming unconditional in accordance with its terms, Interwaste's listing on the JSE will be suspended with effect from commencement of trade on the JSE at the commencement of the Trading Day immediately after the Scheme LDT. After that date, Shareholders will no longer be able to trade their Interwaste Shares pending implementation of the Interwaste Scheme on the Operative Date.

The Scheme LDT is presently indicatively scheduled to be Tuesday, 26 February 2019.

Shareholders are encouraged to instruct their Brokers, CSDPs or nominees (as the case may be) to execute any required buy or sell orders in respect of Interwaste Shares by no later than the Scheme LDT.

If the Interwaste Scheme fails to become operative, the suspension of Interwaste's listing on the JSE will cease.

4.7 Foreign Shareholders

Shareholders who are not resident in, or who have registered addresses outside of South Africa, must satisfy themselves as to the full observance of any applicable laws concerning the Interwaste Scheme and the receipt of the Scheme Consideration, including (without limitation) obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any transfer or other taxes due in such jurisdiction. Shareholders who are in any doubt as to their positions should consult their professional advisors immediately.

4.8 TRP approval

Shareholders should take note that the TRP does not consider commercial advantages or disadvantages of the affected transactions when it approves transactions such as the Interwaste Scheme.

4.9 Elections for the Repurchase Alternative, alteration of such elections and effect of subsequent trading

4.9.1 There is no obligation on Interwaste Scheme Participants to make an election under the Interwaste Scheme.

4.9.2 Save as otherwise provided in paragraph 5 of this Section "*Action Required by Interwaste Shareholders*", Interwaste Scheme Participants who wish to dispose of all or some of their Interwaste Shares under the Interwaste Scheme pursuant to the Repurchase Alternative must make valid and timeous elections to do so in accordance with the provisions of paragraphs 1.2, 2.2 and/or 3.2, as applicable, of this Section "*Action Required by Interwaste Shareholders*".

4.9.3 If no election is made, or if an election is not validly or timeously made, the Repurchase Alternative shall not apply and the relevant Interwaste Shares will be subject to the Interwaste Scheme as Transfer Shares.

- 4.9.4 The Repurchase Alternative is subject to the Company meeting the Solvency and Liquidity Requirements on the relevant date on which such Repurchase Alternative is implemented.
- 4.9.5 If and for so long as the Company is unable to implement the Repurchase Alternative due to it failing to meet the Solvency and Liquidity Requirements, or otherwise, the Repurchase Alternative shall cease to apply, any applicable elections in respect thereof shall cease and the Interwaste Shares held by Interwaste Scheme Participants shall be classified as Transfer Shares and subject to the Interwaste Scheme as such.
- 4.9.6 As at the date of this Circular, the Company has satisfied the Solvency and Liquidity Requirements.
- 4.9.7 Elections for the Repurchase Alternative may be altered in accordance with, and subject to, the applicable times set out in paragraphs 1.2, 2.2 or 3.2 of this Section "*Action Required by Interwaste Shareholders*", as applicable.
- 4.9.8 If Interwaste Scheme Participants who elect the Repurchase Alternative for some or all of their Interwaste Shares and either hold fewer shares than those stated in the election or subsequently sell or transfer those Interwaste Shares, or acquire additional Interwaste Shares, such Interwaste Scheme Participants must update their election for their exact shareholding and/or the remaining (and, if applicable, additional) Interwaste Shares with the Transfer Secretaries, or their CSDP, Broker or nominee (as the case may be). In the absence of updating their election:
 - 4.9.8.1 in respect of Interwaste Scheme Participants' who are Dematerialised Shareholders their choice of the Repurchase Alternative will be adjusted in accordance with the rules of Strate and the Repurchase Alternative may not necessarily apply to the same extent which was originally elected for; and
 - 4.9.8.2 in respect of Interwaste Scheme Participants who are Certificated Shareholders, the following rules will apply:
 - 4.9.8.2.1 should any Interwaste Scheme Participants make an election of the Repurchase Alternative and subsequently sell or transfer those Interwaste Shares, or acquire additional Interwaste Shares, Interwaste will not be liable for any costs, expenses, liabilities, taxes and/or losses incurred or suffered by such Interwaste Scheme Participants, whether directly or indirectly, as a result of or relating to such Interwaste Scheme Participant not participating in the Repurchase Alternative, and/or receiving the Scheme Consideration thereunder, in accordance with their original election;
 - 4.9.8.2.2 in the event that an Interwaste Scheme Participant has validly elected the Repurchase Alternative in respect of a stated or determinable number of Interwaste Shares, and it holds a greater number of Interwaste Shares which is subject to the election, that election shall be applied first, and the balance (if any) of such Shareholder's shareholding of Interwaste Shares shall be subject to the Transfer under the Interwaste Scheme; and
 - 4.9.8.2.3 in the event that an Interwaste Scheme Participant has validly elected the Repurchase Alternative in respect of a stated or determinable number of Interwaste Shares, and it holds a lesser number of Interwaste Shares, that election shall be applied to all such Interwaste Shares subject to the election and no Interwaste Shares shall accordingly be categorised as Transfer Shares and be purchased by the Offeror under the Interwaste Scheme.

5. **DISSENTING SHAREHOLDERS**

A Shareholder who is entitled to vote at the Scheme Meeting is entitled to seek relief under section 164 of the Companies Act if that Shareholder notified Interwaste in advance in writing of its intention to oppose the special resolution relating to the Interwaste Scheme, was present at the Scheme Meeting, voted against the special resolution and thereafter complied with the procedural requirements of section 164 of the Companies Act, which includes sending a demand to the Company as contemplated in section 164(5) of the Companies Act.

Copies of sections 115 and 164 of the Companies Act, pertaining to Dissenting Shareholders' Appraisal Rights, are set out in Annexure 5 and Annexure 6 respectively to this Circular.

IMPORTANT DATES AND TIMES

The definitions and interpretations commencing on page 16 of this Circular apply, mutatis mutandis, to this section (unless specifically defined where used or the context indicates a contrary intention).

2018

Record date to determine which Shareholders are entitled to receive this Circular	Friday, 30 November
Circular posted to Shareholders and notice convening the Scheme Meeting released on SENS on	Wednesday, 5 December
Notice convening the Scheme Meeting published in the South African press on	Thursday, 6 December
Last day to trade Interwaste Shares in order to be recorded in the Register to vote at the Scheme Meeting (see note 3 below) on	Monday, 31 December

2019

Record date to be eligible to vote at the Scheme Meeting, being the Scheme Voting Record Date, by close of trade on	Friday, 4 January
For administrative purposes, date by which the forms of proxy (<i>yellow</i>) for the Scheme Meeting are requested to be lodged, by 14h00	Monday, 7 January
Forms of proxy (<i>yellow</i>) to be handed to the chairman of the Scheme Meeting, at any time before the proxy exercises any rights of the Shareholders at the Scheme Meeting on	Wednesday, 9 January
Last date and time for Dissenting Shareholders to give notice of their objections to the special resolution approving the Interwaste Scheme by no later than the time of the exercise of the vote on	Wednesday, 9 January
Scheme Meeting to be held at 14h00 at the Hedgehog Room, CCJ Woodmead, Woodlands Drive, Woodmead, Sandton, 2191 and via electronic communication on	Wednesday, 9 January
Results of the Scheme Meeting released on SENS on	Wednesday, 9 January
Results of the Scheme Meeting published in the South African press on	Thursday, 10 January
If all of the Scheme Resolutions are passed by the requisite majority of Shareholders at the Scheme Meeting	
Company to send notice of the passing of the special resolution approving the Interwaste Scheme in terms of section 164(4) of the Companies Act	Thursday, 10 January
Last day for Shareholders who voted against the Interwaste Scheme to require Interwaste to seek court approval for the Interwaste Scheme in terms of section 115(3)(a) of the Companies Act (if applicable)	Wednesday, 16 January
Last day for Shareholders who voted against the Interwaste Scheme to apply to court for leave to apply for a review of Interwaste Scheme in terms of section 115(3)(b) of the Companies Act	Wednesday, 23 January
Last date for Interwaste to give notice in terms of section 164(4) of the Companies Act, of adoption of the special resolution approving the Scheme to Dissenting Shareholders objecting to the special resolution on	Wednesday, 23 January
Anticipated receipt of approval of the South African Competition Authorities on or before	Friday, 15 February
Receive compliance certificate from the TRP	Monday, 18 February

If all Scheme Conditions are fulfilled or waived (to the extent applicable)

Finalisation Date expected to be on	Tuesday, 19 February
Finalisation Date announcement expected to be released on SENS on	Tuesday, 19 February
Finalisation Date announcement expected to be published in the South African press on	Wednesday, 20 February
Expected Scheme LDT, being the last day to trade Interwaste Shares on the JSE in order to be recorded in the Register on the Scheme Record Date and to receive the Scheme Consideration on the Scheme Consideration Date, on	Tuesday, 26 February
Suspension of listing of Interwaste Shares on the JSE expected to take place at the commencement of trade on	Wednesday, 27 February
Expected last date on which Scheme Participants can make an election in respect of the Repurchase Alternative by 12h00 on	Friday, 1 March
Expected Scheme Record Date, being the date on which Interwaste Scheme Participants must be recorded in the Register to receive the Scheme Consideration, close of trade on	Friday, 1 March
Expected Operative Date of the Interwaste Scheme at 12h00 on	Monday, 4 March
Scheme Consideration expected to be credited to the accounts (held at their CSDP or Broker) of Interwaste Scheme Participants who are Dematerialised Shareholders or about	Monday, 4 March
Scheme Consideration expected to be paid/posted to Interwaste Scheme Participants who are Certificated Shareholders (provided their form of surrender and transfer (<i>blue</i>) and Documents of Title are received by close of trade on the Scheme Record Date) or about	Monday, 4 March
Termination of listing of Interwaste Shares on the JSE expected to take place at the commencement of trade on	Tuesday, 5 March

Notes:

1. All times given in this document are local times in South Africa.
2. All dates and times in respect of the Interwaste Scheme are subject to change (subject to the approval of the JSE and/or the TRP, if required). The dates have been determined based on certain assumptions, including as regards the date by which certain regulatory approvals will have been obtained and that no Court approval of the special resolutions required to approve the implementation of the Interwaste Scheme will be required, and the dates and times stated above will change if such circumstances arise. Any change in the dates and times will be released on SENS and published in the South African press.
3. Shareholders should note that, as transactions in Shares are settled in the electronic settlement system used by Strate, settlement of trades takes place three Business Days after such trade. Therefore, Shareholders who acquire Interwaste Shares on the JSE after the last day to trade in Interwaste Shares so as to be recorded in the Register on the Scheme Voting Record Date will not be entitled to vote at the Scheme Meeting.
4. Interwaste Shares may not be dematerialised or rematerialised after the Scheme LDT, which is indicatively expected to be Tuesday, 26 February 2019.
5. If the Interwaste Scheme is approved by an insufficient number of Scheme Voting Shareholders at the Scheme Meeting so that a Scheme Voting Shareholder may require Interwaste to obtain Court approval of the Interwaste Scheme, as contemplated in section 115(3)(a) of the Companies Act, and a Scheme Voting Shareholder in fact delivers such a request, the dates and times set out above will not be relevant. If this is the case, Shareholders will be notified separately of the applicable dates and times under this process.
6. If any Scheme Voting Shareholder who votes against the Interwaste Scheme exercises its rights in accordance with section 115(3)(b) of the Companies Act and applies to Court for a review of the transaction, the dates and times set out above will not be relevant. If this is the case, Shareholders will be notified separately of the applicable dates and times under this process.
7. It should be noted that although Interwaste intends to send the required notice to Dissenting Shareholders, if any, in terms of section 164(4) of the Companies Act on the first Business Days following the Scheme Meeting, the last day for sending this notice is 10 Business Days after the date of the Scheme Meeting.
8. If the Scheme Meeting is adjourned or postponed, forms of proxy (*yellow*) submitted for the initial Scheme Meeting will remain valid in respect of any adjournment or postponement of the Scheme Meeting, and the dates and times stated above will change.
9. Although the salient dates and times are stated to be subject to change, such statement may not be regarded as consent or dispensation for any change to time periods which may be required in terms of the Takeover Regulations, where applicable, and any such consents or dispensations must be specifically applied for and granted.

DEFINITIONS AND INTERPRETATION

In this Circular, the Annexures hereto, the notice convening the Scheme Meeting, the form of proxy (*yellow*) and form of surrender and transfer (*blue*), unless the context otherwise indicates, references to the singular include the plural and *vice versa*, words denoting one gender include the others, expressions denoting natural persons include juristic persons and associations of persons and *vice versa*, and the words in the first column hereunder have the meaning stated opposite them in the second column, as follows:

“Alternative Proposal”	an “ <i>Alternative Proposal</i> ” as defined in the Implementation Agreement, being, in respect of the Company or any Group Company which holds all or substantially all of the assets and/or business of the Group, and other than the Interwaste Scheme, any expression of interest, proposal or offer regarding (i) the acquisition of all or more than 35% (alone or together with the ordinary shares held at the time of the expression of interest, proposal or offer) of the issued ordinary shares in the Company or any such Group Company, and/or (ii) any merger, amalgamation, share exchange, business combination, take-over bid, sale or other disposition of all or the majority of the assets or business of the Company or any such Group Company, recapitalisation, investment, share issue, reorganisation, liquidation or any similar transaction, or series of related transactions, which could reasonably be considered to be likely to preclude the Interwaste Scheme or its implementation;
“Annexures”	the annexures attached to this Circular;
“Appraisal Rights”	the rights afforded to Shareholders under section 164 of the Companies Act as a consequence of the adoption by Shareholders of the special resolution approving the Interwaste Scheme, an extract of which section is set out in Annexure 6 to this Circular;
“Authorised Dealer”	a person authorised to deal in foreign exchange as contemplated in the Exchange Control Regulations;
“Authority”	any country, any national body, any state, province, municipality, or subdivision of any of the foregoing, any governmental department, or any agency, court, entity, commission, board, ministry, bureau, locality or authority of any of the foregoing, or any quasi-governmental or private body exercising any regulatory, taxing, importing, exporting, or other governmental or quasi-governmental function, including, for the avoidance of doubt, any Competition Authorities, the JSE and the TRP;
“Beneficial Holder”	in relation to any uncertificated Interwaste Shares, the person who from time to time: (i) holds the beneficial interests in such shares directly through “own name” registration in the uncertificated securities register of Interwaste; or (ii) where such shares are registered in the uncertificated securities register of Interwaste in the name of a nominee holder, the holder/s of the beneficial interests in such uncertificated Interwaste Shares;
“Broker”	any person registered as a “broking member equities” in terms of the rules of the JSE in accordance with the provisions of the FMA;
“Business Day”	any day other than a Saturday, a Sunday or an official public holiday in South Africa;
“Certificated Share”	an Interwaste Share that has not been Dematerialised, and title to which is evidenced by a Document of Title;
“Certificated Shareholder”	a Shareholder holding Certificated Share(s);
“CGT”	Capital Gains Tax as levied in terms of the Eighth Schedule of the Income Tax Act;

“CIPC”	the Companies and Intellectual Property Commission, established in terms of section 185 of the Companies Act, or its successor body;
“Circular”	this document, dated Wednesday, 5 December 2018, including the Annexures hereto and incorporating a notice convening the Scheme Meeting, a form of proxy (<i>yellow</i>) and a form of transfer and surrender (<i>blue</i>);
“Common Monetary Area”	South Africa, the Republic of Namibia and the Kingdoms of Lesotho and Swaziland;
“Companies Act”	the Companies Act, No. 71 of 2008, as amended;
“Companies Regulations” or “Regulations”	the Companies Regulations, 2011, promulgated under the Companies Act, as amended;
“Company Secretary”	the company secretary of Interwaste, being Optimal Finance Proprietary Limited, represented by Amanda Cynthia Fairley;
“Competition Act”	the Competition Act, No. 89 of 1998, as amended;
“Competition Authorities”	the Competition Commission, Competition Tribunal and/or Competition Appeal Court established in accordance with the Competition Act, as applicable;
“Court”	any South African court with competent jurisdiction to approve the implementation of the Scheme Resolution pursuant to section 115 of the Companies Act and/or to determine the fair value of Interwaste Shares and make an order pursuant to sections 164(14) and 164(15) of the Companies Act, as applicable;
“CSD”	a person who is licensed as a central securities depository under section 29 of the FMA;
“CSDP”	a person that holds in custody and administers securities or an interest in securities, and that has been accepted in terms of section 31 of the FMA by a CSD as a participant in that CSD;
“CTC”	contributed tax capital, as defined in section 1 of the Income Tax Act and essentially comprising a company’s stated capital;
“Dematerialise” and “Dematerialised”	the process by which Certificated Shares are converted into electronic format as Dematerialised Interwaste Shares and recorded in Interwaste’s Uncertificated Securities Register;
“Dematerialised Shareholder”	a Shareholder who holds Dematerialised Interwaste Shares;
“Dematerialised Interwaste Shares”	an Interwaste Share which has been Dematerialised or has been issued in Dematerialised form, and recorded in Interwaste’s Uncertificated Securities Register;
“Dispute Expert”	an independent practicing senior advocate of at least 15 years’ experience who is a member of the Johannesburg Bar Council or its successor in title from time to time, having the appropriate expertise and experience in the relevant matter, as agreed between the Offeror and the Company, or failing such agreement within 5 Business Days of delivery of a written notice requesting such agreement, as appointed by the Chairperson of the Johannesburg Bar Council from the class of persons envisaged above, upon the written request of the Offeror or the Company, which written request shall be copied to the other Party;

“Dissenting Shareholders”	at any relevant time, those Shareholders who have validly exercised their Appraisal Rights in accordance with sections 164(5) to 164(8) of the Companies Act for so long as none of the circumstances contemplated in section 164(9) of the Companies Act have occurred and/or the relevant Shareholder has not withdrawn its demand pursuant to an order of court as contemplated in section 164(15)(c)(v)(aa) of the Companies Act;
“Documents of Title”	a share certificate, certified transfer deed, balance receipt and/or any other form of acceptable document of title acceptable to Interwaste in respect of Interwaste Shares;
“DWT”	Dividend Withholdings Tax, as levied in terms of Part VIII of Chapter II of the Income Tax Act;
“EFT”	electronic funds transfer;
“Eighth Schedule”	the Eighth Schedule to the Income Tax Act, which comprises the CGT legislation;
“Exchange Control Regulations”	the Exchange Control Regulations, promulgated in terms of section 9 of the Currency and Exchanges Act, No. 9 of 1933, as amended;
“Excluded Dissenting Shareholders”	Dissenting Shareholders who validly accept an offer made to them by the Company in accordance with the requirements of section 164(11) of the Companies Act or, pursuant to an order of Court, tender their Interwaste Shares to the Company in accordance with the requirements of section 164(15)(c)(v) of the Companies Act;
“Excluded Dissenting Shareholders Shares”	the Interwaste Shares held by the Excluded Dissenting Shareholders;
“Excluded Shares”	the Excluded Dissenting Shareholders Shares and the Excluded Treasury Shares;
“Excluded Treasury Shares”	all of the Treasury Shares, save for the Treasury LTIP Settlement Shares;
“Finalisation Date”	the date on which all the Scheme Conditions shall have been fulfilled or waived or, as the case may be, or is otherwise rendered unconditional in accordance with its terms;
“Firm Intention Announcement”	an announcement by Interwaste setting out the terms of the firm intention by Séché SA and its concert parties to proceed with an offer to acquire all of the Interwaste Shares by way of the Interwaste Scheme, released on SENS on Friday, 2 November 2018;
“FMA”	Financial Markets Act, No. 19 of 2012, as amended;
“Foreign Shareholder”	a Shareholder who is not resident in, or who has a registered address outside of, South Africa as contemplated in the Exchange Control Regulations;
“Group”	the Company and its South African and foreign subsidiaries from time to time, and “Group Company” shall mean any one of them, as the context may require;
“IFRS”	the International Financial Reporting Standards, which comprise standards and interpretations approved by the International Accounting Standards Board, International Financial Reporting Interpretations Committee and International Accounting Standards, and Standing Interpretations Committee interpretations approved by the International Accounting Standards Board;
“Implementation Agreement”	the written agreement entitled <i>“Offer and Implementation Agreement”</i> concluded between, Interwaste, Séché Environnement and Séché SA, on or about 18 October 2018 which agreement provides, <i>inter alia</i> , for the proposing and implementation of the Interwaste Scheme;
“Income Tax Act”	the Income Tax Act, No. 58 of 1962, as amended;

“Independent Expert”	PricewaterhouseCoopers Corporate Finance Proprietary Limited, registration number 1970/003711/07, a private company incorporated in accordance with the laws of South Africa, appointed as independent expert to provide external advice to the Interwaste Independent Board in relation to the Interwaste Scheme, in accordance with the requirements of section 114 of the Companies Act and regulations 90 and 110(1) of the Takeover Regulations, as applicable;
“Independent Expert’s Report”	the report prepared by the Independent Expert, applicable to the Interwaste Scheme, a copy of which is set out in Annexure 1 to this Circular;
“Interim Period”	the period between 18 October 2018 and the earlier of the Scheme Consideration Settlement Date and the termination of the Implementation Agreement (and thus the Interwaste Scheme);
“Interwaste” or “the Company”	Interwaste Holdings Limited, registration number 2006/037223/06, a public company incorporated in accordance with the laws of South Africa, the ordinary shares of which are listed on the JSE;
“Interwaste Directors”, “Directors of Interwaste” or “Interwaste Board”	the board of directors of Interwaste as at the Last Practicable Date, whose details and further information are set out on page 24 of this Circular;
“Interwaste Independent Board”	an independent sub-committee of the Interwaste Board, consisting of Petrus Funani Mojono, Landiwe Jackie Mahlangu, Charles Alexander Boles and David Keith Rosevear, constituted in accordance with the Companies Regulations;
“Interwaste LTIP”	the long term share option incentive scheme established and operated by Interwaste pursuant to an approval of the Shareholders on 8 June 2012, as amended;
“Interwaste LTIP Participants”	the persons from time to time holding Interwaste Shares, or options or other rights in or to Interwaste Shares, under or subject to the Interwaste LTIP;
“Interwaste Scheme”	the scheme of arrangement between Interwaste and the Shareholders, in terms of section 114(1) of the Companies Act, as set out in this Circular and as more fully described in paragraph 5 of this Circular, in terms of which, if implemented, <i>inter alia</i> , Séché SA will acquire all of the Interwaste Shares held by Shareholders (other than the Interwaste Shares held by Dissenting Shareholders and the Excluded Treasury Shares) for the Scheme Consideration; alternatively, if and to the extent so elected by the Interwaste Scheme Participants and subject to Interwaste meeting the Solvency and Liquidity Requirements, Interwaste purchasing from such Interwaste Scheme Participants their Interwaste Shares for the Scheme Consideration and, in such instance, for each such Interwaste Share repurchased by Interwaste, Séché SA will subscribe for an Interwaste Share in an amount equal to the Scheme Consideration;
“Interwaste Scheme Participants”	holders of Interwaste Shares recorded in the Register at close of trade on the Scheme Record Date and all holders, if any, of Treasury Settlement Shares at any time at or after such date and time; provided that: (i) Shareholders who become Excluded Dissenting Shareholders after the Scheme Record Date will not be regarded as Interwaste Scheme Participants; and (ii) since Dissenting Shareholders may become Excluded Dissenting Shareholders, Dissenting Shareholders will only be regarded as Interwaste Scheme Participants once they cease to be Dissenting Shareholders as contemplated in paragraph 5.11 of this Circular;
“Interwaste Share”	an ordinary no par value share in the share capital of Interwaste;

“JSE”	the securities exchange operated by the JSE Limited, registration number 2005/022939/06, a public company duly incorporated in accordance with the laws of South Africa and licensed as an exchange under the FMA;
“Last Practicable Date”	Friday, 23 November 2018, being the last practicable date prior to the finalisation of this Circular;
“Listings Requirements”	the Listings Requirements of the JSE, as amended from time to time;
“Long Stop Date”	31 March 2019 or such later date as Interwaste and Séché SA may from time to time agree in writing;
“Notice” or “Notice of Scheme Meeting”	the notice of Scheme Meeting and related resolutions of the Shareholders incorporated in this circular;
“Offer Period”	the period commencing on the date of publication of the Firm Intention Announcement, being 2 November 2018 and ending on the earlier of the Operative Date or the date on which the Interwaste Scheme fails, is withdrawn, is declared a nullity and/or otherwise terminates;
“Offeror”	Séché SA;
“Offeror Parties”	collectively, Séché Environnement and Séché SA;
“Operative Date”	the date upon which the Interwaste Scheme becomes operative following it becoming unconditional in accordance with its terms, which date (subject to certain assumptions) is indicatively expected to be Monday, 4 March 2019;
“Parties”	the parties to the Implementation Agreement, being Interwaste, Séché Environnement and Séché SA;
“Pre-Conditions Fulfilment Letter”	a letter agreement entered into between Interwaste, Séché Environnement and Séché SA on 2 November 2018 relating, <i>inter alia</i> , to the agreed fulfilment and/or waiver of the pre-conditions to the Offeror Parties issuing the Firm Intention Announcement and making the offer contained therein, and matters related thereto;
“Rand” or “R” or “ZAR” and “cents”	South African Rand, the official currency of South Africa;
“Regulatory Consents”	approvals, consents or waivers from those Authorities necessary in terms of any law to implement the Interwaste Scheme, comprising (i) the issue by the TRP of a compliance certificate with respect to the Interwaste Scheme in terms of section 121(b) of the Companies Act; (ii) the approval of the Competition Authorities in terms of the Competition Act; (iii) the approval of the JSE of this Circular, or applicable part/s thereof; and (iv) the approval of SARB of this Circular (and to the extent required the transactions contemplated therein) in terms of the Exchange Control Regulations;
“Repurchase Alternative”	the component of the Interwaste Scheme in terms of which, subject to the provisions of the Interwaste Scheme and the requisite election being made by Interwaste Scheme Participants, the Scheme Shares of such electing Interwaste Participants will be repurchased by Interwaste (and a matching subscription will be made by Séché SA) for the Scheme Consideration, as set out in as set out in paragraph 5 of this Circular;
“Repurchase Shares”	the Scheme Shares to which the Repurchase Alternative applies, being therefore the Scheme Shares which are repurchased by Interwaste pursuant to the Interwaste Scheme;
“Register”	Interwaste’s securities register, including the Uncertificated Securities Register;
“SARB”	the South African Reserve Bank;
“SARS”	the South African Revenue Service;

“Scheme Conditions”	the conditions to which the Interwaste Scheme is subject, as set out in paragraph 5.3 of this Circular;
“Scheme Consideration”	the consideration payable for the Scheme Shares in terms of the Interwaste Scheme, being a cash amount of R1.20 per Scheme Share subject to escalation and/or increase, if applicable, as set out in paragraph 5.6 of this Circular;
“Scheme Consideration Settlement Date”	the date on or with effect from which the Scheme Consideration is to be paid, transferred or credited to the Interwaste Scheme Participants under the Interwaste Scheme as set out in paragraph 5.7 of this Circular. In summary, in relation to Shareholders who are Interwaste Scheme Participants at the Scheme Record Date, such date will be the first Business Day immediately after the Scheme Record Date, which date is indicatively expected to be Monday, 4 March 2019;
“Scheme LDT”	the last day to trade Interwaste Shares on the JSE in order to be recorded in the Register on the Scheme Record Date, which date is indicatively expected to be close of business on Tuesday, 26 February 2019;
“Scheme Meeting”	the meeting of Shareholders, to be held at the Hedgehog Room, CCJ Woodmead, Woodlands Drive, Woodmead, Sandton, 2191 and via electronic communication on Wednesday, 9 January 2019 at 14h00 (including any adjournment or postponement thereof) to consider and, if deemed fit, pass, with or without modification, the Scheme Resolutions;
“Scheme Record Date”	the date and time at which Interwaste Scheme Participants must be recorded in the Register to participate in the Interwaste Scheme at the Operative Date and to receive the Scheme Consideration on the first Scheme Consideration Settlement Date thereafter, which date is indicatively expected to be close of business on Friday, 1 March 2019;
“Scheme Resolutions”	the resolutions of Shareholders required to give effect to and implement the acceleration of options granted to Interwaste LTIP Participants under the Interwaste LTIP and the Interwaste Scheme (including the Repurchase Alternative), either individually or in a composite resolution, including a special resolution approving the Interwaste Scheme pursuant to section 115(2)(a) of the Companies Act, as set out in the Notice of Scheme Meeting;
“Scheme Shares”	all of the Interwaste Shares in issue on the Scheme Record Date, save only for the Excluded Shares;
“Scheme Voting Record Date”	the last date to be recorded in the Register in order for Shareholders to become Scheme Voting Shareholders and, therefore, be eligible to attend, speak and vote at the Scheme Meeting (or any adjournment or postponement thereof), being close of trade on Friday, 4 January 2019;
“Scheme Voting Shareholders”	Shareholders recorded in the Register on the Scheme Voting Record Date, who are lawfully entitled to attend, speak and vote at the Scheme Meeting;
“Séché Environnement”	Séché Environnement S.A., registration number 306917535, a company duly incorporated in accordance with the laws of France;
“Séché SA”	Séché South Africa Proprietary Limited, registration number 2018/475445/07, a private company duly incorporated in accordance with the laws of South Africa, a wholly owned subsidiary of Séché Environnement;
“Séché SA Directors”, “Directors of Séché SA” or “Séché SA Board”	the board of directors of Séché SA as at the Last Practicable Date, whose details and further information are set out on page 24 of this Circular;
“SENS”	the Stock Exchange News Service of the JSE;

“Shareholder” or “Shareholders”	in the case of (i) Certificated Shares, the person who is the registered holder of such Interwaste Shares from time to time; and (ii) Dematerialised Interwaste Shares, the person who is the Beneficial Holder of such Dematerialised Interwaste Shares from time to time and includes, where applicable and as the context requires, the nominee holder thereof;
“Solvency and Liquidity Requirements”	the requirements set in in section 46(1) of the Companies Act applicable to the Repurchase Alternative, as read with the solvency and liquidity test set out in section 4 of the Companies Act;
“South Africa” or “SA”	the Republic of South Africa;
“Strate”	Strate Proprietary Limited, registration number 1998/022242/07, a private company incorporated in accordance with the laws of South Africa and registered as a central securities depository responsible for the electronic clearing and settlement of trades on the JSE;
“STT”	securities transfer tax imposed in terms of the STT Act;
“STT Act”	the Securities Transfer Tax Act, No. 25 of 2007, as amended;
“Subsidiary”	a subsidiary company as defined in section 3 of the Companies Act, but shall include a juristic person or other undertaking which would have been a subsidiary company as defined in section 3 of the Companies Act had the juristic person or other undertaking been a company; or a juristic person or other undertaking that would have been a subsidiary as defined in section 3 of the Companies Act but for the fact that it is incorporated outside of South Africa;
“Superior Proposal”	a “ <i>Superior Proposal</i> ” as defined in the Implementation Agreement, being an Alternative Proposal from a third party received by Interwaste for the acquisition of all the Interwaste Shares in issue (excluding Treasury Shares and Interwaste Shares held by the third party and/or persons acting in concert with it), and which (A) is at a cash consideration per Interwaste Share of at least R1.35 and, in the event of a non-cash offer or a part cash offer, the value of the securities offered as consideration has a value which is at least R1.35 (as certified by the Independent Expert in the event of non-listed securities) or where such securities are listed, the value of the consideration (or such portion thereof, as applicable) shall be determined by reference to the 30 trading day volume weighted average price of such securities on the primary market in which such securities are traded on the day immediately preceding the day on which the Alternative Proposal is made if such day is a trading day, failing which on the next preceding trading day prior to the making of the Alternative Proposal and (B) is considered by the Interwaste Board (or any sub-committee thereof mandated by it for this purpose), acting in good faith and after having consulted its advisors, to be <i>bona fide</i> ;
“Takeover Regulations”	the regulations set out in chapter 5 of the Companies Regulations;
“Trading Day”	any day that is an ordinary trading day on the exchange operated by the JSE;
“Transfer Secretaries”	Computershare Investor Services Proprietary Limited, registration number 2004/003647/07, a private company duly incorporated in accordance with the laws of South Africa, or such other person or persons as may be appointed by Interwaste from time to time as Transfer Secretaries for purposes of the Interwaste Scheme;
“Transfer Shares”	all Scheme Shares, other than the Repurchase Shares, being therefore the Scheme Shares which are acquired by Séché SA pursuant to the Interwaste Scheme;

“Treasury LTIP Settlement Shares”	any Treasury Shares as at the Scheme Record Date which are subsequently transferred to Interwaste LTIP Participants under or in respect of the Interwaste LTIP;
“Treasury Shares”	an Interwaste Shares held by a Subsidiary of Interwaste and/or by a trust through a scheme, and/or by another entity, where the equity shares in Interwaste are controlled by Interwaste from a voting perspective;
“TRP”	the Takeover Regulation Panel, established in terms of section 196 of the Companies Act;
“Uncertificated Securities Register”	the record of Dematerialised Interwaste Shares administered and maintained by a CSDP and which forms part of the Register;
“Valid Demand/s”	demand/s made in terms of section 164(5) of the Companies Act, within the time period contemplated in section 164(7), by one or more Shareholders, who comply with the requirements of sections 164(5)(a) and (c), in terms of which such Shareholder/s demand that Interwaste pay such Shareholder/s the fair value for all of the shares such Shareholder/s hold/s in Interwaste; and
“VAT”	value-added tax, payable in terms of the Value-Added Tax, No. 89 of 1991, as amended.

INTERWASTE HOLDINGS LIMITED

(Incorporated in the Republic of South Africa)
(Registration number 2006/037223/06)
Share code: IWE ISIN: ZAE000097903
("Interwaste" or the "Company")

**SÉCHÉ SOUTH AFRICA
PROPRIETARY LIMITED**

(Incorporated in the Republic of South Africa)
(Registration number 2018/475445/07)
("Séché SA" or the "Offeror")

Interwaste Directors

Executive

William Alan Hardy Willcocks (*Chief Executive Officer*)
Leonardus Christoffel Grobbelaar
Robert Arthur Lumb

Non-executive

Petrus Funani Mojono* (*Chairperson*)
Charles Alexander Boles*
Landiwe Jackie Mahlangu*
David Keith Rosevear*
Bronwyn Lee-Ann Willcocks

* Independent

Séché SA Directors

Executive

Maxime Patrick Roger Séché

CIRCULAR TO SHAREHOLDERS

1. INTRODUCTION AND BACKGROUND

- 1.1 Shareholders are referred to the Firm Intention Announcement released on SENS on Friday, 2 November 2018 and published in the press on Monday, 5 November 2018, in terms of which, *inter alia*, Shareholders were advised by Séché SA and Interwaste that, pursuant to the fulfilment and/or waiver of the pre-conditions set out in the Implementation Agreement, Séché SA announced a firm offer to acquire all of the Interwaste Shares, excluding the Excluded Shares, at the Scheme Consideration by way of the Interwaste Scheme.
- 1.2 By way of summary, under the Interwaste Scheme, if approved and subject to it becoming operative:
 - 1.2.1 Séché SA will acquire all of the Interwaste Shares held by Shareholders (other than the Interwaste Shares held by Dissenting Shareholders and the Excluded Treasury Shares) for the Scheme Consideration; or
 - 1.2.2 alternatively, if and to the extent so elected by the Interwaste Scheme Participants and subject to the Company meeting the Solvency and Liquidity Requirements, Interwaste purchasing from such Interwaste Scheme Participants their Interwaste Shares for the Scheme Consideration and, in such instance, for each such Interwaste Share repurchased by Interwaste, Séché SA will subscribe for an Interwaste Share in an amount equal to the Scheme Consideration,in each such case subject to the terms and conditions of the Interwaste Scheme as further set out in this Circular.
- 1.3 The Scheme Consideration to be received by the Interwaste Scheme Participants should the Interwaste Scheme becoming operative, is an amount of R1.20 in cash (subject to escalation and/or increase as set out in paragraph 5.6 below) for every Scheme Share acquired and/or repurchased from them under the Interwaste Scheme.

- 1.4 Following the implementation of the Interwaste Scheme, excluding any Excluded Dissenting Shareholders' Shares (which will be transferred to Interwaste and cancelled, as more fully set out in paragraph 5.11.1.8 below) and the Treasury Shares (which will continue to be held by the relevant Subsidiary/ies of Interwaste), Séché SA will become the registered and beneficial owner of all of the Interwaste Shares.
- 1.5 Interwaste, Séché SA and Séché Environnement have entered into the Implementation Agreement in relation to, *inter alia*, the implementation of the Interwaste Scheme. The Implementation Agreement contains provisions relating to, *inter alia*:
 - 1.5.1 the conditionality of the Interwaste Scheme;
 - 1.5.2 the conduct by Interwaste and the Group of its business in the Interim Period;
 - 1.5.3 matters relating to the solicitation or and/or participation in Alternative Proposals; and
 - 1.5.4 circumstances under which the Interwaste Scheme may be terminated,as more fully summarised in paragraph 15.2 below.
- 1.6 Subject to the Interwaste Scheme becoming unconditional in accordance with its terms, the JSE has granted approval for the suspension of the listing of the Interwaste Shares on the JSE with effect from the commencement of trade on the JSE on the Trading Day following the Scheme LDT, which is indicatively expected to be Wednesday, 27 February 2019. Subject to the Interwaste Scheme becoming operative, which Operative Date is indicatively expected to be Monday, 4 March 2019, the listing on the JSE of the Interwaste Shares will terminate with effect from the commencement of trade on the first Trading Day after the Operative Date.

2. PURPOSE OF THIS CIRCULAR

- 2.1 The purpose of this Circular is to:
 - 2.1.1 set out the terms and conditions of the Interwaste Scheme by which all Interwaste Scheme Participants will be bound should the Interwaste Scheme be approved and become operative;
 - 2.1.2 provide Shareholders with the relevant information regarding the Interwaste Scheme, and the procedure surrounding settlement of the Scheme Consideration, including, *inter alia*, the Independent Expert's Report which sets out the fair and reasonable opinion of the Independent Expert prepared in accordance with the requirements of section 114(3) of the Companies Act and regulation 90 of the Takeover Regulations;
 - 2.1.3 advise Shareholders of the recommendation of the Interwaste Independent Board in respect of the Interwaste Scheme (as supported by the Independent Expert's Report), in order to enable them to make an informed decision as to whether or not they should vote in favour of the Scheme Resolutions to be proposed at the Scheme Meeting;
 - 2.1.4 convene the Scheme Meeting to consider and, if deemed fit, approve the Scheme Resolutions as set out in the Notice; and
 - 2.1.5 inform Shareholders of their Appraisal Rights and the manner in which they may exercise these rights should they wish to do so.
- 2.2 A notice convening the Scheme Meeting is attached to, and forms part of, this Circular, and sets out the Scheme Resolutions to be considered and, if deemed fit, approved by the requisite majority of Shareholders in order for the Interwaste Scheme to be implemented.

3. RATIONALE FOR SÉCHÉ ENVIRONNEMENT AND SÉCHÉ SA

- 3.1 The Offeror Parties believe that the following benefits can be achieved through the implementation of the Interwaste Scheme:
 - 3.1.1 present in 15 countries around the world, and with 40 sites in France, Séché Environnement is a major player in the circular economy and waste management for companies and communities, operating with the highest standards for all its stakeholders. The acquisition of Interwaste will enable the Offeror Parties to bring their products and services to a broader customer base, including in particular the high value-added target segments of industrial, oil and gas and mining customers;

- 3.1.2 as part of an ambitious international growth strategy focusing on key selected markets with the most promising outlook, the Offeror Parties intend to deploy Interwaste as a growth platform in South Africa and Sub-Saharan Africa to achieve greater geographical, operational and risk diversification;
 - 3.1.3 the quality of the Interwaste management team allied to the broader range of products and services and technical expertise brought by the Offeror Parties should deliver enhanced returns to shareholders of Séché Environnement;
 - 3.1.4 the Offeror Parties believe that Séché Environnement's long-standing expertise in the circular economy and in the most complex and technical hazardous waste can be a competitive advantage in the South African market, enabling it to drive enhanced sustainability in the South African waste management industry; and
 - 3.1.5 the Interwaste Scheme will unlock key strategic business synergies between Interwaste and Séché Environnement that are mutually beneficial.
- 3.2 The Offeror Parties are fully committed to the transformation objectives of Interwaste and are in the process of developing a new road-map together with Interwaste management in order to ensure enhanced transformation in all dimensions of the Broad-Based Black Economic Empowerment scorecard.
- 3.3 The Offeror Parties intend to manage the business of Interwaste in largely the same manner that it was managed prior to the implementation of the Interwaste Scheme.

4. **RATIONALE FOR INTERWASTE BOARD AND INTERWASTE INDEPENDENT BOARD**

Taking into account the opinion of the Independent Expert (as further described in paragraph 16.2 below), and considering the support for the transaction by key shareholders as set out in paragraph 14 below, the Interwaste Board's and Interwaste Independent Board's view is that the Interwaste Scheme represents a material opportunity for Shareholders to realise value from their shareholding in Interwaste. The Scheme Consideration represents a premium of 47.9% to the 30-day volume weighted average price of Interwaste Shares as at 28 September 2018, the Trading Day immediately preceding the issue by Interwaste of a cautionary announcement in connection with the Interwaste Scheme on 1 October 2018, and is within the fair value range reflected in the Independent Expert Report.

5. **TERMS AND CONDITIONS OF THE INTERWASTE SCHEME**

In terms of section 114(1) of the Companies Act, the Interwaste Board hereby proposes the Interwaste Scheme, on the terms set out in this paragraph 5, between Interwaste and the Shareholders, and to which Séché SA agrees to and is hereby bound.

5.1 **The Interwaste Scheme**

- 5.1.1 Subject to the Interwaste Scheme becoming unconditional in accordance with its terms and save as further provided in this paragraph 5, on and with effect from the Operative Date:
 - 5.1.1.1 in respect of all of the Repurchase Shares, the relevant Interwaste Scheme Participants (whether or not they voted in favour of the Interwaste Scheme or abstained from voting) holding such Repurchase Shares will:
 - 5.1.1.1.1 be deemed to have disposed of all such Repurchase Shares, free of encumbrances, to Interwaste by way of a repurchase of the relevant Repurchase Shares, which Repurchase Shares will automatically be cancelled and returned to the status of authorised but unissued shares;
 - 5.1.1.1.2 be entitled to receive from Interwaste a repurchase price equal to the Scheme Consideration for each such Repurchase Share repurchased by Interwaste, subject to the remaining provisions of this paragraph 5;
 - 5.1.1.2 in respect of all of the Transfer Shares (i.e. all Scheme Shares other than those subject to paragraph 5.1.1.1 above), the relevant Interwaste Scheme Participants (whether or not they voted in favour of the Interwaste Scheme or abstained from voting) holding such Transfer Shares will:

- 5.1.1.2.1 be deemed to have disposed of (and will be deemed to have undertaken to transfer) all such Transfer Shares, free of encumbrances, to Séché SA, and Séché SA will be deemed to have acquired registered and beneficial ownership of all such Transfer Shares, without any further act or instrument being required; and
 - 5.1.1.2.2 be entitled to receive the Scheme Consideration for each Transfer Share transferred to Séché SA in terms of the Interwaste Scheme, subject to the remaining provisions of this paragraph 5.
- 5.1.2 In respect of each Repurchase Share, and immediately before such Repurchase Share is repurchased, Séché SA shall subscribe for one Interwaste Share for an amount equal to the Scheme Consideration payable by Interwaste in respect of such Repurchase Share ("**Subscription Amount**") and, in respect of such subscription:
 - 5.1.2.1 Séché SA will discharge its obligation to pay the Subscription Amount by paying, without regard to any lien, right of set-off, counterclaim or other analogous right, the Subscription Amount to Interwaste or, should Interwaste so direct in writing, to the Transfer Secretaries or such other payment intermediary/ies as Interwaste may nominate, which Subscription Amount shall be paid in such manner and time as will enable Interwaste timeously to discharge its obligation to pay the Scheme Consideration to the relevant Interwaste Scheme Participant, but in any event by no later than the date and time on which the subscription by Séché SA occurs; and
 - 5.1.2.2 subject to payment of the Subscription Amount, Interwaste will issue the Interwaste Share subscribed for by Séché SA to it in certificated form, and cause Séché SA to be recorded in the Register as the sole holder thereof.
- 5.1.3 Each Interwaste Scheme Participant irrevocably and *in rem suam* authorises and nominates Interwaste, as principal, with power of substitution, to cause the Scheme Shares disposed of by the Interwaste Scheme Participants in terms of the Interwaste Scheme to (i) in respect of the Repurchase Shares, be transferred to, and cancelled by Interwaste and (ii) in respect of the Transfer Shares be transferred to, and registered in the name of, Séché SA, in each such case on or at any time after the Operative Date, and to do all such things and take all such steps (including the signing of any transfer form) as Interwaste, in its discretion, considers necessary in order to give effect to such transfer, cancellation and/or registration, as applicable.
- 5.1.4 The Scheme Consideration will be settled, in full, in accordance with the terms of the Interwaste Scheme without regard to any lien, right of set-off, counterclaim or other analogous right to which Interwaste or Séché SA may otherwise be, or claim to be, entitled against an Interwaste Scheme Participant.
- 5.1.5 Interwaste, as principal, will procure that Séché SA complies with its obligations under the Interwaste Scheme, and Interwaste alone will have the right to enforce those obligations (if necessary) against Séché SA.
- 5.1.6 The rights of the Interwaste Scheme Participants to receive the Scheme Consideration will be rights enforceable by Interwaste Scheme Participants against Interwaste only. Interwaste Scheme Participants will be entitled to require Interwaste to enforce its rights in terms of the Interwaste Scheme against Séché SA.
- 5.1.7 The effect of the Interwaste Scheme will be that, *inter alia*, Séché SA will, with effect from the Operative Date, become the registered and beneficial owner of all Scheme Shares (other than the Repurchase Shares which will return to the status of authorised but unissued shares).
- 5.1.8 Interwaste and Séché SA have agreed that, upon the Interwaste Scheme becoming operative, they will give effect to the terms and conditions of the Interwaste Scheme and will take all actions and sign all necessary documents to give effect to the Interwaste Scheme.

5.2 Repurchase Alternative

- 5.2.1 There is no obligation on Interwaste Scheme Participants to make an election under the Interwaste Scheme.
- 5.2.2 Save as otherwise provided in this paragraph 5, Interwaste Scheme Participants who wish to dispose of all or some of their Interwaste Shares under the Interwaste Scheme pursuant to the Repurchase Alternative must make valid and timeous elections to do so in accordance with the provisions of paragraphs 1.2, 2.2 and/or 3.2, as applicable, of the Section of this Circular titled "*Action Required by Interwaste Shareholders*".
- 5.2.3 If no election is made, or if an election is not validly or timeously made, the Repurchase Alternative shall not apply and the relevant Interwaste Shares will be subject to the Interwaste Scheme as Transfer Shares.
- 5.2.4 The Repurchase Alternative is subject to the Company meeting the Solvency and Liquidity Requirements on the relevant date on which such Repurchase Alternative is implemented.
- 5.2.5 If and for so long as the Company is unable to implement the Repurchase Alternative due to it failing to meet the Solvency and Liquidity Requirements, or otherwise, the Repurchase Alternative shall cease to apply, any applicable elections in respect thereof shall cease and the Interwaste Shares held by Interwaste Scheme Participants shall be classified as Transfer Shares and subject to the Interwaste Scheme as such.
- 5.2.6 As at the date of this Circular, the Company has satisfied the Solvency and Liquidity Requirements.
- 5.2.7 Elections for the Repurchase Alternative may be altered in accordance with, and subject to, the applicable times set out in paragraphs 1.2, 2.2 and/or 3.2, as applicable, of the Section of this Circular titled "*Action Required by Interwaste Shareholders*".
- 5.2.8 If Interwaste Scheme Participants who elect the Repurchase Alternative for some or all of their Interwaste Shares and either hold fewer shares than those stated in the election or subsequently sell or transfer those Interwaste Shares, or acquire additional Interwaste Shares, such Interwaste Scheme Participants must update their election for their exact shareholding and/or the remaining (and, if applicable, additional) Interwaste Shares with the Transfer Secretaries, or their CSDP, Broker or nominee (as the case may be). In the absence of updating their election:
 - 5.2.8.1 in respect of Interwaste Scheme Participants who are Dematerialised Shareholders their choice of the Repurchase Alternative will be adjusted in accordance with the rules of Strate and the Repurchase Alternative may not necessarily apply to the same extent which was originally elected for; and
 - 5.2.8.2 in respect of Interwaste Scheme Participants who are Certificated Shareholders, the following rules will apply:
 - 5.2.8.2.1 should any Interwaste Scheme Participants make an election of the Repurchase Alternative and subsequently sell or transfer those Interwaste Shares, or acquire additional Interwaste Shares, Interwaste will not be liable for any costs, expenses, liabilities, taxes and/or losses incurred or suffered by such Interwaste Scheme Participants, whether directly or indirectly, as a result of or relating to such Interwaste Scheme Participant not participating in the Repurchase Alternative, and/or receiving the Scheme Consideration thereunder, in accordance with their original election;
 - 5.2.8.2.2 In the event that an Interwaste Scheme Participant has validly elected the Repurchase Alternative in respect of a stated or determinable number of Interwaste Shares, and it holds a greater number of Interwaste Shares which are subject to the election, that election shall be applied first, and the balance (if any) of such Interwaste Scheme Participant's shareholding of Interwaste Shares shall be subject to the Transfer under the Interwaste Scheme; and

- 5.2.8.2.3 In the event that an Interwaste Scheme Participant has validly made the Repurchase Alternative in respect of a stated or determinable number of Interwaste Shares, and it holds a lesser number of Interwaste Shares, that election shall be applied to all such Interwaste Shares subject to the election and no Interwaste Shares shall accordingly be categorised as Transfer Shares and be purchased by the Offeror under the Interwaste Scheme.

5.3 Scheme Conditions

- 5.3.1 The implementation of the Interwaste Scheme will be subject to the fulfilment, or if applicable, waiver (in whole or in part), of the following Scheme Conditions:
 - 5.3.1.1 by not later than the Long Stop Date, the Shareholders have adopted the resolutions set out in the Notice, which Notice includes a special resolution approving the Interwaste Scheme pursuant to section 115(2)(a) of the Companies Act, and in the event of the provisions of section 115(2)(c) of the Companies Act becoming applicable:
 - 5.3.1.1.1 by no later than the later of (i) the Long Stop Date, and (ii) the earlier of (a) 40 Business Days after the Interwaste Scheme is approved and (b) the Long Stop Date, the High Court of South Africa approves the implementation of such resolution; and
 - 5.3.1.1.2 if applicable, Interwaste not treating the aforesaid resolution as a nullity as contemplated in section 115(5)(b) of the Companies Act;
 - 5.3.1.2 with regards to Shareholders exercising their Appraisal Rights (if any), either:
 - 5.3.1.2.1 Shareholders give notice objecting to the Interwaste Scheme as contemplated in section 164(3) of the Companies Act and vote against the Interwaste Scheme at the Scheme Meeting in respect of less than or equal to 10% of all of the Interwaste Shares (excluding Treasury Shares); or
 - 5.3.1.2.2 if Shareholders do give notice objecting to the Interwaste Scheme and vote against the Interwaste Scheme in respect of more than 10% of all of the Interwaste Shares (excluding Treasury Shares), then, within the time period permitted in terms of the Companies Act, Dissenting Shareholders have not exercised Appraisal Rights, by giving valid demands in terms of sections 164(5) to 164(8) of the Companies Act, in respect of more than 10% of all the Interwaste Shares (excluding Treasury Shares); and
 - 5.3.1.3 all Regulatory Consents are received on an unconditional basis, or to the extent that any such Regulatory Consents are subject to any obligation, undertaking, condition or qualification, the Party/ies adversely affected by the obligation, undertaking, condition or qualification confirms in writing to the other Party/Parties that the condition is acceptable to it or them, which confirmation shall not be unreasonably withheld or delayed; and
 - 5.3.1.4 by not later than the Long Stop Date, the following persons have provided their written consents and/or waiver of rights pursuant to the change of control or change in shareholding (as applicable) of Interwaste or any indirect change of control of any subsidiary of Interwaste pursuant to the Interwaste Scheme in respect of the stated agreement/s (to the extent that such agreements remain in force and/or the relevant consent is required thereunder), in a form and substance reasonably acceptable to Séché SA:
 - 5.3.1.4.1 Sasol Group Services Proprietary Limited, pursuant to an agreement titled "Memorandum of Agreement" between Sasol Group Services Proprietary Limited acting in its own capacity and for and on behalf of Sasol Infrachem (a division of Sasol Chemical Industries Limited) and Interwaste Proprietary Limited, as amended or restated from time to time;

- 5.3.1.4.2 Sasol Group Services Proprietary Limited, pursuant to an agreement titled "General Services Agreement ("Term Services Contract")" between Sasol Group Services Proprietary Limited acting in its own capacity and for and on behalf of Sasol Synfuels Proprietary Limited, Sasol Mining Proprietary Limited, Sasol Chemical Industries Limited, Merisol RSA Proprietary Limited, Sasol Acrylates South Africa Proprietary Limited and Interwaste Proprietary Limited, as amended or restated from time to time;
 - 5.3.1.4.3 Sishen Ore Company Proprietary Limited, pursuant to an agreement titled "Agreement for Services" between Sishen Iron Ore Company Proprietary Limited and Masakhane Interwaste Proprietary Limited, as amended or restated from time to time;
 - 5.3.1.4.4 National Petroleum Refiners of South Africa Proprietary Limited, pursuant to an agreement titled "General Services Agreement" between National Petroleum Refiners of South Africa Proprietary Limited and Interwaste Proprietary Limited, as amended or restated from time to time;
 - 5.3.1.4.5 Absa Bank Limited, pursuant to an agreement titled "Banking Facilities" between Absa Bank Limited (acting through its Corporate and Investment Banking division) and Interwaste Proprietary Limited, as amended or restated from time to time;
 - 5.3.1.4.6 The Standard Bank of South Africa Limited, pursuant to an agreement titled "Banking Facilities Letter" between The Standard Bank of South Africa Limited and Interwaste Proprietary Limited, as amended or restated from time to time; and
 - 5.3.1.4.7 Sappi Forests Proprietary Limited, pursuant to an agreement titled "Service and Supply Agreement" between Sappi Forests Proprietary Limited and Interwaste Proprietary Limited, as amended or restated from time to time.
- 5.3.2 The Scheme Conditions set out in paragraphs 5.3.1.2 and 5.3.1.4 above are for the benefit of Séché SA which may waive fulfilment of such Scheme Conditions, in whole or in part, upon written notice to Interwaste prior to the date of fulfilment of such Scheme Conditions.
- 5.3.3 The Scheme Conditions in paragraphs 5.3.1.1 and 5.3.1.3 above are for the benefit of Interwaste and Séché SA and may be waived by written agreement between them prior to the date and time for fulfilment of such Scheme Conditions.
- 5.3.4 The dates/s and times for the fulfilment or waiver of any one or more of the Scheme Conditions may be extended by written agreement between Interwaste and Séché SA from time to time.
- 5.3.5 Notwithstanding anything to the contrary in this paragraph 5.3, but without prejudice to any other rights and/or obligations which the Parties may have under the Implementation Agreement or in law, the Scheme Conditions will be read *pro non-scripto* for all purposes upon the issue on SENS of the finalisation announcement jointly approved in writing by Interwaste and Séché SA.
- 5.3.6 If a Regulatory Consent is granted subject to an obligation, undertaking, condition or qualification:
- 5.3.6.1 the Party adversely affected thereby shall be given five Business Days from the date of receipt of the relevant Regulatory Consent (or such longer period as the Company, in relation to the Offeror Parties, or either Offeror Party in relation to the Company) may agree in writing) within which to accept or decline such obligation, undertaking, condition or qualification by means of written notice to the other Parties, and failing such written notice, subject to paragraph 5.3.6.2 below, the Scheme Condition relating to the relevant Regulatory Consent shall be deemed to have failed and thus give rise to a termination right under paragraph 5.5 below;

- 5.3.6.2 either the Company or the Offeror Parties shall be entitled to bring appeal or review proceedings if the other Party/ies consents thereto in writing;
- 5.3.6.3 if review or appeal proceedings are brought pursuant to paragraph 5.3.6.2 above, the Company (on the one hand) and the Offeror Parties (on the other hand) will render all reasonable assistance to the Party instituting such proceedings; and
- 5.3.6.4 if after the review or appeal the original order granted by the relevant Authority is upheld or it is substituted for a decision which equally fails the Scheme Condition, then the Scheme Condition in paragraph 5.3.1.3 above shall fail unless the Party adversely affected thereby waives the Scheme Condition or revises its acceptance of the relevant obligation, undertaking, condition or qualification such that the Scheme Condition is satisfied.

5.4 Merger notification to the Competition Authorities

It is recorded that the Interwaste Scheme will result in a change in control, as contemplated by Chapter 3 of the Competition Act, which will require the approval of the Competition Authorities prior to the Interwaste Scheme being implemented. As at the Last Practicable Date, approval from the Competition Authorities had not been obtained.

5.5 Termination events

- 5.5.1 The Interwaste Scheme will terminate and any relevant Scheme Resolution shall be treated as a nullity forthwith:
 - 5.5.1.1 upon written notice by the Offeror to Interwaste if the Interwaste Independent Board recommends an Alternative Proposal to the Shareholders;
 - 5.5.1.2 upon written notice by Interwaste to the Offeror if Interwaste has received an Alternative Proposal which the Interwaste Independent Board reasonably determines to be a Superior Proposal, and after following the process set out in paragraphs 15.2.7.2 and 15.2.7.3 below, the Offeror has not made a Matching Offer as contemplated in paragraph 15.2.7.3 below;
 - 5.5.1.3 upon written notice from either Interwaste to the Offeror, or the Offeror to Interwaste, if the Interwaste Scheme is not approved by the requisite majority of Shareholders at the Scheme Meeting;
 - 5.5.1.4 if any Scheme Condition which may be waived by the Offeror becomes incapable of fulfilment, and the Offeror notifies Interwaste in writing that the Offeror will not waive that Scheme Condition;
 - 5.5.1.5 upon written notice from either Interwaste to the Offeror, or the Offeror to Interwaste, if all the Scheme Conditions have not been fulfilled or waived (to the extent permitted), on or before the relevant date/s for fulfilment or (to the extent permitted) waiver;
 - 5.5.1.6 subject to paragraph 5.5.3 below, on the 5th Business Day after the Offeror gives written notice to Interwaste if a Material Adverse Change occurs; or
 - 5.5.1.7 upon written notice by the Offeror Parties to Interwaste, or Interwaste to an Offeror Party (and/or both such Offeror Parties, as the case may be) ("**Defaulting Party**"), given on or before the Scheme LDT, if the Defaulting Party commits a material breach of any provision of the Implementation Agreement or the Interwaste Scheme and fails to remedy such breach within 10 Business Days of receipt of a written notice by the Defaulting Party from another party requesting such remedy. For the purposes of this paragraph 5.5.1.7, a material breach shall mean any breach by:
 - 5.5.1.7.1 Interwaste of the provisions of clause 11.1 (*Alternative Proposal*) of the Implementation Agreement (summarised in paragraph 15.2.5 below), if an Alternative Proposal is made which was a proximate and material consequence of a breach of clause 11.1.1 of the Implementation Agreement (summarised in paragraph 15.2.5.1 below) (please note that the Implementation Agreement is available for inspection, as indicated in paragraph 21 below); or

- 5.5.1.7.2 any Defaulting Party which would either (i) be such as to preclude the due fulfilment of any Scheme Condition or implementation of the Interwaste Scheme; and/or (ii) result or is reasonably likely to result in the Offeror Parties, Interwaste or the Interwaste Scheme Participants incurring or suffering losses, damages, liabilities, costs, claims or expenses in excess of an amount of R10,000,000 on the basis that the amount of R10,000,000 is a cumulative amount that may be made up of one or more breaches (each in an amount of R5,000,000 or more).
- 5.5.2 For the purpose of paragraph 5.5.1.6 above, a **“Material Adverse Change”** means:
- 5.5.2.1 any circumstance, fact or event (including any change in law) (**“Event”**), actual or which might reasonably be expected to arise which, alone or together with any other Event, actual or which might reasonably be expected to arise, which has, or is reasonably likely to have, the effect of being materially adverse with regard to the operations, continued existence, business, condition, assets and/or liabilities of the Group other than as a consequence of the effect of any change that generally affects any industry in which the Group operates and excluding any Event known to the Offeror or fairly disclosed by the Group to the Offeror prior to the date of on which the Offeror’s due diligence was completed and confirmed as satisfactory (being 2 November 2018). In this regard, to be material, the Event, at the time of the assessment thereof, must have or must reasonably be likely to lead to either:
- 5.5.2.1.1 the Group’s consolidated earnings before interest, tax, depreciation and amortisation declining to below 85% of the earnings before interest, tax, depreciation and amortisation of the Group as set out in the audited consolidated annual financial statements of the Group as at and in respect of the financial year ended 31 December 2017 (**“Applicable AFS”**); or
- 5.5.2.1.2 the consolidated net asset value of the Group declining to below 90% of the consolidated net asset value of the Group as set out in the Applicable AFS; or
- 5.5.2.2 the JSE All Share Index closing price on any date, or any equivalent or replacement thereof, falls and remains below the JSE All Share Index closing price on Wednesday, 17 October 2018 (being the Business Day prior to the date of signature of the Implementation Agreement), multiplied by 80% for five or more consecutive trading days at any time after the Signature Date. The JSE All Share Index closing price will be as published on the applicable Bloomberg screen (JALSH Index HP).
- 5.5.3 The Offeror shall not be entitled to terminate the Interwaste Scheme on the basis set out in paragraph 5.5.1.6 above after the Scheme Condition in paragraph 5.3.1.1 above is fulfilled or waived, as the case may be.
- 5.5.4 None of the Parties shall be entitled to terminate or otherwise cancel the Interwaste Scheme prior to the Scheme LDT, other than as set out in paragraph 5.5.1 above.
- 5.5.5 None of the Parties shall be entitled to terminate or otherwise cancel the Interwaste Scheme after the Scheme LDT. Accordingly, if the Scheme LDT occurs before the expiry of the remedy period set out in paragraph 5.5.1.7 above, the remedy period shall expire on the 2nd Business Day before the Scheme Last Day to Trade, even if that results in there being no remedy period.
- 5.5.6 Notwithstanding the provisions of paragraph 5.5.1.6 above, where Interwaste, within the five Business Day notice period referred to in that paragraph, gives written notice to the Offeror that it disputes that a Material Adverse Change has occurred, the Offeror and the Company shall, within two Business Days of the Company’s dispatch of its written notice, meet with a view to reaching agreement. If the Offeror and the Company are, for any reason whatsoever (including any Party’s failure to participate in the process), unable to reach agreement within four Business Days of the Company’s dispatch of its written notice, then any Party shall be entitled to refer the dispute to the Dispute Expert for determination. The Dispute Expert

shall determine the dispute as an expert and not as an arbitrator. Where the Dispute Expert determines that a Material Adverse Change has occurred, then the Interwaste Scheme shall be deemed to have terminated in accordance with paragraph 5.5.1.6 above. During the period between the Offeror giving notice in terms of paragraph 5.5.1.6 above and the date of the Dispute Expert's determination, the Parties shall use their reasonable endeavours to ensure that the *status quo* is preserved, and that the Interwaste Scheme is neither advanced nor prejudiced (but, for the avoidance of doubt, shall continue to seek to fulfil the remaining Scheme Conditions such that the Scheme may continue to be expeditiously implemented should the dispute be resolved Interwaste in favour of the Company).

5.6 Scheme Consideration

- 5.6.1 Subject to escalation and/or increase as further set out in this paragraph 5.6, the Scheme Consideration to be received by the Interwaste Scheme Participants will be an amount of R1.20 in cash for every Interwaste Share acquired from them under the Interwaste Scheme.
- 5.6.2 The Scheme Consideration shall escalate in the event that:
 - 5.6.2.1 the Long Stop Date is extended beyond 31 March 2019; and
 - 5.6.2.2 such extension is caused by a delay, other than a delay which is outside of the control of the Offeror Parties in obtaining fulfilment of any Scheme Condition in paragraphs 5.3.1.3 or 5.3.1.4 above,at a nominal annual rate (compounded monthly in arrears) of 10% from 10 April 2019 until (and including) the Scheme Consideration Settlement Date.
- 5.6.3 The Scheme Consideration may be increased by Séché SA in cash at any time prior to the Operative Date by written notice to Interwaste.
- 5.6.4 Should a Matching Offer (as defined in paragraph 15.2.7.3 below) be made by Séché SA, the Scheme Consideration shall comprise such improved consideration as forms part of Séché SA's new offer.
- 5.6.5 The Scheme Consideration (and any subscription by Séché SA for Interwaste Shares pursuant to the Repurchase Alternative) will be funded by the Offeror utilising an inward shareholder loan from Séché Environnement. The shareholder loan will in turn be financed by Séché Environnement through an existing credit facility which is available to Séché Environnement for the purpose of financing its external growth.

5.7 Settlement of the Scheme Consideration

- 5.7.1 Subject to paragraphs 5.7.2, 5.7.3 and 5.7.8 below, and subject to the Interwaste Scheme becoming operative, Interwaste Scheme Participants will be entitled to receive the Scheme Consideration in respect of each Scheme Share disposed by them under the Interwaste Scheme.
- 5.7.2 Settlement of the Scheme Consideration is subject to the Exchange Control Regulations, the salient provisions of which are set out in Annexure 4 to this Circular.
- 5.7.3 Settlement of the Scheme Consideration in respect of the Repurchase Shares may be subject to, and be reduced by, DWT.
- 5.7.4 Interwaste or its agents will administer and effect transfer of the Scheme Consideration to Interwaste Scheme Participants.
- 5.7.5 Interwaste Scheme Participants who hold Dematerialised Interwaste Shares will:
 - 5.7.5.1 if they are not Dissenting Shareholders on the Scheme Record Date, have their accounts held at their CSDPs credited on the Operative Date with the Scheme Consideration and debited with the Scheme Shares that are repurchased by Interwaste and/or are transferred to Séché SA (as applicable) pursuant to the Interwaste Scheme; or
 - 5.7.5.2 if they are still Dissenting Shareholders on the Scheme Record Date, have their accounts held at their CSDPs credited with the Scheme Consideration and debited with the Scheme Shares that are repurchased by Interwaste and/or

are transferred to Séché SA (as applicable) pursuant to the Interwaste Scheme within three Business Days of the date on which they cease to be Dissenting Shareholders and become Interwaste Scheme Participants.

- 5.7.6 Interwaste Scheme Participants who hold Certificated Shares, and who are not Dissenting Shareholders on the Scheme Record Date, will:
- 5.7.6.1 if they have surrendered their Documents of Title and have completed and delivered the form of surrender and transfer (*blue*) to the Transfer Secretaries on or before close of trade on the Scheme Record Date, have the cheques in respect of the Scheme Consideration posted to them, at their risk, within five Business Days of the Operative Date, unless they have elected to receive the Scheme Consideration by way of an EFT by completing the relevant section of the form of acceptance, surrender and transfer (*blue*), in which case the Scheme Consideration will be paid to them on the Operative Date by way of EFT; or
 - 5.7.6.2 if they have surrendered their Documents of Title and have completed and delivered the form of surrender and transfer (*blue*) to the Transfer Secretaries after close of trade on the Scheme Record Date, within five Business Days of the Transfer Secretaries receiving their Documents of Title and completed form of surrender and transfer (*blue*), have the cheques in respect of the Scheme Consideration posted to them, at their risk, unless they have elected to receive the Scheme Consideration by way of an EFT by completing the relevant section of the form of acceptance, surrender and transfer (*blue*), in which case the Scheme Consideration will be paid to them by way of EFT within such period.
- 5.7.7 Interwaste Scheme Participants who hold Certificated Shares and who are Dissenting Shareholders on the Scheme Record Date, but who become Interwaste Scheme Participants after the Scheme Record Date, will need to surrender their Documents of Title, together with completed form of election, surrender and transfer (*blue*), to the Transfer Secretaries, and will, within five Business Days of the Transfer Secretaries receiving their Documents of Title and completed form of surrender and transfer (*blue*), have the cheques in respect of the Scheme Consideration posted to them, at their risk, unless they have elected to receive the Scheme Consideration by way of an EFT by completing the relevant section of the form of acceptance, surrender and transfer (*blue*), in which case the Scheme Consideration will be paid to them by way of EFT within such period.
- 5.7.8 Where, on or subsequent to the Operative Date, a person who was not a registered holder of Scheme Shares on the Scheme Record Date tenders to the Transfer Secretaries Documents of Title, together with a duly stamped form of election, surrender and transfer (*blue*), purporting to have been executed by or on behalf of the registered holder of such Scheme Shares and, provided that the Scheme Consideration has not already been posted or delivered to the registered holder of the relevant Scheme Shares, then such transfer may be accepted by Interwaste and Séché SA as if it were a valid transfer to such person of the Scheme Shares concerned, provided that Interwaste and Séché SA have been, if so required by either or both of them, provided with an indemnity on terms acceptable to them in respect of such Scheme Consideration.
- 5.7.9 The Scheme Consideration will be paid to Interwaste Scheme Participants, in full, in accordance with the terms of the Interwaste Scheme without regard to any lien, right of set-off, counterclaim or other analogous right to which Interwaste or Séché SA may otherwise be, or claim to be, entitled.
- 5.7.10 In the case of Interwaste Scheme Participants who are Foreign Shareholders, if the information regarding Authorised Dealers is not given or written instructions to the contrary are provided but no address is given, as required in terms of paragraphs 2.2 and 2.3 of Annexure 4 to this Circular, the Scheme Consideration will be held in trust by Interwaste, or the Transfer Secretaries on behalf of Interwaste, for the Interwaste Scheme Participants concerned, pending receipt of the necessary information or instructions. If the necessary information or instructions have not been provided after a period of five years, such Scheme Consideration shall be paid over to the Guardian's Fund of the High Court, from which it can be claimed. No interest will be paid on the Scheme Consideration so held.

5.7.11 If the Scheme Consideration is not paid or posted to Certificated Shareholders entitled thereto because the relevant form of acceptance, surrender and transfer (*blue*) has not been completed (or is incomplete) and/or the Documents of Title have not been surrendered or if any Scheme Consideration posted to a Certificated Shareholder is returned undelivered, that Scheme Consideration will be held in trust by Interwaste, or the Transfer Secretaries on behalf of Interwaste, until claimed. If the Scheme Consideration remains unclaimed after a period of five years, such Scheme Consideration shall be paid over to the Guardian's Fund of the High Court, from which it can be claimed. No interest will be paid on the Scheme Consideration so held.

5.8 Effects of the Interwaste Scheme

The effect of the Interwaste Scheme will be that, following the implementation of the Interwaste Scheme, excluding any Excluded Dissenting Shareholders' Shares (which will be transferred to Interwaste and cancelled, as more fully set out in paragraph 5.11.1.8 below) and the Treasury Shares (which will continue to be held by the relevant Subsidiary/ies of Interwaste), Séché SA will become the registered and beneficial owner of all of the Interwaste Shares with effect from the Operative Date.

5.9 Effects of the Interwaste Scheme on the Interwaste LTIP

5.9.1 Subject to the Scheme Resolutions being passed and the Interwaste Scheme becoming unconditional:

5.9.1.1 all options held by the Interwaste LTIP Participants will be accelerated and become exercisable;

5.9.1.2 in respect of all such options which are exercised by Interwaste LTIP Participants, and subject to due payment therefor (and/or agreement being reached as contemplated in paragraph 5.9.1.3 below following the proposed amendment to the Interwaste LTIP to accommodate such agreement as described in paragraph 8 of this Circular), the relevant Interwaste Shares which are the subject of such option/s ("**Option Shares**") shall be delivered to the Interwaste LTIP Participants from Treasury Shares as certificated Shares and the Interwaste LTIP Participants entered into the Register on or prior to the Scheme Record Date with the result that such Interwaste LTIP Participants shall be Interwaste Scheme Participants and the relevant Interwaste Shares shall be subject to the Interwaste Scheme on the Operative Date;

5.9.1.3 subject to written agreement with the relevant Interwaste LTIP Participant, payment of the option price payable by such Interwaste LTIP Participant for his/her Option Shares together with any income tax Interwaste is required to pay to SARS on their behalf in respect of the exercise of the relevant options ("**Required Payment**") shall be deferred to the Operative Date and:

5.9.1.3.1 in the event (and/or to the extent that) that the Interwaste LTIP Participant elects the Repurchase Alternative, the Interwaste LTIP Participant's obligation to make the Required Payment to Interwaste will be set off against Interwaste's obligation to make payment to such Interwaste LTIP Participant of the Scheme Consideration; and

5.9.1.3.2 in respect of all Option Shares acquired by Séché SA under the Interwaste Scheme (being all Option Shares other than those subject to the Repurchase Alternative), the Interwaste LTIP Participant's obligation to make the Required Payment to Interwaste will be deducted from the Scheme Consideration due to you by Séché SA (which amount will be paid by Séché SA to Interwaste),

and the relevant balance of the Scheme Consideration shall be paid to the Interwaste LTIP Participant *mutatis mutandis* in accordance with paragraph 5.7 above.

5.9.2 If for any reason any Option Shares are or are to be issued, and/or delivered and/or registered in the name of Interwaste LTIP Participants after the Scheme Record Date, such Interwaste Shares shall upon the earlier of such issue, delivery and/or registration

be Scheme Shares and be subject to the Interwaste Scheme *mutatis mutandis* as if such Interwaste LTIP Participants had been Dissenting Shareholders but had then ceased to be so, with the result that the relevant Interwaste LTIP Participants shall become Interwaste Scheme Participants at such time and become entitled to, and be settled, the Scheme Consideration in the manner provided for in paragraph 5.7 above.

5.10 Court Approval

Shareholders are advised that, in terms of section 115(3) of the Companies Act, Interwaste may in certain circumstances not be permitted to proceed to implement the Scheme Resolution, despite it being adopted at the Scheme Meeting, without the approval of the Court. In such circumstances, the Court approval is a Scheme Condition, as set out in paragraph 5.3.1.1 above.

5.11 Dissenting Shareholders

5.11.1 Shareholders are advised of their Appraisal Rights under section 164 of the Companies Act:

5.11.1.1 Shareholders who wish to exercise their rights in terms of the aforementioned section of the Companies Act are required, before the Scheme Resolution to approve the Interwaste Scheme is voted on at the Scheme Meeting, to give notice to the Company in writing objecting to the Scheme Resolution in accordance with the requirements of section 164(3) of the Companies Act.

5.11.1.2 If the Scheme Resolution is adopted by the Company, the Company is required, in accordance with section 164(4) of the Companies Act, within 10 Business Days after the Scheme Voting Shareholders adopt the Scheme Resolution, to send a notice to Shareholders who gave written notice to the Company objecting to the Scheme Resolution and did not withdraw such written notice or vote in support of the Scheme Resolution, notifying them that the Scheme Resolution has been adopted.

5.11.1.3 Shareholders who gave written notice to the Company in accordance with the requirements of section 164(3) of the Companies Act (and have not withdrawn that notice), who voted against the Scheme Resolution and who have complied with all the procedural requirements set out in section 164 may, in accordance with sections 164(5) to 164(8) of the Companies Act, demand that the Company pay them fair value of the Interwaste Shares held by them and in respect of which they have given the aforesaid written notice.

5.11.1.4 If Interwaste receives a demand in terms of 164(5) to 164(8) of the Companies Act and such demand is not withdrawn by the Operative Date, the Company will, in accordance with section 164(11) of the Companies Act, within five Business Days of the Operative Date, make an offer to those Shareholders to purchase their Interwaste Shares at fair value.

5.11.1.5 A Dissenting Shareholder who has sent a demand in accordance with the requirements of sections 164(5) to 164(8) may withdraw that demand before Interwaste makes an offer in accordance with section 164(11) of the Companies Act or if Interwaste fails to make such an offer. If a Dissenting Shareholder voluntarily withdraws its demand made in accordance with the requirements of sections 164(5) to 164(8) of the Companies Act, it will cease to be a Dissenting Shareholder and will become an Interwaste Scheme Participant whose Interwaste Shares will be acquired by Interwaste and/or Séché SA, with retrospective effect from the Operative Date and the Scheme Consideration settled in accordance with paragraph 5.7 above.

5.11.1.6 A Dissenting Shareholder who has sent a demand in accordance with the requirements of sections 164(5) to 164(8) has no further rights in respect of the Interwaste Shares in respect of which it has made such demand, other than to be paid the fair value of such Interwaste Shares, unless:

5.11.1.6.1 that Dissenting Shareholder withdraws that demand before Interwaste makes an offer in accordance with section 164(11) of the Companies Act; or

- 5.11.1.6.2 Interwaste fails to make an offer in accordance with section 164(11) of the Companies Act and that Dissenting Shareholder withdraws its demand; or
- 5.11.1.6.3 Interwaste makes an offer in accordance with section 164(11) of the Companies Act below and the Dissenting Shareholder allows such offer to lapse; or
- 5.11.1.6.4 Interwaste revokes the Scheme Resolution, by means of a subsequent special resolution,

in which case that Shareholder's rights will, in accordance with section 164(10) of the Companies Act, be reinstated without interruption.

- 5.11.1.7 The offer made by Interwaste in accordance with section 164(11) of the Companies Act will, in accordance with the requirements of section 164(12)(b) of the Companies Act, lapse if it is not accepted by the Dissenting Shareholder within 30 Business Days after it was made. If the Dissenting Shareholder allows that offer to lapse, it will cease to be a Dissenting Shareholder and will become an Interwaste Scheme Participant whose Interwaste Shares will be acquired by Interwaste and/or Séché SA under the Interwaste Scheme with retrospective effect from the Operative Date, and the Scheme Consideration settled in accordance with paragraph 5.7 above.
- 5.11.1.8 A Dissenting Shareholder who accepts an offer made in accordance with the requirements of section 164(11) of the Companies Act will become an Excluded Dissenting Shareholder and will not participate in the Interwaste Scheme. The Excluded Dissenting Shareholder must thereafter, if it (i) holds Certificated Shares, tender the Documents of Title in respect of such Certificated Shares to Interwaste or the Transfer Secretaries; or (ii) holds Dematerialised Interwaste Shares, instruct its CSDP or Broker to transfer those Interwaste Shares to Interwaste or the Transfer Secretaries. Interwaste must pay that Excluded Dissenting Shareholder the agreed amount within 10 Business Days after the Excluded Dissenting Shareholder has accepted the offer and tendered the Documents of Title or directed the transfer to Interwaste or the Transfer Secretaries of the Dematerialised Interwaste Shares.
- 5.11.1.9 A Dissenting Shareholder may (if such Dissenting Shareholder does not accept the offer by Interwaste), in accordance with section 164(14) of the Companies Act, apply to a Court to determine a fair value in respect of the Interwaste Shares that were the subject of that demand, and an order requiring Interwaste to pay the Dissenting Shareholder the fair value so determined. The Court will, in accordance with section 164(15)(c)(v) of the Companies Act, be obliged to make an order requiring:
 - 5.11.1.9.1 the Dissenting Shareholders to either withdraw their respective demands or to tender their Interwaste Shares as contemplated in paragraph 5.11.1.8 above; or
 - 5.11.1.9.2 Interwaste to pay the fair value in respect of the Interwaste Shares (as determined by the Court) to each Dissenting Shareholder who tenders its Interwaste Shares, subject to any conditions the Court considers necessary to ensure that Interwaste fulfils its obligations under section 164 of the Companies Act.
- 5.11.1.10 If, pursuant to the order of the Court, any Dissenting Shareholder withdraws its demand, the Dissenting Shareholder will cease to be a Dissenting Shareholder and will become an Interwaste Scheme Participant whose Interwaste Shares will be acquired by Interwaste and/or Séché SA under the Interwaste Scheme with retrospective effect from the Operative Date, and the Scheme Consideration settled in accordance with paragraph 5.7 above.
- 5.11.1.11 If, pursuant to the order of the Court, a Dissenting Shareholder tenders its Interwaste Shares to Interwaste pursuant to an exercise of Appraisal Rights, such Dissenting Shareholder will become an Excluded Dissenting Shareholder

and will not participate in the Interwaste Scheme. The Excluded Dissenting Shareholder must thereafter, if it (i) holds Certificated Shares, tender the Documents of Title in respect of such Certificated Shares to Interwaste or the Transfer Secretaries; or (ii) holds Dematerialised Interwaste Shares, instruct its CSDP or Broker to transfer those Interwaste Shares to Interwaste or the Transfer Secretaries. Interwaste must pay that Excluded Dissenting Shareholder the fair value determined by the Court within 10 Business Days after the Excluded Dissenting Shareholder has accepted the offer and tendered the Documents of Title or directed the transfer to Interwaste or the Transfer Secretaries of the Dematerialised Interwaste Shares.

5.11.2 A copy of section 164 of the Companies Act, which sets out the Appraisal Rights, is included in Annexure 6 to this Circular.

5.12 Foreign Shareholders and Exchange Control Regulations

Annexure 4 to this Circular contains a summary of the Exchange Control Regulations as they apply to Interwaste Scheme Participants. Interwaste Scheme Participants who are Foreign Shareholders must satisfy themselves as to the full observance of the laws of any relevant jurisdiction concerning the receipt of the Scheme Consideration, including (without limitation) obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such jurisdiction. If in doubt, Interwaste Scheme Participants should consult their professional advisers immediately.

5.13 Guarantee for payment of the Scheme Consideration

5.13.1 In compliance with regulations 111(4) and 111(5) of the Companies Regulations, the Offeror has provided the TRP with an irrevocable, unconditional bank guarantee issued by HSBC Bank plc, Johannesburg Branch ("**Bank**") for the maximum amount of R541,833,320.40, which guarantee confirms that in the event that the Scheme Consideration is not paid within the relevant time period, the Bank agrees to make payment of the Scheme Consideration to the Transfer Secretaries (or such other designated payment agent as the TRP may direct in writing) for the benefit of the Scheme Participants and, as applicable, Interwaste.

5.13.2 The guarantee amount was derived by taking into account the Scheme Consideration and a total of 451,527,767 Interwaste Shares, being all of the Interwaste Shares in issue as at the date of the guarantee (excluding Treasury Shares) plus 23,533,500 Interwaste Shares, being the maximum number of Interwaste Shares that may be issued and/or delivered to Interwaste Scheme Participants pursuant to the options under the Interwaste LTIP in existence at the date of the guarantee. The guarantee amount is accordingly sufficient to discharge in full the Scheme Consideration payable on or before the Long Stop Date.

5.13.3 The guarantee expires on 30 April 2019.

5.14 Restricted Jurisdictions

5.14.1 To the extent that the release, publication or distribution of this Circular in certain jurisdictions outside of South Africa may be restricted or prohibited by the laws of such jurisdiction, then this Circular is deemed to have been provided for information purposes only and neither Interwaste nor Séché SA (or any of their directors or officers) accept any responsibility for any failure by Foreign Shareholders to inform themselves about, and to observe, any applicable legal requirements in any such relevant foreign jurisdiction.

5.14.2 Shareholders who are in doubt as to their position should consult their professional advisers immediately.

6. TAX IMPLICATIONS FOR INTERWASTE SCHEME PARTICIPANTS

6.1 The tax implications of the Interwaste Scheme on the Interwaste Scheme Participants will depend on the individual circumstances of each Interwaste Scheme Participant. Interwaste Scheme Participants should consult their professional advisors immediately if they are in doubt as to their tax position.

- 6.2 Without derogating from paragraph 6.1 above, Interwaste Scheme Participants are advised that the exercise of the Repurchase Alternative is subject to DWT at the applicable rate (presently 20%) on the Scheme Consideration unless (or to the extent that) an exemption or reduction in rate applies to the relevant Interwaste Scheme Participant. If a Shareholder exercises the Repurchase Alternative and is either exempt from DWT or subject to DWT at a reduced rate, and does not wish the DWT to be withheld in full, such Interwaste Scheme Participant must timeously take the necessary steps as set out in paragraphs 1.2.8, 2.2.7 and 3.2.6 of the Section of this Circular entitled “*Action Required by Interwaste Shareholders*”. The responsibility to take such steps rests solely with the relevant Interwaste Scheme Participants and neither Interwaste nor Séché SA (or any of their directors or officers) accept any responsibility for any failure by such Interwaste Scheme Participants to take any required actions.

7. SUSPENSION AND TERMINATION OF THE INTERWASTE LISTING

- 7.1 Subject to the Interwaste Scheme becoming unconditional, which Finalisation Date is indicatively expected to be Tuesday, 19 February 2019, the JSE has granted approval for the suspension of the listing on the JSE of the Interwaste Shares, which suspension will take place at the commencement of trade on the first Trading Day after the Scheme LDT. Suspension of trade is accordingly indicatively expected to take place with effect from the commencement of trade on the JSE on Wednesday, 27 February 2019.
- 7.2 Subject to the Interwaste Scheme becoming operative, which Operative Date is indicatively expected to be Monday, 4 March 2019, the listing on the JSE of the Interwaste Shares will terminate with effect from the commence of trade on the first Trading Day after the Operative Date. The termination of the listing of the Interwaste Shares on the JSE is accordingly indicatively expected to take place with effect from the commencement of trade on the JSE on Tuesday, 5 March 2019.

8. AMENDMENTS TO THE INTERWASTE LTIP

- 8.1 Interwaste has in place the Interwaste LTIP with the objective of promoting the creation of long term Shareholder wealth by incentivising employees through participation in Interwaste's equity.
- 8.2 The Interwaste LTIP presently provides that all options held by the Interwaste LTIP Participants will be accelerated and be exercisable on the day immediately prior to the effective date of the Interwaste Scheme. Presently, under the Interwaste LTIP in order for Interwaste LTIP Participants to take delivery of the relevant Interwaste Shares following an exercise of their options, payment must be made therefor. Doing so in the context of the Interwaste Scheme will result in the Interwaste LTIP Participants having to fund their share acquisitions for a short period in advance of receiving the Scheme Consideration therefor.
- 8.3 To assist in the implementation and administration of the Interwaste Scheme in respect of such options and to eliminate this timing inefficiency, it is proposed to amend the Interwaste LTIP to:
- 8.3.1 clarify the date for exercise of the options under the Interwaste LTIP is the day immediately prior to the Finalisation Date; and
- 8.3.2 enable, by agreement with Interwaste LTIP Participants, Interwaste LTIP Participants to exercise such options and take delivery of the relevant Interwaste Shares (and therefore be recorded in the Register prior to the Scheme Record Date) but to defer payment for such Interwaste Shares to the Operative Date, such that the mutual obligations of the Interwaste LTIP Participants to pay the option price (and taxes, as applicable) to Interwaste and the obligations of either (i) Interwaste to pay the Interwaste LTIP Participants the Scheme Consideration (in respect of a repurchase of their shares under the Repurchase Alternative, if applicable) or (ii) the obligation of Séché SA to pay Interwaste LTIP Participants the Scheme Consideration (in respect of an acquisition of their shares under the Interwaste Scheme) can effectively be set off (or mutually discharged, as the case may be) such that the Interwaste LTIP Participant receives the net consideration only and Interwaste receives the option price (and taxes, as applicable). (See paragraph 5.9.1.3 above for further details of how this net payment will be effected.)

9. AUTHORISED AND ISSUED SHARES OF INTERWASTE; OPTIONS

As at the Last Practicable Date, the authorised and issued Interwaste Shares are as follows:

	Authorised	Issued
Interwaste Shares	1,000,000,000	469,092,877 ¹

¹Includes 41,098,610 Treasury Shares.

As at the Last Practicable Date, the Interwaste LTIP Participants hold options in respect of 23,533,500 Interwaste Shares, which options will accelerate as further detailed in paragraph 5.9 of this Circular.

10. INTERESTS OF THE OFFEROR PARTIES AND THEIR DIRECTORS IN INTERWASTE SHARES

As at the Last Practicable Date, neither of the Offeror Parties, nor any of their directors (or equivalent) or any concert party, held any direct or indirect beneficial interests in Interwaste Shares.

Neither of the Offeror Parties, nor any of their directors (or equivalent) or any concert party, have dealt in Interwaste Shares during the period beginning six months before the Offer Period and ending on the Last Practicable Date.

11. INTERESTS OF THE DIRECTORS OF THE OFFEROR PARTIES IN SÉCHÉ SA AND/OR SÉCHÉ ENVIRONNEMENT

At the Last Practicable Date, the directors of Séché SA and/or Séché Environnement did not hold, directly or indirectly, any beneficial interests in securities in Séché SA.

At the Last Practicable Date, the following directors of Séché Environnement held, directly or indirectly, the following beneficial interests in the securities of Séché Environnement:

Director	Beneficial		Total shares	Total %
	Direct	Indirect		
Joël Séché	402,400	3,526,467	3,928,867	50.0
Guillaume Cadiou	1	—	1	0.0
Pascaline de Dreuzy	50	—	50	0.0
Carine Salvy	50	—	50	0.0
Christophe Gegout	—	—	—	—
Annie-Sophie Le Lay	—	—	—	—
Marina Niforos	200	—	200	0.0
Jean-Pierre Vallee	100	—	100	0.0
Phillippe Valletoux	1	—	1	0.0
	402,802	3,526,467	3,929,269	50.0

¹Joël Séché's indirect interest in Séché Environnement (consisting of 3,526,467 shares and constituting 44.9% of the total issued share capital of Séché Environnement) is held through a Groupe Séché Company and, together with his direct shareholding (consisting of 402,400 shares and constituting 5.1% of the total issued share capital of Séché Environnement) amounts to an aggregate 50% shareholding in Séché Environnement.

12. INTERESTS OF INTERWASTE AND THE DIRECTORS OF INTERWASTE IN SÉCHÉ SA AND/OR SÉCHÉ ENVIRONNEMENT

At the Last Practicable Date, neither Interwaste nor any of the directors of Interwaste held, directly or indirectly, any beneficial interests in securities in Séché SA and/or Séché Environnement.

Interwaste and the directors of Interwaste did not engage in any dealings in securities in Séché SA and/or Séché Environnement during the period beginning six months before the Offer Period and ending on the Last Practicable Date.

13. INTERESTS OF THE DIRECTORS OF INTERWASTE IN INTERWASTE SECURITIES

At the Last Practicable Date, the directors of Interwaste held, directly and indirectly, beneficial interests in 163,690,829 Interwaste Shares, representing approximately 34.9% of the total issued share capital of Interwaste (including Treasury Shares). The direct and indirect beneficial interests of the directors of Interwaste are as follows:

Director	Beneficial		Total shares	Total %
	Direct	Indirect		
Executive				
WAH Willcocks	–	74,432,911	74,432,911	15.9%
RA Lumb	145,000	–	145,000	0.0%
RA Lumb share option shares	–	3,000,000	3 000 000	0.6%
LG Grobbelaar	855,007	–	855,007	0.2%
LG Grobbelaar share option shares	–	1,825,000	1 825 000	0.4%
Non-executive				
BL Willcocks	0	74,432,911	74,432,911	15.9%
C Boles	0	9,000,000	9,000,000	1.9%
	1,000,007	162,690,822	163,690,829	34.9%

The directors of Interwaste did not engage in any dealings in Interwaste Shares during the period beginning six months before the Offer Period and ending on the Last Practicable Date, except as set out below:

Director	Date	Volume purchased/ (sold)	Price per share (cents)
LG Grobbelaar	3 May 2018	(1,000,000)	84

14. IRREVOCABLE UNDERTAKINGS

- 14.1 At the Last Practicable Date, irrevocable undertakings to vote in favour of the Interwaste Scheme have been received from the following Shareholders holding in aggregate, as at the date of signature of the irrevocable undertakings, 220,792,288 Interwaste Shares, representing in aggregate approximately 51.59% of the voting rights exercisable at the Scheme Meeting or any adjournment thereof:

Shareholder	Date of irrevocable undertaking	Shares subject to irrevocable undertaking	Percentage Shareholding ¹
CoroCapital Proprietary Limited	17/10/2018	71,926,466	16.81%
The trustees for the time being of the Wilco Family Trust	24/10/2018	148,865,822	34.78%
		220,792,288	51.59%

¹Percentage shareholding has been calculated by excluding the number of Treasury Shares in the issued share capital of the Company.

These Shareholders have irrevocably undertaken to vote in favour of the Interwaste Scheme the stated number of Interwaste Shares or such number of Interwaste Shares as held at the time of the Scheme Meeting, subject to the terms of the relevant undertakings, summary details of which are provided below:

- 14.2 In respect of the undertaking by CoroCapital Proprietary Limited (“**CoroCapital**”):

- 14.2.1 CoroCapital has irrevocably undertaken to and in favour of the Offeror Parties (in respect of its Interwaste Shares or any additional Interwaste Shares it may acquire):

- 14.2.1.1 not to dispose or encumber its Interwaste Shares, or take any steps that are or may be prejudicial to the success or implementation of, or would frustrate or delay, the Interwaste Scheme;
- 14.2.1.2 to remain able and entitled to exercise or control the exercise of the voting rights attaching to its Interwaste Shares, and vote or procure the voting of such Interwaste Shares in favour of all resolutions put to Shareholders to approve and implement the Interwaste Scheme;
- 14.2.1.3 save in respect of a Superior Proposal or potential transaction which, if implemented, is reasonably expected to give rise to a Superior Proposal:
 - 14.2.1.3.1 not to accept or undertake to accept, undertake to or give the impression that it will accept, or enter into discussions or negotiations or any agreement or arrangement in respect of, an offer by a third party in respect of its Interwaste Shares ("**Alternative Coro Offer**"); and
 - 14.2.1.3.2 enter into or participate in discussions or negotiations regarding any Alternative Coro Offer or Alternative Proposal, or furnish to any other person any information with respect to Interwaste, in connection with an Alternative Coro Offer or Alternative Proposal, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage any effort or attempt of any person to do or seek any of the foregoing;
- 14.2.1.4 not to vote in favour of an Alternative Proposal; and
- 14.2.1.5 notify Séché Environnement of any approach regarding an Alternative Coro Offer or Alternative Proposal.
- 14.2.2 CoroCapital's undertakings are subject to no Alternative Coro Offer or Alternative Proposal being made to Interwaste, the Board and/or Shareholders which is a Superior Proposal. If a Superior Proposal is made, then CoroCapital's undertakings will be suspended unless the Offeror matches (or betters) the Superior Proposal within a period of 10 Business Days, or the Superior Proposal lapses or is withdrawn.
- 14.2.3 CoroCapital's undertakings terminate on 31 March 2019, or earlier if the Interwaste Scheme lapses, is withdrawn or terminates for any reason, or is implemented.
- 14.3 In respect of the undertakings by the trustees for the time being of the Wilco Family Trust ("**Wilco Trust**"):
 - 14.3.1 The Wilco Trust has undertaken to and in favour of the Offeror Parties (in respect of its Interwaste Shares or any additional Interwaste Shares it may acquire):
 - 14.3.1.1 not to dispose or encumber its Interwaste Shares, or take any steps that are or may be prejudicial to the success or implementation of, or would frustrate or delay, the Interwaste Scheme;
 - 14.3.1.2 to remain able and entitled to exercise or control the exercise of the voting rights attaching to his Interwaste Shares, and vote or procure the voting of such Interwaste Shares in favour of all resolutions put to Shareholders to approve and implement the Interwaste Scheme;
 - 14.3.1.3 not to accept or undertake to accept, undertake to or give any indication that it will accept, or enter into discussions or negotiations or any agreement or arrangement in respect of, an offer by a third party in respect of its Interwaste Shares ("**Alternative Wilco Offer**");
 - 14.3.1.4 not to vote in favour of any Alternative Proposal;
 - 14.3.1.5 not enter into or participate in discussions or negotiations regarding any Alternative Wilco Offer or Alternative Proposal, or furnish to any other person any information with respect to Interwaste, in connection with an Alternative Wilco Offer or Alternative Proposal, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage any effort or attempt of any person to do or seek any of the foregoing; and

14.3.1.6 notify Séché Environnement of any approach regarding an Alternative Wilco Offer or Alternative Proposal.

14.3.2 The Wilco Trust's undertakings terminate on 31 March 2019.

14.4 Pursuant to separate agreements, each of CoroCapital and the Wilco Trust have provided tax indemnities to Interwaste in respect of the election by them, if any, of the Repurchase Alternative.

14.5 No dealings in Interwaste Shares by the parties who have provided irrevocable undertakings occurred for the period beginning six months before the Offer Period and ending on the Last Practicable Date.

15. AGREEMENTS IN RELATION TO THE INTERWASTE SCHEME

15.1 Other than:

15.1.1 the Implementation Agreement;

15.1.2 the Pre-Conditions Fulfilment Letter; and

15.1.3 the irrevocable undertakings provided to vote in favour of the Interwaste Scheme set out in paragraph 14 above,

no other agreements that are considered to be material to a decision regarding the Interwaste Scheme to be taken by Shareholders have been entered into between any of the following parties: Interwaste, the Offeror Parties, any directors of the Offeror Parties, any Directors of Interwaste (and persons who were directors of Interwaste within the 12 months preceding the Last Practicable Date) and any Shareholders (or persons who were Shareholders within the 12 months preceding the Last Practicable Date).

15.2 Implementation Agreement

15.2.1 The Implementation Agreement contains provisions relating to the implementation of the Interwaste Scheme and related undertakings by Interwaste, Séché Environnement and Séché SA in connection therewith. The agreement also contains undertakings by Interwaste regarding the conduct of the respective businesses of the Group during the Interim Period, as well as the manner in which third party approaches will be dealt with by Interwaste during the Interim Period, as further summarized below.

15.2.2 During the Interim Period Interwaste shall not, and shall, to the extent within its power to do so, procure that each Group company shall not:

15.2.2.1 carry on its business otherwise than in the ordinary course and in all material respects consistent with past practice and shall carry on its business in substantial compliance with all material laws applicable to the Group;

15.2.2.2 make any distributions, which for the avoidance of doubt includes any share repurchases;

15.2.2.3 save for disposals of trading stock in the ordinary course of business, dispose of, encumber or acquire a business, undertaking or asset with a value in excess of R10,000,000;

15.2.2.4 incur any unbudgeted capital expenditure which is in excess of R5,000,000, either individually or in aggregate;

15.2.2.5 enter into any contracts or a series of contracts (i) in countries other than South Africa; and/or (ii) which are outside of the normal course and scope of ordinary business; with an annual expenditure to Interwaste which is in excess of R10,000,000, either individually or in aggregate;

15.2.2.6 make any material changes to the annual budget of the Group approved by the Board for the financial year ending 31 December 2018 and as disclosed to the Offeror during its due diligence investigation which will result in expenditure which is in excess of R10,000,000 either individually or in aggregate, from what was originally budgeted or disclosed as aforesaid or adopt an annual budget

for the financial year ending 31 December 2019 which is inconsistent with its normal budgeting process and the ordinary conduct of the business in that period (together, the “**Annual Budget**”),

without the prior written consent of either one or both of the Offeror Parties, which shall not be unreasonably withheld or delayed (together, “**the Conduct Restrictions**”).

- 15.2.3 Subject to any applicable laws, none of the Conduct Restrictions shall be construed so as to restrict the fiduciary duties and duty of care and skill of the Board, the Interwaste Independent Board or any other member of the boards of any member of the Group.
- 15.2.4 During the Interim Period, the Company also has undertaken that it shall not, and it shall, to the extent within its power to do so, procure that each Group company shall not do anything which is likely to negatively impact the consolidated net asset value of the Group by R5,000,000 or more (excluding depreciation of the Group’s assets in the ordinary course). The restrictions in this paragraph 15.2.4 and the Conduct Restrictions, shall not restrict the ability of the Group to take any action which (i) is required by the Implementation Agreement or the Scheme (including the incurrence of reasonable fees and cost relating to the Scheme and related documents and transactions), (ii) has been provided for in the Annual Budget, or (iii) has been agreed to in writing by either of the Offeror Parties, which agreement shall not be unreasonably withheld or delayed.
- 15.2.5 In terms of the Implementation Agreement, Interwaste may not (and it shall procure that each director and officer of Interwaste and each member of the executive committee of the Group will not):
 - 15.2.5.1 solicit or initiate any Alternative Proposals;
 - 15.2.5.2 participate in any discussions or negotiations regarding any Alternative Proposal;
 - 15.2.5.3 agree to, approve or recommend an Alternative Proposal, unless it constitutes a Superior Proposal; or
 - 15.2.5.4 enter into an Alternative Proposal, unless it constitutes a Superior Proposal.
- 15.2.6 These undertakings do not preclude Interwaste from furnishing non-public information to, or entering into discussions or negotiations with any person in response to an unsolicited *bona fide* Alternative Proposal that is submitted by any such person after the signature date of the Implementation Agreement and which is not withdrawn, provided that the Interwaste Independent Board concludes, acting in good faith, that such action is (a) required in order for it to comply with its obligations under law, including the Companies Act or the Companies Regulations, or (b) is in connection with an Alternative Proposal which is, may be or may result in a Superior Proposal.
- 15.2.7 Interwaste may not, in respect of any Alternative Proposal, enter into any agreement to effect the same, unless:
 - 15.2.7.1 such Alternative Proposal constitutes a Superior Proposal and that such Superior Proposal was not a proximate and material consequence of, a breach of clause 11.1 of the Implementation Agreement (as contemplated in paragraph 15.2.5.1 above);
 - 15.2.7.2 the Offeror has been provided with a copy of the document containing such Superior Proposal (with such deletions as are necessary to protect any confidential portions of such document, provided that the material terms and conditions thereof, and the identity of the person making such Superior Proposal, may not be deleted) together with details of the principal reasons as to why the Interwaste Independent Board considers the Alternative Proposal to be a Superior Proposal; and
 - 15.2.7.3 five Business Days have elapsed from the date on which the Offeror has received notice of the Company’s intention to approve or recommend or to enter into an agreement in respect of such Superior Proposal and the Offeror has not proposed to amend this Agreement and the terms of the Scheme to provide for an increase to the Scheme Consideration and/or other terms (“**Revised Offer**”) such that the price per Share under the Revised Offer is at least equal to, or superior than, those reflected in the proposed Superior Proposal (“**Matching Offer**”).

- 15.2.8 Should any further Alternative Proposal/s be made or proposed (whether by the third party who made the first Alternative Proposal or by another party) after the Matching Offer the provisions of paragraph 15.2.7 above shall apply *mutatis mutandis*.
- 15.2.9 The number of possible Alternative Proposals and Matching Offers shall be unlimited.
- 15.2.10 Save as expressly restricted under clause 11.1 of the Implementation Agreement (as contemplated in paragraph 15.2.5.1 above), the Company (and the members of its Group) shall not be prohibited from or otherwise restricted in any way from taking or causing to be taken any action (including, without limitation, entering into any contractual arrangements with one or more counter-parties) in connection with a Superior Proposal and any contrary provision contained in the Implementation Agreement or any other Scheme Document (as defined therein) shall be subject to the provisions of this paragraph 15.2.10.
- 15.2.11 Each of the Offeror Parties has undertaken, on behalf of itself and insofar as within its control each member of the Séché Group (and any person who is acting, pursuant to an agreement, arrangement or understanding (whether formal or informal) with any member of the Séché Group in respect of such matters) not to acquire or offer to acquire, or cause another person to acquire or offer to acquire, any Interwaste Shares (or any direct or indirect interests therein), or do or omit to do any act as a result of which it may acquire Interwaste Shares, or rights in or to such Interwaste Shares, or enter into any agreement or other arrangement in regard to the same except as contemplated in the Implementation Agreement and the Scheme, and the documents related thereto. This standstill undertaking (i) terminates upon the Operative Date or, failing such date arising, upon 18 October 2019 and (ii) ceases to apply if a Superior Proposal is entered into by the Company and the third party making the Superior Proposal is not bound by a standstill undertaking which is substantially the same or more onerous on the third party as this undertaking.

15.3 Pre-Conditions Fulfilment Letter

- 15.3.1 The Pre-Conditions Fulfilment Letter contains provisions relating to the agreed fulfilment and/or waiver of the pre-conditions to the Offeror Parties issuing the Firm Intention Announcement and making the offer contained therein, and records the Parties agreement with regards to the treatment of the participants under the Interwaste LTIP, the identification of the third party consents required as Conditions Precedent to the Interwaste Scheme (those still to be received being reflected in paragraph 5.3.1.4 above), the Repurchase Alternative and amendments to the Implementation Agreement, the material terms of which matters are set out in this Circular.
- 15.3.2 Interwaste has agreed to use its reasonable endeavours to procure that the agreement titled "*Public Private Partnership Agreement*" between the Garden Route District Municipality and Eden Waste Management Proprietary Limited ("**Eden PPP Agreement**") does not contain a change in control, change in shareholding or similar restrictive provision which, without waiver, would be triggered by the implementation of the Interwaste Scheme, failing which Company may not enter into such agreement without either the written consent of the Offeror (which consent shall not be unreasonably withheld or delayed) or the prior waiver and/or written consent of the counterparty to the Eden PPP Agreement under the applicable clause.

16. OPINIONS AND RECOMMENDATIONS

16.1 Appointment of an Independent Expert

The Interwaste Independent Board has appointed the Independent Expert, an independent adviser acceptable to the TRP, to provide an independent professional expert's opinion regarding the Interwaste Scheme, and to make appropriate recommendations to the Interwaste Independent Board and Shareholders in the form of a report contemplated in section 114(3) of the Companies Act and regulations 90 and 110(1) of the Takeover Regulations, as applicable.

16.2 Report of the Independent Expert

- 16.2.1 The Independent Expert has, as contemplated in regulation 110(1) of the Takeover Regulations, performed a valuation on the Interwaste Shares.
- 16.2.2 The report of the Independent Expert also includes the matters required by section 114(3) of the Companies Act.
- 16.2.3 Taking into consideration the terms and conditions of the Interwaste Scheme, the Independent Expert is of the opinion that such terms and conditions are fair and reasonable to Shareholders. Shareholders are referred to Annexure 1 to this Circular, which sets out the full text of the Independent Expert's Report.

16.3 Views of the Interwaste Independent Board

- 16.3.1 The Interwaste Independent Board, after due consideration of the Independent Expert's Report, and in accordance with its responsibilities in terms of regulation 110 of the Takeover Regulations, has formed a view of the range of the fair value of the Interwaste Shares, which accords with the valuation range contained in the Independent Expert's opinion.
- 16.3.2 The Interwaste Independent Board has, in accordance with regulation 110(6) of the Takeover Regulations, considered whether there are any factors that are difficult to quantify, or are unquantifiable, in determining the fairness of the Offer and, save as further noted in this paragraph 16.3.2, has determined that there are no such factors of which it is aware. In making its recommendation, the Interwaste Independent Board has taken into consideration the developments in connection with the Company's FG landfill site communicated to Shareholders on SENS on 21 November 2018, in respect of which Shareholders were advised, *inter alia*, (i) of the decision to temporarily place the site on a care-and-maintenance programme while implementing the directive received from Acting Minister of Environmental Affairs, (ii) that, while the Directors of Interwaste are uncertain as to the financial impact of the above circumstances, these were not expected to have a material impact on the cash flows of the Group; and (iii) it was uncertain if an impairment of lease-hold improvements may be required but that, the Directors' assessment, based on current information, indicated that if a full impairment of leasehold improvements was to required, the after-tax impairment of lease-hold improvements at the site were not expected to exceed R45 million.
- 16.3.3 The Interwaste Independent Board has not received any other offers during the Offer Period or within six months before the Offer Period.
- 16.3.4 The Scheme Consideration is equal to or exceeds both the fair value per Interwaste Share and the traded price per Interwaste Share as at the Last Practicable Date.
- 16.3.5 The Interwaste Independent Board, taking into account the report of the Independent Expert regarding the Interwaste Scheme, has considered the terms and conditions thereof, and are unanimously of the opinion that the terms and conditions of the Interwaste Scheme are both fair and reasonable to Shareholders and, accordingly, recommend that Scheme Voting Shareholders vote in favour of the Scheme Resolution.

16.4 Voting of Directors of Interwaste

The Directors of Interwaste who hold Interwaste Shares intend to vote such Interwaste Shares in favour of the Interwaste Scheme.

17. REMUNERATION AND SERVICE CONTRACTS OF DIRECTORS OF INTERWASTE

WAH Willcocks, RA Lumb, R Pillay and L Grobbelaar are the executive Directors of Interwaste and each has an existing service contract with the Company, being that of employment contracts of unlimited duration. The service contracts are concluded on terms that are standard for such appointments, remain valid and are available for inspection as set out in paragraph 21 below.

WAH Willcocks and L Grobbelaar's service contracts contain confidentiality undertakings. The service contract of RA Lumb contains a restraint of trade for a period of six months from termination of his contract with Interwaste. The contract of R Pillay contains a restraint of trade for a period of two years

from termination of her contract with Interwaste. There will be no change in the remuneration of the executive Directors as a result of the Interwaste Scheme.

Should the Interwaste Scheme become operative, the executive directors of Interwaste will remain on their existing terms of employment with the exception of WAH Willcocks who has indicated his intention to resign after the Scheme has been fully implemented. The Interwaste Scheme will not have an impact on the remuneration payable to the executive Directors of Interwaste.

18. DIRECTORS' RESPONSIBILITY STATEMENT

18.1 Interwaste Independent Board responsibility statement

The Interwaste Independent Board collectively and individually accept responsibility for the information contained in this Circular to the extent that it relates to Interwaste. In addition, they certify that, to the best of their knowledge and belief, the information contained in this Circular pertaining to Interwaste is true and, where appropriate, this Circular does not omit anything that is likely to affect the importance of the information contained in this Circular pertaining to Interwaste. No director on the Interwaste Independent Board is excluded from this statement.

18.2 Séché SA responsibility statement

Séché SA's board of directors collectively and individually accept responsibility for the information contained in this Circular to the extent that it relates to Séché SA. In addition, they certify that, to the best of their knowledge and belief, the information contained in this Circular pertaining to Séché SA is true and, where appropriate, this Circular does not omit anything that is likely to affect the importance of the information contained in this Circular pertaining to Séché SA. No director of Séché SA is excluded from this statement.

19. CONSENTS

The legal advisers, Independent Expert, sponsor, corporate advisor and the Transfer Secretaries listed in the section entitled "*Corporate Information and Advisors*" have consented in writing to act in the capacities stated and to their names being stated in this Circular and, where applicable, to the inclusion of their reports in the form and context in which they have been reproduced in this Circular, and have not, prior to the Last Practicable Date, withdrawn their consents prior to publication of this Circular.

20. COSTS

The total estimated costs to Interwaste of the Interwaste Scheme, which amount to approximately R4,242,364 excluding value-added tax are detailed in the table below:

	Estimated amount (R)
Interwaste Fees	
Webber Wentzel – Legal Advisor	2,500,000
PSG Capital Proprietary Limited – Corporate Advisor	275,000
PricewaterhouseCoopers Corporate Finance Proprietary Limited – Independent Expert	625,000
Interwaste Independent Board ¹	548,000
Grindrod Bank Limited – Sponsor	250,000
JSE documentation fees	34,364
TRP fees	10,000
Total	4,242,364

¹The fees payable to the Interwaste Independent Board are fees in consideration for the Interwaste Independent Board's services in relation to the Scheme.

21. DOCUMENTS AVAILABLE FOR INSPECTION

The following documents, or copies thereof, will be available for inspection at the office of Interwaste and the office of the Sponsor to Interwaste, during normal business hours from the date of this Circular to and including the date of the Scheme Meeting:

- the memorandum of incorporation of Interwaste;
- a signed copy of the Implementation Agreement;
- a signed copy of the Pre-Conditions Fulfilment Letter;
- the opinion of the Independent Expert, together with sections 115 and 164 of the Companies Act which have been attached to the opinion of the Independent Expert as Appendix A;
- Interwaste's unaudited interim financial statements for the six months ended 30 June 2018;
- Interwaste's audited annual financial statements for the three years ended 31 December 2017, 31 December 2016 and 31 December 2015;
- a copy of the Interwaste LTIP;
- copies of the irrevocable undertakings referred to in paragraph 14 above;
- copies of the Interwaste directors' service contracts referred to in paragraph 17 above;
- the written consents referred to in paragraph 19 above;
- the TRP's written approval of this Circular; and
- a signed copy of this Circular.

Signed on behalf of the Interwaste Independent Board

Chairperson

5 December 2018

Signed on behalf of the Interwaste Board

Chairperson

5 December 2018

Signed on behalf of the Board of directors of Séché SA

Director

5 December 2018

OPINION OF THE INDEPENDENT EXPERT

26 November 2018
 The Directors
 Interwaste Holdings Limited
 2 Brammer Street, Industries East
 PO Box 382
 Germiston
 1400
 Republic of South Africa

Dear Directors

FAIR AND REASONABLE OPINION ON THE OFFER BY SÉCHÉ SOUTH AFRICA PROPRIETARY LIMITED, A WHOLLY OWNED SUBSIDIARY OF SÉCHÉ ENVIRONNEMENT S.A., TO ACQUIRE THE ENTIRE ISSUED ORDINARY SHARE CAPITAL OF INTERWASTE HOLDINGS LIMITED

1. INTRODUCTION

We understand that Séché South Africa Proprietary Limited ("Séché SA" or the "Offeror"), a wholly owned subsidiary of Séché Environnement S.A ("Séché Environnement"), pursuant to the fulfilment of the pre-conditions under a written "Offer and Implementation Agreement" ("Implementation Agreement") dated 18 October 2018 ("Signature Date"), has made a firm offer to acquire the entire issued ordinary share capital of Interwaste Holdings Limited ("Interwaste") at the scheme date, excluding any shares held by Interwaste's subsidiaries other than those, if any, delivered to participants under Interwaste's share schemes ("Treasury Shares"), by way of a scheme of arrangement (the "Scheme") in terms of section 114 of the Companies Act 71 of 2008 as amended (the "Companies Act") between Interwaste and the holders of the Shares ("Shareholders").

Under the Scheme, Shareholders of the Company will be given the election to either sell their shares to Séché SA, or subject to the Company complying with the statutory solvency and liquidity test contemplated in section 4 read together with section 46 of the Companies Act, alternatively to the Company by way of a repurchase of shares ("Repurchase Alternative"), in each such case at the offer price. In absence of an election, shares will be sold to Séché SA. For every share repurchased by the Company, Séché SA will subscribe for a share in the Company for an amount equal to the offer price.

The Scheme constitutes an "affected transaction" as defined in section 117(1)(c)(iii) of the Companies Act. Consequently, the Scheme is regulated by the Companies Act and the Takeover Regulations contained in Chapter 5 of the Companies Regulations, 2011 ("Companies Regulations").

In accordance with section 114(2) of the Companies Act and regulation 90(1)(b) and regulation 110 of the Takeover Regulations, the independent sub-committee of the board of directors of Interwaste ("the Independent Board") is required to obtain independent expert advice and to appoint an independent expert to evaluate the consequences of the Scheme and assess the effects of the Scheme on the rights and interests of a holder of Interwaste securities. The Independent Board has requested PricewaterhouseCoopers Corporate Finance Proprietary Limited ("PwC") to act as independent expert in terms of section 114(2) of the Companies Act and regulation 90 of the Takeover Regulations.

2. DESCRIPTION OF THE SCHEME

The current offer price by Séché SA is R1.20 per ordinary share (the "Scheme Consideration"). Upon implementation of the Scheme, every ordinary shareholder of Interwaste will be entitled to receive R1.20 for every Interwaste ordinary share that they hold at the relevant record date. The Scheme Consideration is subject to escalation at 10% nominal annual compounded monthly in arrears from 1 April 2019 in certain circumstances.

Pursuant to paragraph 1.17(b) of the JSE Limited ("JSE") Listings Requirements, all the ordinary shares of Interwaste will be delisted from the main board of the JSE pursuant to the implementation of the Scheme ("Delisting").

If the Scheme becomes operative, the Delisting will occur and all Shareholders, excluding those Shareholders that validly exercise their appraisal rights in accordance with section 164 of the Companies Act ("Appraisal Rights") as a consequence of the approval of the Scheme and whose shareholder rights have not been reinstated as envisaged in sections 164(9) and 164(10) and/or 164(15)(c)(v)(aa) of the Companies Act or who have not been ordered by the court to withdraw their demands in terms of section 164(15)(v)(aa) of the Companies Act ("Scheme Participants"), will be deemed to have disposed of all of their Interwaste shares to Séché SA (or, in respect of the Repurchase Alternative, Interwaste) in exchange for the Scheme Consideration.

Full details of the Scheme are contained in the circular to Interwaste shareholders ("the Circular") to be dated on or about 5 December 2018, which will include a copy of this letter.

3. IDENTIFICATION OF SECURITIES THAT ARE AFFECTED

The current securities issued by Interwaste (excluding Treasury Shares) are:

- 427,994,267 ordinary shares;
- 23,533,500 un-exercised share options issued over the Interwaste ordinary shares, of which 17,645,000 options are in the money when compared to the Scheme Consideration and are therefore expected to be exercised upon implementation of the scheme.

The ordinary Shareholders and option holders will be affected by the Scheme.

4. DEFINITION OF FAIR AND REASONABLE

Market Value is defined as the estimated amount for which an asset should exchange on the date of valuation between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion.

In the case of an offer to acquire the entire ordinary share capital, a transaction is generally Fair and Reasonable if the offer price is greater than or equal to the Market Value of the securities. Fairness is primarily based on quantitative issues and Reasonableness on qualitative issues surrounding the particular offer. Even though the consideration may be lower than market price, the entire transaction may still be Fair and Reasonable after considering other significant factors.

An individual shareholder's decision as to whether to support a particular transaction may be influenced by his or her particular circumstances (for example taxation) and the price paid for the shares. This Fair and Reasonable opinion does not purport to cater for individual shareholders' positions but rather the rights and interests of the general body of shareholders subject to the offer. Should a shareholder be in doubt, he or she should consult an independent expert as to the merits of the transaction, considering his/her personal circumstances.

In reaching a conclusion on whether the Scheme is fair and reasonable to the Interwaste shareholders, we considered the material effects of the Scheme on the rights and interests of the holders of the shares. This entailed a comparison of the Market Value of the Interwaste shares to the Scheme Consideration.

5. SOURCES OF INFORMATION

In the course of our valuation analysis, we relied upon financial and other information, including prospective financial information, obtained from Interwaste management ("Management") and from various public, financial, and industry sources. Our conclusion is dependent on such information being complete and accurate in all material respects.

The principal sources of information used in performing our valuation include:

- Historical financial results for Interwaste for the financial years ended 31 December 2017, 31 December 2016 and 31 December 2015;
- Reviewed results for the six months ended 30 June 2017;

- Financial projections for Interwaste prepared by Management for the financial years ended 31 December 2018 to 31 December 2023;
- the Implementation Agreement and Circular;
- Consolidated model for the Eden Public Private Partnership project prepared by Interwaste management received on the 16th of October 2018;
- 2015, 2016 and 2017 budgets prepared by Management;
- Management representations regarding the closure of the FG landfill site as detailed on the SENS announcement dated 21 November 2018;
- Interwaste share trading data up until 26 September 2018 sourced from S&P Capital IQ. No analysis was performed after 1 October (the date of the cautionary announcement) as from this point on, the share price reflected the fact that the market believed that Interwaste had received an offer or was going to delist;
- For our macroeconomic research we used the following sources:
 - IHS Global Insight, Nedbank, Business Monitor International, Investec, Bureau for Economic Research, Absa Capital, International Monetary Fund;
 - S&P CapitalIQ for financial data on comparable companies;
 - PwC Valuation Methodology Survey, 2016/2017 Edition; and
 - Discussions with Management to clarify information.

Where practicable, we have corroborated the reasonableness of the information provided to us for the purpose of supporting our opinion, whether in writing or obtained through discussions with Management.

Our procedures and enquiries did not constitute an audit in terms of the International Standards on Auditing. Accordingly, we cannot express any opinion on the financial data or other information used in arriving at our opinion.

6. VALUATION APPROACH

In considering the Scheme, we performed an independent valuation of the equity of Interwaste.

For the purposes of our valuation we used the Income Approach (discounted cash flow) valuation as our primary approach. In addition, we considered the Market Approach (based on financial data for comparable publicly traded companies) as an alternative valuation approach to support the results of our Income Approach analysis.

The key valuation assumptions considered in our Income Approach analysis included forecast growth rates, cost of capital rates, perpetuity growth rates, forecast profitability margins and forecast capital expenditure.

We note that due to the nature of Interwaste's operations the valuation is driven by the following external factors: forecast consumer price inflation and forecast South African economic growth as represented by Real Gross Domestic Product growth. The valuation is also driven by the following internal factors: revenue growth, gross profit margins and forecast capital expenditure,

The resultant financial forecasts were discounted at a discount rate range of 16.3% to 16.9% denominated in South African Rand.

We tested the sensitivity of the valuation to changes in the cost of capital and perpetuity growth rates.

7. PROCEDURES

The procedures we performed comprised the following:

Analysis of the terms and conditions of the Scheme;

- Consideration of conditions in, and the economic outlook for, the industry in which Interwaste operates;
- Consideration of general market data including economic, governmental and environmental forces that may affect the value of the underlying interests in Interwaste;
- Discussions concerning the historical and future operations of Interwaste with Management;
- Discussions with Management to obtain an explanation and clarification of data provided;

- Consideration of the operating and financial results of Interwaste (including audited financial statements covering three years up to the date of valuation);
- Analysis of financial and operating projections including revenues, operating margins (e.g., earnings before interest and taxes), working capital investments and capital expenditures based on the historical operating results of Interwaste, industry results and expectations and management representations. Such projections formed the basis for a discounted cash flow analysis;
- Gathering and analysis of financial data for publicly traded or private companies engaged in the same or similar lines of business to develop appropriate valuation multiples and operating comparisons to apply to Interwaste as part of the Market Approach;
- Analysis of Interwaste's trading history up until 26 September 2018. No analysis was performed after 1 October (the date of the cautionary announcement) as from this point on, the share price reflected the fact that the market believed that Interwaste had received an offer or was going to delist;
- Analysis of available relevant analyst reports;
- Estimation of appropriate valuation discounts or premiums (e.g., marketability and controlling or minority interest) to apply to the results of our valuation analysis; and
- Analysis of other facts and data considered pertinent to this valuation to arrive at a conclusion of value.

The valuation analysis was performed in order to identify whether there are any material effects on the holders of the affected securities, and to enable us to comment on the rights and interests on the holders of the affected securities.

8. **ASSUMPTIONS**

Our opinion is based on the following key assumptions:

- Current economic, regulatory and market conditions will not change materially;
- Interwaste is not involved in any other material legal proceedings other than the current legal proceedings relating to Interwaste's FG landfill;
- Interwaste has no material outstanding disputes with the South African Revenue Service;
- There are no undisclosed contingencies that could affect the values of Interwaste;
- The Scheme will not give rise to any undisclosed tax liabilities that Interwaste will be required to settle;
- For the purposes of this engagement, we assumed Interwaste's existing businesses to be ongoing under business plans and management as set out; and
- Representations made by Management during the course of forming this opinion.

9. **EFFECTS ON THE RIGHTS AND INTERESTS OF SECURITIES THAT ARE AFFECTED**

Based on our opinion outlined below, there are no material adverse effects on the rights and interests of the Interwaste ordinary Shareholders.

10. **OPINION**

Our opinion is based on the current economic, market, regulatory and other conditions and the information made available to us by Management up to 30 October 2018. Accordingly, subsequent developments may affect this opinion, which we are under no obligation to update, revise or re-affirm.

Based on the results of our procedures performed, our valuation work and other considerations, we concluded that:

The Market Value of the total issued share capital of Interwaste, is between R515 million (R1.16 per share) and R577 million (R1.30 per share) on a non-marketable, controlling basis. The most likely value is R546 million (R1.23 per share), which approximates the midpoint of our value range.

The Scheme Consideration of R1.20 per share is within our determined Market Value range of the ordinary shares on a non-marketable, controlling basis. Therefore, based on the results of our procedures performed, our detailed valuation work and other considerations, we concluded that subject to the foregoing assumptions, we are of the opinion that the offer price is both Fair and Reasonable as far as the ordinary Shareholders of Interwaste are concerned.

In considering our conclusions, the members of the Independent Board should take particular notice of the following factors:

The actual market value achieved in a specific transaction may be higher or lower than our estimate of the Market Value range depending upon the circumstances of the transaction (for example strategic considerations of the instrument holder), the nature of the business (for example the instrument holders' perception of potential benefits of deleveraging the group); and

Our Market Value range is based on a standalone valuation of Interwaste under current management and business plans compiled in June 2018 and provided to us by Management in September 2018.

11. INDEPENDENCE

We confirm that we meet the competence, experience, and impartiality requirements of section 114(2)(a) of the Companies Act and regulation 90(3) of the Takeover Regulations and we confirm that we meet the independence requirements set out in section 114(2)(b) of the Companies Act.

We confirm that PwC holds no shares in Interwaste, directly or indirectly. We have no interest, direct or indirect, beneficial or non-beneficial, in Interwaste or in the outcome of the Scheme.

Furthermore, we confirm that our professional fees for the provision of this independent expert report on the Scheme amount to an aggregate total fee of R625,000 excluding Value Added Tax and is not contingent upon or related to the outcome of the Scheme.

12. MATERIAL INTERESTS OF DIRECTORS AND TRUSTEES

In accordance with sections 114(3)(e) and (f) of the Act, we confirm that directors' interests in Interwaste are as follows:

Name of Director	Direct Beneficial Interest	Indirect Beneficial Interest
WAH Wilcocks* (E)	–	74,432,911
BL Wilcocks* (NE)	–	74,432,911
C Boles (NE)	–	9,000,000
LG Grobbelaar (E)	855,007	–
LG Grobbelaar (E) – Share option shares	–	1,825,000
RA Lumb (E)	145,000	–
RA Lumb (E) – Share option shares	–	3,000,000

NE: Non-executive, E: Executive.

*Held through the Wilco family trust.

The Scheme has the same effect on the Interwaste Shares held by such directors that it has on the Interwaste Shares held by other Shareholders.

13. LIMITING CONDITIONS

Budgets/projections/forecasts relate to future events and are based on assumptions, which may not remain valid for the whole of the relevant period. Consequently this information cannot be relied upon to the same extent as that derived from audited financial statements for completed accounting periods. We express no opinion as to how closely actual results will correspond to those projected/forecast by Management.

This letter and opinion is provided in terms of section 114(2) of the Companies Act and regulation 90(3) of the Takeover Regulations. It does not constitute a recommendation to any shareholder of Interwaste on any matter relating to the Scheme, nor as to the acceptance of the Scheme. Therefore, it should not be relied upon for any other purpose. We assume no responsibility to anyone if this letter and opinion are used or relied upon for anything other than its intended purpose.

The valuation of companies and businesses is not a precise science, and conclusions arrived at in many cases will necessarily be subjective and dependent on the exercise of individual judgement. Further, whilst we consider our opinion to be defensible based on the information available to us others may have a different view and arrive at a different conclusion.

In accordance with Section 114(3)(g) of the Act, a copy of Sections 115 and 164 of the Act is attached hereto as Appendix A.

14. **CONSENT**

We hereby consent to the inclusion of our independent expert's report in any required regulatory announcement or documentation.

Yours sincerely

Jan Groenewald

Director

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Tel: +27 (11) 797 5380

Sections 115 and 164 of the Companies Act, No. 71 of 2008 as amended

115. Required approval for transactions contemplated in Part:

- (1) Despite section 65, and any provision of a company's Memorandum of Incorporation, or any resolution adopted by its board or holders of its securities, to the contrary, a company may not dispose of, or give effect to an agreement or series of agreements to dispose of, all or the greater part of its assets or undertaking, implement an amalgamation or a merger, or implement a scheme of arrangement, unless –
 - (a) the disposal, amalgamation or merger, or scheme of arrangement –
 - (i) has been approved in terms of this section; or
 - (ii) is pursuant to or contemplated in an approved business rescue plan for that company, in terms of Chapter 6; and
 - (b) to the extent that Parts B and C of this Chapter, and the Takeover Regulations, apply to a company that proposes to –
 - (i) dispose of all or the greater part of its assets or undertaking;
 - (ii) amalgamate or merge with another company; or
 - (iii) implement a scheme of arrangement,
 the Panel has issued a compliance certificate in respect of the transaction, in terms of section 119(4)(b), or exempted the transaction in terms of section 119(6).

[Para. (b) substituted by s. 71 of Act 3/2011]

- (2) A proposed transaction contemplated in subsection (1) must be approved –
 - (a) by a special resolution adopted by persons entitled to exercise voting rights on such a matter, at a meeting called for that purpose and at which sufficient persons are present to exercise, in aggregate, at least 25% of all of the voting rights that are entitled to be exercised on that matter, or any higher percentage as may be required by the company's Memorandum of Incorporation, as contemplated in section 64(2); and

[Para. (a) substituted by s. 71 of Act 3/2011]

- (b) by a special resolution, also adopted in the manner required by paragraph (a), by the shareholders of the company's holding company if any, if –
 - (i) the holding company is a company or an external company;
 - (ii) the proposed transaction concerns a disposal of all or the greater part of the assets or undertaking of the subsidiary; and
 - (iii) having regard to the consolidated financial statements of the holding company, the disposal by the subsidiary constitutes a disposal of all or the greater part of the assets or undertaking of the holding company; and

[Subpara. (iii) substituted by s. 71 of Act 3/2011]

- (c) by the court, to the extent required in the circumstances and manner contemplated in subsections (3) to (6).
- (3) Despite a resolution having been adopted as contemplated in subsections (2)(a) and (b), a company may not proceed to implement that resolution without the approval of a court if –
 - (a) the resolution was opposed by at least 15% of the voting rights that were exercised on that resolution and, within five business days after the vote, any person who voted against the resolution requires the company to seek court approval; or

[Para. (a) substituted by s. 71 of Act 3/2011]

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

[Para. (b) substituted by s. 71 of Act 3/2011]

- (4) For the purposes of subsections (2) and (3), any voting rights controlled by an acquiring party, a person related to an acquiring party, or a person acting in concert with either of them, must not be included in calculating the percentage of voting rights –
 - (a) required to be present, or actually present, in determining whether the applicable quorum requirements are satisfied; or
 - (b) required to be voted in support of a resolution, or actually voted in support of the resolution.

[Subs. (4) substituted by s. 71 of Act 3/2011]

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

[Subs. (4A) inserted by s. 71 of Act 3/2011]

- (5) If a resolution requires approval by a court as contemplated in terms of subsection (3)(a), the company must either –
 - (a) within 10 business days after the vote, apply to the court for approval, and bear the costs of that application; or

[Para. (a) substituted by s. 71 of Act 3/2011]

- (b) treat the resolution as a nullity.
- (6) On an application contemplated in subsection (3)(b), the court may grant leave only if it is satisfied that the applicant –
 - (a) is acting in good faith;
 - (b) appears prepared and able to sustain the proceedings; and
 - (c) has alleged facts which, if proved, would support an order in terms of subsection (7).
- (7) On reviewing a resolution that is the subject of an application in terms of subsection (5)(a), or after granting leave in terms of subsection (6), the court may set aside the resolution only if –
 - (a) the resolution is manifestly unfair to any class of holders of the company’s securities; or
 - (b) the vote was materially tainted by conflict of interest, inadequate disclosure, failure to comply with the Act, the Memorandum of Incorporation or any applicable rules of the company, or other significant and material procedural irregularity.
- (8) The holder of any voting rights in a company is entitled to seek relief in terms of section 164 if that person –
 - (a) notified the company in advance of the intention to oppose a special resolution contemplated in this section; and
 - (b) was present at the meeting and voted against that special resolution.
- (9) If a transaction contemplated in this Part has been approved, any person to whom assets are, or an undertaking is, to be transferred, may apply to a court for an order to effect –
 - (a) the transfer of the whole or any part of the undertaking, assets and liabilities of a company contemplated in that transaction;
 - (b) the allotment and appropriation of any shares or similar interests to be allotted or appropriated as a consequence of the transaction;
 - (c) the transfer of shares from one person to another;
 - (d) the dissolution, without winding-up, of a company, as contemplated in the transaction;

- (e) incidental, consequential and supplemental matters that are necessary for the effectiveness and completion of the transaction; or
- (f) any other relief that may be necessary or appropriate to give effect to, and properly implement, the amalgamation or merger.

164. Dissenting shareholders appraisal rights

- (1) This section does not apply in any circumstances relating to a transaction, agreement or offer pursuant to a business rescue plan that was approved by shareholders of a company, in terms of section 152.
- (2) If a company has given notice to shareholders of a meeting to consider adopting a resolution to –
 - (a) amend its Memorandum of Incorporation by altering the preferences, rights, limitations or other terms of any class of its shares in any manner materially adverse to the rights or interests of holders of that class of shares, as contemplated in section 37(8); or
 - (b) enter into a transaction contemplated in section 112, 113, or 114, that notice must include a statement informing shareholders of their rights under this section.
- (3) At any time before a resolution referred to in subsection (2) is to be voted on, a dissenting shareholder may give the company a written notice objecting to the resolution.
- (4) Within 10 business days after a company has adopted a resolution contemplated in this section, the company must send a notice that the resolution has been adopted to each shareholder who –
 - (a) gave the company a written notice of objection in terms of subsection (3); and
 - (b) has neither –
 - (i) withdrawn that notice; or
 - (ii) voted in support of the resolution.
- (5) A shareholder may demand that the company pay the shareholder the fair value for all of the shares of the company held by that person if –
 - (a) the shareholder –
 - (i) sent the company a notice of objection, subject to subsection (6); and
 - (ii) in the case of an amendment to the company's Memorandum of Incorporation, holds shares of a class that is materially and adversely affected by the amendment;
 - (b) the company has adopted the resolution contemplated in subsection (2); and
 - (c) the shareholder –
 - (i) voted against that resolution; and
 - (ii) has complied with all of the procedural requirements of this section.
- (6) The requirement of subsection (5)(a)(i) does not apply if the company failed to give notice of the meeting, or failed to include in that notice a statement of the shareholders rights under this section.
- (7) A shareholder who satisfies the requirements of subsection (5) may make a demand contemplated in that subsection by delivering a written notice to the company within –
 - (a) 20 business days after receiving a notice under subsection (4); or
 - (b) if the shareholder does not receive a notice under subsection (4), within 20 business days after learning that the resolution has been adopted.
- (8) A demand delivered in terms of subsections (5) to (7) must also be delivered to the Panel, and must state –

[Words preceding para. (a) substituted by s. 103 of Act 3/2011]

- (a) the shareholder's name and address;
- (b) the number and class of shares in respect of which the shareholder seeks payment; and
- (c) a demand for payment of the fair value of those shares.

- (9) A shareholder who has sent a demand in terms of subsections (5) to (8) has no further rights in respect of those shares, other than to be paid their fair value, unless –
- (a) the shareholder withdraws that demand before the company makes an offer under subsection (11), or allows an offer made by the company to lapse, as contemplated in subsection (12)(b);
 - (b) the company fails to make an offer in accordance with subsection (11) and the shareholder withdraws the demand; or
 - (c) the company, by a subsequent special resolution, revokes the adopted resolution that gave rise to the shareholder's rights under this section.
- [Para. (c) substituted by s. 103 of Act 3/2011]
- (10) If any of the events contemplated in subsection (9) occur, all of the shareholder's rights in respect of the shares are reinstated without interruption.
- (11) Within five business days after the later of –
- (a) the day on which the action approved by the resolution is effective;
 - (b) the last day for the receipt of demands in terms of subsection (7)(a); or
 - (c) the day the company received a demand as contemplated in subsection (7)(b), if applicable, the company must send to each shareholder who has sent such a demand a written offer to pay an amount considered by the company's directors to be the fair value of the relevant shares, subject to subsection (16), accompanied by a statement showing how that value was determined.
- (12) Every offer made under subsection (11) –
- (a) in respect of shares of the same class or series must be on the same terms; and
 - (b) lapses if it has not been accepted within 30 business days after it was made.
- (13) If a shareholder accepts an offer made under subsection (12) –
- (a) the shareholder must either in the case of –
 - (i) shares evidenced by certificates, tender the relevant share certificates to the company or the company's transfer agent; or
 - (ii) uncertificated shares, take the steps required in terms of section 53 to direct the transfer of those shares to the company or the company's transfer agent; and
 - (b) the company must pay that shareholder the agreed amount within 10 business days after the shareholder accepted the offer and –
 - (i) tendered the share certificates; or
 - (ii) directed the transfer to the company of uncertificated shares.
- (14) A shareholder who has made a demand in terms of subsections (5) to (8) may apply to a court to determine a fair value in respect of the shares that were the subject of that demand, and an order requiring the company to pay the shareholder the fair value so determined, if the company has –
- (a) failed to make an offer under subsection (11); or
 - (b) made an offer that the shareholder considers to be inadequate, and that offer has not lapsed.
- (15) On an application to the court under subsection (14) –
- (a) all dissenting shareholders who have not accepted an offer from the company as at the date of the application must be joined as parties and are bound by the decision of the court;
 - (b) the company must notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to participate in the court proceedings; and

- (c) the court –
 - (i) may determine whether any other person is a dissenting shareholder who should be joined as a party;
 - (ii) must determine a fair value in respect of the shares of all dissenting shareholders, subject to subsection (16);
 - (iii) in its discretion may –
 - (aa) appoint one or more appraisers to assist it in determining the fair value in respect of the shares; or
 - (bb) allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective, until the date of payment;
 - (iv) may make an appropriate order of costs, having regard to any offer made by the company, and the final determination of the fair value by the court; and
 - (v) must make an order requiring –
 - (aa) the dissenting shareholders to either withdraw their respective demands or to comply with subsection (13)(a); and

[Item (aa) substituted by s. 103 of Act 3/2011]

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

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

- (a) that shareholder must comply with the requirements of subsection 13(a); and
- (b) the company must comply with the requirements of subsection 13(b).

[Subs. (15A) inserted by s. 103 of Act 3/2011]

- (16) The fair value in respect of any shares must be determined as at the date on which, and time immediately before, the company adopted the resolution that gave rise to a shareholder's rights under this section.
- (17) If there are reasonable grounds to believe that compliance by a company with subsection (13)(b), or with a court order in terms of subsection (15)(c)(v)(bb), would result in the company being unable to pay its debts as they fall due and payable for the ensuing 12 months –
 - (a) the company may apply to a court for an order varying the company's obligations in terms of the relevant subsection; and
 - (b) the court may make an order that –
 - (i) is just and equitable, having regard to the financial circumstances of the company; and
 - (ii) ensures that the person to whom the company owes money in terms of this section is paid at the earliest possible date compatible with the company satisfying its other financial obligations as they fall due and payable.
- (18) If the resolution that gave rise to a shareholder's rights under this section authorised the company to amalgamate or merge with one or more other companies, such that the company whose shares are the subject of a demand in terms of this section has ceased to exist, the obligations of that company under this section are obligations of the successor to that company resulting from the amalgamation or merger.

- (19) For greater certainty, the making of a demand, tendering of shares and payment by a company to a shareholder in terms of this section do not constitute a distribution by the company, or an acquisition of its shares by the company within the meaning of section 48, and therefore are not subject to –
- (a) the provisions of that section; or
 - (b) the application by the company of the solvency and liquidity test set out in section 4.
- (20) Except to the extent –
- (a) expressly provided in this section; or
 - (b) that the Panel rules otherwise in a particular case,
- a payment by a company to a shareholder in terms of this section does not obligate any person to make a comparable offer under section 125 to any other person.
- [Subs. (20) inserted by s. 103 of Act 3/2011]

HISTORICAL UNAUDITED FINANCIAL INFORMATION OF INTERWASTE FOR THE SIX MONTHS ENDED 30 JUNE 2018

The report of historical financial information is the responsibility of the Directors of Interwaste.

The full set of unaudited interim financial statements for the six months ended 30 June 2018 are available on the Company's website, <https://www.interwaste.co.za>. Physical copies may also be requested from the Company Secretary.

THE REPORT OF HISTORICAL FINANCIAL INFORMATION IS THE RESPONSIBILITY OF THE DIRECTORS OF INTERWASTE.

Financial performance

Revenue grew 24% year-on-year on the back of industry price increases and growth from diversifying our customer base, offset by lower recyclable prices and lower total volumes to own landfill facilities which were down 7% compared to the same period last year.

Gross profit percentages remained under pressure due to lower domestic recyclable prices, higher input costs and lower disposal volumes to the FG Landfill with increasing year-on-year environmental compliance costs in respect of this site.

Operating profit for the six months ended 30 June 2018 was R59.8 million (2017: R49.0 million), up 22% year-on-year.

Net finance costs for the six months ended 30 June 2018 fell 27% from R16.4 million down to R12.0 million due to the continued reduction in debt with growing cash and cash equivalents. Net debt to equity as at 30 June 2018 was 19.2% compared to 41.3% in the prior year.

Profit before tax (PBT) for the six months ended 30 June 2018 was R47.8 million (2017: 32.6 million), up 47% compared to the same period last year.

Headline earnings per share (HEPS) for the six months ended 30 June 2018 was 6.43 cents per share (2017: 4.55 cents per share) up 41% year-on-year. While there has been a notable year-on-year growth in HEPS, the rate of growth was impacted by an increased share of profits earned by minorities.

Net operating assets (excluding cash and cash equivalents) as at 30 June 2018 were R700.9 million (2017: R772.1 million) down 9% compared to the prior year. The reduction in net operating assets coupled with an increase in operating profit positively impacted the annual rolling return on net operating assets which averaged 16.0% (2017: 13.5%). The rolling annual return on equity averaged 9.4% (2017: 8.9%).

The Group generated cash flow before financing for the six months ended 30 June 2018 of R78.2 million (2017: R76.0 million). Cash and cash equivalents held at 30 June 2018 were R116.1 million compared to R75.5 million in the prior year and a similar amount as at 31 December 2017.

During the first half of 2018, Interwaste Holding's share price traded below the net asset value and the Company continued to use the opportunity to buy back its own shares. 11.6 million shares at an average price of 84.4 cents per share were acquired during the six months ended 30 June 2018. A total of 41.1 million shares were held at 30 June 2018.

Trading environment

Lower than expected growth in the South African Gross Domestic Product (GDP) was recorded during the first quarter of 2018 and demand for services in the waste management industry directly correlates with economic activity aligned with global macro-economic, industry and geographic trends. Our performance is very pleasing in a very mixed economic and political environment. The Logistics segment delivered pleasing results with growing volumes mainly from diversifying services across industry sectors, but this was offset by underperformance of the Facilities segment with lower total volumes to own landfill sites.

China's ban on importing certain waste and slag type material as part of its National Sword campaign has negatively impacted and disrupted the global and local recycling industry. Another list of 16 items will be banned by the end of 2019. These import bans are leading to products being stock-piled thus driving down the value of previously related export material, whilst alternative markets and solutions are found for their re-use. During the financial year, decreases in recyclable waste prices have substantially impacted the local recyclable prices and the profitability of these associated business units.

We remain focused on strengthening our financial position with prudent capital allocation and this has resulted in improved cash generation, reduced debt with improving returns. Management continues to build a diversified, sustainable and profitable business to create value for all stakeholders.

The trading environment remains competitive but Interwaste's strategy of providing integrated waste management solutions and controlling the entire value chain affords us a competitive advantage. Our internationally accredited operating standards and innovative service offerings continue to enable Interwaste to be the supplier of choice for many local and multinational clients.

The regulatory framework governing the Waste Management Industry in our domestic and global markets is constantly evolving and the supervisory capacity of regulators is increasing significantly. We remain abreast of these changes and actively contribute to the development of national policy and legislation through formal submissions and advisory input addressed to policy makers and regulatory authorities. The Department of Environmental Affairs continues to introduce a host of new environmental legislation which will create additional opportunities for Interwaste in the form of added service offerings to our clients.

Logistics

Revenue from the Logistics segment increased 29% compared to the same period last year with profit from operating activities increasing by 38%. Logistics operating margins improved from 9.3% in 2017 to 9.9% in 2018, positively impacted by growing volumes and continued strong focus on asset utilisation and efficiencies.

Facilities

The Facilities segment underperformed with revenue decreasing 11% compared to last year impacted by lower net volumes to company owned landfill sites. While volumes to FG decreased, volumes to Klinkerstene continued to grow. The lower volumes to FG, high site fixed costs and additional environmental compliance costs resulted in a 42% decrease in Facilities' operating profit compared to the same period last year.

Given the extensive focus on the FG Landfill, the site's license and compliance has come under scrutiny from both the National and Provincial Regulators. The Company was engaged in legal proceedings with regard to the license for the site. The matter was heard in December 2017 and on 13 February 2018, the Court ruled in Interwaste's favour, setting aside the compliance notice and the MEC's decision to uphold the compliance notice, on the premise that the site's licence remains valid. GDARD and DEA together with the Greater Midstream Forum applied for Leave to Appeal, which was granted by the Court on 11 April 2018.

The Klinkerstene Landfill which was commissioned in July 2016 continues to provide flexibility through an additional company owned disposal facility. Cell two at the landfill was completed in the last quarter of 2017 which provides additional airspace to meet the Group's short to medium-term demands.

SADC investments

On the back of higher petro-chemical prices, the overall activities in our cross-border investments continue to perform well with healthy returns being generated. As some volumes reduce in regions where approved projects are coming to an end and awaiting new approvals, other regions grow with new volumes. We continue to take proactive steps to right size certain areas of investment and transfer assets to ensure effective utilisation.

We continue to bill our SADC customers in US Dollars and therefore have limited exposure to the traditional SADC type currency fluctuations. The net fair value gain relating to financial instruments was R1.4 million (2017: R3.1 million charge) mainly due to the translation gains and losses on US Dollar denominated monetary assets and liabilities in the region. We continue to successfully repatriate foreign cash flows generated outside South Africa aligned to our investment strategy and knowledge of the countries in which we operate.

The SADC region, into which Interwaste invested over 20 years ago, remains a key growth area and we will continue to assess opportunities and investments in the region. We have gained extensive local knowledge enabling us to understand and navigate the regionally specific challenges.

Outlook

Despite low GDP growth in the first quarter of 2018, the outlook for the South African economy continues to improve characterised by rising confidence levels. The South African GDP is now forecast to grow at around 1.2% for 2018. Growing GDP coupled with population growth and urbanisation bodes well for the industry. Globally, some commodity prices continued to improve into 2018 which augurs well for industrial businesses especially within the manufacturing and mining and resource sectors.

China's ban on importing certain waste and slag type material along with the resultant impact on local recyclable prices will continue to negatively impact the margins of these associated business units, but the overall effect remains marginal as we continue to grow a diversified business within the industry. The provision of integrated waste solutions together with increasing levels of compliance should assist in retaining clients as well as acquiring new clients. We continue to drive returns by managing costs and improving efficiencies. References to forward looking statements included anywhere in this announcement have not been reviewed or reported on by the Group's external auditors.

Dividends

The maiden dividend declared on the 19 March 2018 in respect of the results for the year ended 31 December 2017 was paid on 16 April 2018. Interwaste will not pay a dividend for the interim period. The Board remains committed to future dividends by applying a policy of between 4.5 to 5.0 times cover of income attributable to Shareholders, bearing in mind the balance between capitalising on opportunities and delivering on short, medium and long-term value for shareholders.

CONDENSED CONSOLIDATED STATEMENT OF PROFIT/LOSS AND OTHER COMPREHENSIVE INCOME

	June 2018 Unaudited 6 months R'000	% Change	June 2017 Unaudited 6 months R'000	December 2017 Audited 12 months R'000
Revenue	595 030	24%	480 652	1 033 085
Cost of sales	(304 823)		(219 983)	(495 449)
Gross profit	290 207	11%	260 669	537 636
Operating expenses	(180 252)		(159 671)	(325 541)
Administrative expenses	(167 218)		(146 432)	(296 717)
Selling and distribution expenses	(10 108)		(9 833)	(22 336)
Research and development expenses	(2 926)		(3 406)	(6 488)
Earnings before interest, tax and depreciation	109 955	9%	100 998	212 095
Depreciation	(50 143)		(51 989)	(102 783)
Results from operating activities	59 812	22%	49 009	109 312
Net finance costs	(11 991)		(16 382)	(30 506)
Finance costs	(14 101)		(17 085)	(33 480)
Finance income	2 110		703	2 974
Profit before taxation	47 821	47%	32 627	78 806
Taxation expense	(13 798)		(9 607)	(24 985)
Profit for the period	34 023	48%	23 020	53 821
Profit attributable to:				
Non-controlling interests	6 152		704	6 165
Owners of the Company	27 871		22 316	47 656
Other comprehensive income, net of tax items that may be reclassified subsequently to profit or loss				
Foreign currency translation reserve movement on foreign operations	4 291		(1 444)	(3 632)
Total comprehensive income for the period	38 314	78%	21 576	50 189
Total comprehensive income attributable to:				
Non-controlling interests	6 152		704	6 165
Owners of the Company	32 162		20 872	44 024
Basic earnings per share (cents)	6.36	33%	4.8	10.40
Diluted earnings per share (cents)	6.36	33%	4.77	10.35

CONDENSED CONSOLIDATED STATEMENT OF FINANCIAL POSITION

	June 2018 Unaudited R'000	June 2017 Unaudited R'000	December 2017 Audited R'000
Assets			
Non-current assets	738 616	763 272	753 241
Property, plant and equipment	673 060	697 510	687 919
Goodwill	64 008	64 008	64 008
Deferred taxation assets	1 548	1 754	1 314
Current assets	392 987	312 164	328 843
Inventories	10 980	9 162	9 213
Current taxation receivables	9 318	4 425	7 597
Trade and other receivables	256 559	223 074	195 938
Cash and cash equivalents	116 130	75 503	116 095
Total assets	1 131 603	1 075 436	1 082 084
Equity and liabilities			
Equity	582 811	556 837	566 582
Equity attributable to owners of the Company	571 603	553 121	559 310
Stated capital	283 141	310 164	292 974
Share-based payment reserve	3 295	5 141	4 564
Foreign currency translation reserve	(7 403)	(9 506)	(11 694)
Retained earnings	292 570	247 322	273 466
Non-controlling interests	11 208	3 716	7 272
Liabilities			
Non-current liabilities	234 175	290 778	264 265
Interest-bearing borrowings	125 109	198 360	162 079
Provision for site rehabilitation	43 758	36 301	37 808
Deferred taxation liabilities	65 308	56 117	64 378
Current liabilities	314 617	227 821	251 237
Current taxation payable	11 073	574	666
Interest-bearing borrowings	103 079	107 058	110 546
Trade and other payables	200 465	120 189	140 025
Total liabilities	548 792	518 599	515 502
Total equity and liabilities	1 131 603	1 075 436	1 082 084

CONDENSED CONSOLIDATED STATEMENT OF CASH FLOWS

	June 2018 Unaudited 6 months R'000	June 2017 Unaudited Restated (note 6) 6 months R'000	December 2017 Audited 12 months R'000
Profit before taxation	47 821	32 627	78 806
Adjustments for:			
Depreciation	50 143	51 989	102 783
Finance costs	14 101	17 085	33 480
Finance income	(2 110)	(703)	(2 974)
Loss/(profit) on disposal of property, plant and equipment	426	(1 402)	2 084
Profit on disposal of business	–	–	(202)
Share-based payment credit	(1 267)	(260)	(838)
Foreign currency translation differences	1 680	(774)	(1 138)
Movement in provision for site rehabilitation	979	831	1 218
Changes in working capital:			
Increase in inventories	(1 767)	(1 018)	(1 070)
Increase in trade and other receivables	(60 621)	(29 851)	(3 752)
Increase in trade and other payables	60 440	27 926	50 185
Cash generated from operations	109 825	96 450	258 582
Finance costs paid	(12 869)	(15 964)	(31 237)
Finance income received	2 110	703	2 974
Taxation paid	(4 414)	(11 692)	(21 256)
Net cash inflow from operating activities	94 652	69 497	209 063
Cash flows from investing activities			
Purchases of property, plant and equipment	(21 555)	(10 657)	(33 286)
Proceeds on disposal and scrapping of property, plant and equipment	5 102	17 175	18 073
Disposal of subsidiary, net of cash disposed of	–	–	(1 209)
Net cash (outflow on)/inflow from investing activities	(16 453)	6 518	(16 422)
Cash flows from financing activities			
Treasury shares acquired	(9 834)	(5 395)	(22 584)
Net movement in interest-bearing borrowings	(57 114)	(26 346)	(83 868)
– Interest-bearing borrowings raised	–	33 988	33 988
– Interest-bearing borrowings repaid	(57 114)	(60 334)	(117 856)
Acquisition of non-controlling interests	–	–	(1 100)
Dividends to owners of the Company	(8 768)	–	–
Dividends to non-controlling interests	(2 216)	(427)	(427)
Net cash outflow from financing activities	(77 932)	(32 168)	(107 979)
Total cash movement for the period	267	43 847	84 662
Effect of exchange rate fluctuations on cash held	(232)	805	582
Cash and cash equivalents at beginning of period	116 095	30 851	30 851
Total cash and cash equivalents at end of period	116 130	75 503	116 095

CONDENSED CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

	June 2018 Unaudited 6 months R'000	June 2017 Unaudited 6 months R'000	December 2017 Audited 12 months R'000
Equity at beginning of period (audited)	566 582	541 343	541 343
Profit after tax	34 023	23 020	53 821
Dividends paid to non-controlling interests	(2 216)	(427)	(427)
Dividends paid to owners of the Company	(8 768)	–	–
Acquisition of non-controlling interest without a change in control	–	–	(1 100)
Treasury shares acquired	(9 834)	(5 395)	(22 584)
Foreign currency translation reserve movement	4 291	(1 444)	(3 633)
Share-based payment reserve movement	(1 267)	(260)	(838)
Total equity at end of period	582 811	556 837	566 582

SEGMENTAL REPORT

	June 2018 Unaudited 6 months R'000	June 2017 Unaudited 6 months R'000	December 2017 Audited 12 months R'000
Gross revenue from external customers			
Logistics	544 005	423 131	924 539
Facilities	51 025	57 521	108 546
	595 030	480 652	1 033 085
Results from operating activities			
Logistics	54 087	39 160	93 751
Facilities	5 725	9 849	15 561
	59 812	49 009	109 312
Depreciation			
Logistics	41 864	41 328	82 224
Facilities	8 279	10 661	20 559
	50 143	51 989	102 783
Segment assets			
Logistics	952 850	900 350	914 418
Facilities	178 753	175 086	167 666
	1 131 603	1 075 436	1 082 084
Segment liabilities			
Logistics	494 702	460 656	471 854
Facilities	54 090	57 943	43 648
	548 792	518 599	515 502

NOTES TO THE CONDENSED CONSOLIDATED FINANCIAL RESULTS

1. STATEMENT OF COMPLIANCE

The condensed consolidated interim financial statements are prepared in accordance with International Financial Reporting Standard (IAS) 34 Interim Financial Reporting, the SAICA Financial Reporting Guides as issued by the Accounting Practices Committee and Financial Pronouncements as issued by the Financial Reporting Standards Council and the requirements of the Companies Act of South Africa. The accounting policies applied in the preparation of these interim financial statements are in terms of the International Financial Reporting Standards and are consistent with those applied in the previous year's annual financial statements. During the period new and revised standards were adopted, the details of which are recorded in note 7.

2. BASIS OF MEASUREMENT

The condensed consolidated interim financial statements are presented in thousands of South African Rands (R'000s) on the historical cost basis, except for share-based payments which are measured at fair value.

3. GOING CONCERN

The condensed consolidated interim financial statements have been prepared on the going concern basis, as the directors believe that the Group has adequate resources to continue in operation for the foreseeable future.

4. PREPARATION OF INTERIM RESULTS

The preparation of the Group's condensed consolidated interim financial statements was supervised by the Chief Financial Officer, RA Lumb CA(SA).

RECONCILIATION OF HEADLINE EARNINGS

	June 2018 Unaudited 6 months R'000	% Change	June 2017 Unaudited 6 months R'000	December 2017 Audited 12 months R'000
Profit attributable to owners of the Company	27 871	25%	22 316	47 656
Adjusted for:				
Loss/(profit) on disposal of property, plant and equipment	426		(1 402)	2 084
Tax effect of loss/(profit) on disposal of property, plant and equipment	(119)		392	(583)
Profit on disposal of business	—		(202)	(202)
Tax effect of profit on disposal of business	—		57	57
Headline earnings attributable to ordinary shareholders	28 178	33%	21 161	49 012
Weighted average number of shares in issue on which earnings per share are based	438 153 409		465 308 987	458 111 275
Diluted weighted average number of shares in issue on which diluted earnings per share are based	438 342 741		467 366 292	460 251 501
Headline earnings per share (cents)	6.43	41%	4.55	10.70
Diluted headline earnings per share (cents)	6.43	42%	4.53	10.65

5. RESTATEMENT OF JUNE 2017 STATEMENT OF CASH FLOWS

As advised in the condensed consolidated financial statements for the year ended 31 December 2017 and the consolidated financial statements for 2017, the 30 June 2017 condensed consolidated statement of cash flows was restated to more accurately reflect additions of property, plant and equipment through instalment sales agreements as a non-cash flow item as required by IAS7: Cash flow statements. This is set out in note 3 to the unaudited condensed financial results for the six months ended 30 June 2018.

The 2017 condensed statement of cash flows was restated in order to correct a classification error reflecting additions of property, plant and equipment through instalment sales agreements amounting to R42.8 million as non-cash flow items as required by IAS 7: Cash flow statements. The impact of the changes is reflected below:

	June 2017 unaudited condensed consolidated statement of cash flows as previously reported R'000	June 2017 unaudited condensed consolidated statement of cash flows as revised R'000	Impact of restatement R'000
Net cash outflow on investing activities	(36 282)	6 518	42 800
Net cash outflow on financing activities	10 632	(32 168)	(42 800)

6. NET ASSET VALUE PER SHARE

The net asset value per share of 135.55 cents (2017: 120.58 cents) is based on equity attributable to owners of the Company of R571.6 million (2017: R553.1 million) divided by the number of shares in issue, excluding treasury shares, of 427 994 267 (2017: 458 699 213).

7. RELATED PARTIES

Trusts relating to directors Significant shareholders

The Wilco Family Trust
The Wilco Family Trust
N2 Property Trust

Directors

PF Mojono
WAH Willcocks
RA Lumb
LC Grobbelaar
BL Willcocks
C Boles
D Rosevear
LJ Mahlangu

Key management

JJ McNeil
DL Nkomo
R Pillay
K Stubbs

There were no major transactions with related parties in the period ended 30 June 2018.

8. SUBSEQUENT EVENTS

The directors are not aware of any material matter or circumstance arising since the end of 30 June 2018 and up to the date of approval of the condensed consolidated interim financial results, relevant to an assessment of the financial results at 30 June 2018.

9. **IMPACT OF IFRS 15, IFRS 9 AND IFRS 16**

The following new and revised standards have been issued and are effective at the date of this report.

IFRS 15: Revenue from contracts with customers

The Group implemented the revised statement, for both the sale of goods and rendering of services revenue streams, and had no material impact on the results;

IFRS 9: Financial instruments

The Group implemented the revised statement, the impairment model for trade receivables has changed from an “incurred loss” model to an “expected loss” model, and had no material impact on the results.

The following new and revised standard has been issued, but is not yet effective at the date of this report and this has not been adopted;

IFRS 16: Leases

The Group has a number of operating leases for equipment and vehicles that may be recognised on the statement of financial position as a result of the adoption of IFRS 16. Management has identified specific contracts where an impact is expected and is in the process of determining:

- whether these contracts meet the definition of lease contracts per IFRS 16;
- whether any scope exemptions apply; and
- the quantitative impact of recognising these leases on the statement of financial position, where relevant.

At the end of the period the Group had lease commitments of R5.2 million (2017: R6.6 million) for premises and R0.05 million (2017: R1.7 million) for vehicles and equipment.

Company secretary: A Fairley

Registered office: PO Box 382, Germiston, 1400

Transfer secretaries: Computershare Investor Services Proprietary Limited

Financial Advisor: PSG Capital Proprietary Limited

Auditors: Deloitte & Touche

Legal Advisors: Webber Wentzel

Sponsor: Grindrod Bank Limited

These condensed consolidated reviewed results are available on the Company's website: www.interwaste.co.za.

HISTORICAL AUDITED FINANCIAL INFORMATION OF INTERWASTE FOR THE YEARS ENDED 31 DECEMBER 2017, 31 DECEMBER 2016 AND 31 DECEMBER 2015

HISTORICAL AUDITED FINANCIAL INFORMATION OF INTERWASTE FOR THE YEARS ENDED 31 DECEMBER 2017, 31 DECEMBER 2016 AND 31 DECEMBER 2015

CONSOLIDATED STATEMENT OF FINANCIAL POSITION

	Audited 2017 R'000	Audited 2016 R'000	Audited 2015 R'000
ASSETS			
Non-current assets			
Property, plant and equipment	687 919	713 290	674 804
Goodwill	64 008	64 008	61 082
Investments in subsidiaries	—	—	—
Deferred taxation assets	1 314	1 616	1 213
Loan to subsidiary company	—	—	—
	753 241	778 914	737 099
Current assets			
Inventories	9 213	8 143	11 472
Current taxation receivable	7 597	6 066	4 745
Trade and other receivables	195 938	193 223	180 338
Cash and cash equivalents	116 095	30 851	53 154
	328 843	238 283	249 709
TOTAL ASSETS	1 082 084	1 017 197	986 808
EQUITY AND LIABILITIES			
Equity			
Stated capital	292 974	315 558	317 619
Share-based payment reserve	4 564	5 402	4 245
Foreign currency translation reserve	(11 694)	(8 061)	(2 628)
Retained earnings	273 466	225 007	181 241
Equity attributable to owners of the Company	559 310	537 906	500 477
Non-controlling interests	7 272	3 437	3 686
	566 582	541 343	504 163
Liabilities			
Non-current liabilities			
Interest-bearing borrowings	162 079	183 579	204 876
Provision for site rehabilitation	37 808	34 347	27 931
Deferred taxation liabilities	64 378	56 120	46 833
	264 265	274 046	279 640
Current liabilities			
Interest-bearing borrowings	110 546	105 386	91 462
Trade and other payables	140 025	92 262	111 252
Current taxation payable	666	4 160	291
	251 237	201 808	203 005
TOTAL LIABILITIES	515 502	475 854	482 645
TOTAL EQUITY AND LIABILITIES	1 082 084	1 017 197	986 808

CONSOLIDATED STATEMENT OF PROFIT/LOSS AND OTHER COMPREHENSIVE INCOME

	Audited 2017 R'000	Audited 2016 R'000	Audited 2015 R'000
CONTINUING OPERATIONS			
Revenue	1 033 085	924 003	851 301
Cost of sales	(598 232)	(527 953)	(505 256)
GROSS PROFIT	434 853	396 050	346 045
Operating expenses	(325 541)	(297 591)	(270 513)
Administrative expenses	(296 717)	(270 431)	(249 181)
Selling and distribution expenses	(22 336)	(17 964)	(15 055)
Research and development expenses	(6 488)	(9 196)	(6 277)
RESULTS FROM OPERATING ACTIVITIES	109 312	98 459	75 532
Net finance (costs)/income	(30 506)	(28 720)	(23 625)
Finance costs	(33 480)	(30 882)	(25 600)
Finance income	2 974	2 162	1 975
PROFIT BEFORE TAXATION	78 806	69 739	51 907
Taxation (expense)/credit	(24 985)	(21 999)	(15 667)
PROFIT FROM CONTINUING OPERATIONS	53 821	47 740	36 240
DISCONTINUED OPERATIONS			
Loss from discontinued operations, net of taxation	–	(3 961)	5 992
PROFIT FOR THE YEAR	53 821	43 779	42 232
Profit attributable to:			
Non-controlling interests	6 165	14	(1 331)
Owners of the Company	47 656	43 765	40 901
Other comprehensive, net of tax items that may be reclassified subsequently to profit or loss:			
Foreign currency translation reserve movement on foreign operations	(3 633)	(5 434)	(2 688)
Total comprehensive income for the year	50 188	38 345	38 213
Total comprehensive income attributable to:			
Non-controlling interests	6 165	14	(1 331)
Owners of the Company	44 023	38 331	39 544
CONTINUING AND DISCONTINUED OPERATIONS			
Earnings per share (cents)	10.4	9.36	8.77
Diluted earnings per share (cents)	10.35	9.29	8.65
CONTINUING OPERATIONS			
Earnings per share (cents)	10.40	9.95	7.74
Diluted earnings per share (cents)	10.35	9.88	7.63

CONSOLIDATED STATEMENT OF CHANGES IN EQUITY

	Stated capital R'000	Share-based payment reserve R'000	Foreign currency translation reserve R'000	Retained earnings R'000	Total R'000	Non- controlling interests R'000	Total equity R'000
Consolidated	317 619	4 246	(2 627)	181 242	500 480	3 683	504 163
Balance at 01 January 2016							
Total comprehensive income							
Profit for the year	–	–	–	43 765	43 765	14	43 779
Other comprehensive income	–	–	(5 434)	–	(5 434)	–	(5 434)
Transactions with owners, recorded directly in equity							
Contributions by and distributions to shareholders							
Share-based payment expense	–	1 500	–	–	1 500	–	1 500
Share options exercised	1 165	(344)	–	–	821	–	821
Treasury shares acquired	(3 226)	–	–	–	(3 226)	–	(3 226)
Changes in ownership interests in subsidiaries							
Dividends paid to non-controlling interests	–	–	–	–	–	(260)	(260)
Balance at 31 December 2016	315 558	5 402	(8 061)	225 007	537 906	3 437	541 343
Total comprehensive income							
Profit for the year	–	–	–	47 656	47 656	6 165	53 821
Other comprehensive income	–	–	(3 633)	–	(3 633)	–	(3 633)
Transactions with owners, recorded directly in equity							
Contributions by and distributions to shareholders							
Share-based payment expense	–	243	–	–	243	–	243
Share options exercised	–	(1 081)	–	–	(1 081)	–	(1 081)
Treasury shares acquired	(22 584)	–	–	–	(22 584)	–	(22 584)
Changes in ownership interests in subsidiaries							
Acquisition of non-controlling interest without a change in control	–	–	–	803	803	(1 903)	(1 100)
Dividends paid to non-controlling interests	–	–	–	–	–	(427)	(427)
Balance at 31 December 2017	292 974	4 564	(11 694)	273 466	559 310	7 272	566 582

CONSOLIDATED STATEMENT OF CASH FLOWS

	Audited 2017 R'000	Audited 2016 Restated* R'000	Audited 2015 Restated* R'000
Cash flows from Operating Activities			
Cash generated from/(utilised by) operations	258 582	177 526	180 022
Finance costs paid	(31 237)	(29 525)	(26 481)
Finance income received	2 974	2 206	1 976
Taxation paid	(21 256)	(9 470)	(16 267)
Net cash inflow from operating activities	209 063	140 737	139 250
Cash flows from Investing Activities			
Purchase of property, plant and equipment	(33 286)	(52 129)	(55 404)
Proceeds on disposal and scrapping of property, plant and equipment	18 073	4 725	5 212
Disposal of subsidiary, net of cash disposed of	(1 209)	–	–
Disposal of discontinued operations, net of cash disposed of	–	8 560	–
Non-controlling interest in subsidiary	–	–	2
Acquisition of business, net of cash acquired	–	(2 926)	(3 200)
Net cash (outflow on)/inflow from investing activities	(16 422)	(41 770)	(53 390)
Cash flows from Financing Activities			
Proceeds on issue of share capital	–	1 165	11 121
Treasury shares acquired	(22 584)	(3 226)	–
Loan advanced to subsidiary company	–	–	–
Net movement in interest-bearing borrowings	(83 868)	(112 783)	(105 195)
Interest-bearing borrowings raised	33 988	–	–
Interest-bearing borrowings repaid	(117 856)	(112 783)	(105 195)
Acquisition of non-controlling interests	(1 100)	–	–
Dividends paid to non-controlling interests	(427)	(260)	(538)
Net cash outflow on financing activities	(107 979)	(115 104)	(94 612)
Total cash movement for the year	84 662	(16 137)	(8 752)
Effect of exchange rate fluctuations on cash held	582	(6 166)	–
Cash and cash equivalents at beginning of year	30 851	53 154	61 906
Total cash and cash equivalents at end of year	116 095	30 851	53 154

The full set of audited annual financial statements for the years ended 31 December 2017, 31 December 2016 and 31 December 2015 are available on the Company's website: www.interwaste.co.za. Physical copies may also be requested from the Company Secretary.

EXCHANGE CONTROL REGULATIONS

The following is a summary of the Exchange Control Regulations insofar as relates to Interwaste Scheme Participants. It is intended as a guide only and is not a comprehensive statement of the Exchange Control Regulations which apply to Interwaste Scheme Participants. Interwaste Scheme Participants who have any queries regarding the Exchange Control Regulations should contact their own professional advisers without delay.

2.1 Residents of the Common Monetary Area

In the case of:

Interwaste Scheme Participants holding Certificated Shares whose registered addresses in the Register are within the Common Monetary Area and whose Documents of Title are not restrictively endorsed in terms of the Exchange Control Regulations, the Scheme Consideration will be posted or transferred to such Interwaste Scheme Participants (should this option have been selected on the form of election, surrender and transfer (*blue*));

or

Interwaste Scheme Participants holding Dematerialised Interwaste Shares whose registered addresses in the Register are within the Common Monetary Area and whose accounts with their CSDP or Broker have not been restrictively designated in terms of the Exchange Control Regulations, the Scheme Consideration will be credited directly to the accounts nominated for the relevant Interwaste Scheme Participants by their duly appointed CSDP or broker in terms of the provision for the custody agreement with their CSDP or broker.

2.2 Emigrants from the Common Monetary Area

- 2.2.1 The Scheme Consideration is not freely transferable from South Africa and must be dealt with in terms of the Exchange Control Regulations.
- 2.2.2 The Scheme Consideration due to an Interwaste Scheme Participant holding Certificated Shares who is an emigrant from South Africa, whose registered address is outside the Common Monetary Area and whose Documents of Title have been restrictively endorsed under the Exchange Control Regulations will be deposited in an emigrant capital account with the authorised dealer in foreign exchange in South Africa controlling the Interwaste Scheme Participant's remaining assets in accordance with his instructions, against delivery of the relevant Documents of Title.
- 2.2.3 In terms of current exchange controls, emigrants may externalise the Scheme Consideration by making application to the Financial Surveillance Department of the SARB through the authorised dealer controlling the emigrant's remaining assets.
- 2.2.4 The authorised dealer releasing the relevant documents of title in terms of the Scheme must countersign the form of election, surrender and transfer (*blue*) thereby indicating that the Scheme Consideration will be placed directly in its control.
- 2.2.5 The attached form of election, surrender and transfer (*blue*) makes provision for the details and signature of the authorised dealer concerned to be provided.

2.3 **All other non-residents of the Common Monetary Area**

- 2.3.1 The Scheme Consideration due to an Interwaste Scheme Participant holding Certificated Shares who is a non-resident of South Africa, including an emigrant who acquired Scheme Shares not using funds from their emigrant's capital account, and who has never resided in the Common Monetary Area, whose registered address is outside the Common Monetary Area and whose Documents of Title have been restrictively endorsed under the Exchange Control Regulations, will be deposited with the authorised dealer in foreign exchange in South Africa nominated by such Interwaste Scheme Participant. It will be incumbent on the Interwaste Scheme Participant concerned to instruct the nominated authorised dealer as to the disposal of the amounts concerned, against delivery of the relevant Documents of Title.
- 2.3.2 The form of election, surrender and transfer (*blue*) attached to this Circular makes provision for the nomination required in terms of the paragraph 2.3.1 above. If the information regarding the authorised dealer is not given in terms of such paragraph 2.3.1 above, the Scheme Consideration will be held in trust by Interwaste for the Interwaste Scheme Participants concerned pending receipt of the necessary information or instruction.

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

- (1) Despite section 65, and any provision of a company's Memorandum of Incorporation, or any resolution adopted by its board or holders of its securities, to the contrary, a company may not dispose of, or give effect to an agreement or series of agreements to dispose of, all or the greater part of its assets or undertaking, implement an amalgamation or a merger, or implement a scheme of arrangement, unless –
- (a) the disposal, amalgamation or merger, or scheme of arrangement –
 - (i) has been approved in terms of this section; or
 - (ii) is pursuant to or contemplated in an approved business rescue plan for that company, in terms of Chapter 6; and
 - (b) to the extent that Parts B and C of this Chapter and the Takeover Regulations apply to a company that proposes to –
 - (i) dispose of all or the greater part of its assets or undertaking;
 - (ii) amalgamate or merge with another company; or
 - (iii) implement a scheme of arrangement, the Panel has issued a compliance certificate in respect of the transaction, in terms of section 119(4)(b), or exempted the transaction in terms of section 119(6).
- (2) A proposed transaction contemplated in subsection (1) must be approved –
- (a) by a special resolution adopted by persons entitled to exercise voting rights on such a matter, at a meeting called for that purpose and at which sufficient persons are present to exercise, in aggregate, at least 25% of all of the voting rights that are entitled to be exercised on that matter, or any higher percentage as may be required by the company's Memorandum of Incorporation, as contemplated in section 64(2); and
 - (b) by a special resolution, also adopted in the manner required by paragraph (a), by the shareholders of the company's holding company if any, if –
 - (i) the holding company is a company or an external company;
 - (ii) the proposed transaction concerns a disposal of all or the greater part of the assets or undertaking of the subsidiary; and
 - (iii) having regard to the consolidated financial statements of the holding company, the disposal by the subsidiary constitutes a disposal of all or the greater part of the assets or undertaking of the holding company; and
 - (c) by the court, to the extent required in the circumstances and manner contemplated in subsections (3) to (6).
- (3) Despite a resolution having been adopted as contemplated in subsections (2)(a) and (b), a company may not proceed to implement that resolution without the approval of a court if –
- (a) the resolution was opposed by at least 15% of the voting rights that were exercised on that resolution and, within five business days after the vote, any person who voted against the resolution requires the company to seek court approval; or
 - (b) the court, on an application within 10 business days after the vote by any person who voted against the resolution, grants that person leave, in terms of subsection (6), to apply to a court for a review of the transaction in accordance with subsection (7).

- (4) For the purposes of subsections (2) and (3), any voting rights controlled by an acquiring party, a person related to an acquiring party, or a person acting in concert with either of them, must not be included in calculating the percentage of voting rights –
- (a) required to be present, or actually present, in determining whether the applicable quorum requirements are satisfied; or
 - (b) required to be voted in support of a resolution, or actually voted in support of the resolution.
- (4A) In subsection (4), “act in concert” has the meaning set out in section 117(1)(b).
- (5) If a resolution requires approval by a court as contemplated in terms of subsection (3)(a), the company must either –
- (a) within 10 business days after the vote, apply to the court for approval, and bear the costs of that application; or
 - (b) treat the resolution as a nullity.
- (6) On an application contemplated in subsection (3)(b), the court may grant leave only if it is satisfied that the applicant –
- (a) is acting in good faith;
 - (b) appears prepared and able to sustain the proceedings; and
 - (c) has alleged facts which, if proved, would support an order in terms of subsection (7).
- (7) On reviewing a resolution that is the subject of an application in terms of subsection (5)(a), or after granting leave in terms of subsection (6), the court may set aside the resolution only if –
- (a) the resolution is manifestly unfair to any class of holders of the company’s securities; or
 - (b) the vote was materially tainted by conflict of interest, inadequate disclosure, failure to comply with the Act, the Memorandum of Incorporation or any applicable rules of the company, or other significant and material procedural irregularity.
- (8) The holder of any voting rights in a company is entitled to seek relief in terms of section 164 if that person –
- (a) notified the company in advance of the intention to oppose a special resolution contemplated in this section; and
 - (b) was present at the meeting and voted against that special resolution.
- (9) If a transaction contemplated in this Part has been approved, any person to whom assets are, or an undertaking is, to be transferred, may apply to a court for an order to effect –
- (a) the transfer of the whole or any part of the undertaking, assets and liabilities of a company contemplated in that transaction;
 - (b) the allotment and appropriation of any shares or similar interests to be allotted or appropriated as a consequence of the transaction;
 - (c) the transfer of shares from one person to another;
 - (d) the dissolution, without winding-up, of a company, as contemplated in the transaction;
 - (e) incidental, consequential and supplemental matters that are necessary for the effectiveness and completion of the transaction; or
 - (f) any other relief that may be necessary or appropriate to give effect to, and properly implement, the amalgamation or merger.

SECTION 164: DISSENTING SHAREHOLDERS' APPRAISAL RIGHTS

- (1) This section does not apply in any circumstances relating to a transaction, agreement or offer pursuant to a business rescue plan that was approved by shareholders of a company, in terms of section 152.
- (2) If a company has given notice to shareholders of a meeting to consider adopting a resolution to –
 - (a) amend its Memorandum of Incorporation by altering the preferences, rights, limitations or other terms of any class of its shares in any manner materially adverse to the rights or interests of holders of that class of shares, as contemplated in section 37(8); or
 - (b) enter into a transaction contemplated in section 112, 113, or 114,that notice must include a statement informing shareholders of their rights under this section.
- (3) At any time before a resolution referred to in subsection (2) is to be voted on, a dissenting shareholder may give the company a written notice objecting to the resolution.
- (4) Within 10 business days after a company has adopted a resolution contemplated in this section, the company must send a notice that the resolution has been adopted to each shareholder who –
 - (a) gave the company a written notice of objection in terms of subsection (3); and
 - (b) has neither –
 - (i) withdrawn that notice; or
 - (ii) voted in support of the resolution.
- (5) A shareholder may demand that the company pay the shareholder the fair value for all of the shares of the company held by that person if –
 - (a) the shareholder –
 - (i) sent the company a notice of objection, subject to subsection (6); and
 - (ii) in the case of an amendment to the company's Memorandum of Incorporation, holds shares of a class that is materially and adversely affected by the amendment;
 - (b) the company has adopted the resolution contemplated in subsection (2); and
 - (c) the shareholder –
 - (i) voted against that resolution; and
 - (ii) has complied with all of the procedural requirements of this section.
- (6) The requirement of subsection (5)(a)(i) does not apply if the company failed to give notice of the meeting, or failed to include in that notice a statement of the shareholders rights under this section.
- (7) A shareholder who satisfies the requirements of subsection (5) may make a demand contemplated in that subsection by delivering a written notice to the company within –
 - (a) 20 business days after receiving a notice under subsection (4); or
 - (b) if the shareholder does not receive a notice under subsection (4), within 20 business days after learning that the resolution has been adopted.
- (8) A demand delivered in terms of subsections (5) to (7) must also be delivered to the Panel, and must state –
 - (a) the shareholder's name and address;
 - (b) the number and class of shares in respect of which the shareholder seeks payment; and
 - (c) a demand for payment of the fair value of those shares.

- (9) A shareholder who has sent a demand in terms of subsections (5) to (8) has no further rights in respect of those shares, other than to be paid their fair value, unless –
- (a) the shareholder withdraws that demand before the company makes an offer under subsection (11), or allows an offer made by the company to lapse, as contemplated in subsection (12)(b);
 - (b) the company fails to make an offer in accordance with subsection (11) and the shareholder withdraws the demand; or
 - (c) the company, by a subsequent special resolution, revokes the adopted resolution that gave rise to the shareholder's rights under this section.
- (10) If any of the events contemplated in subsection (9) occur, all of the shareholder's rights in respect of the shares are reinstated without interruption.
- (11) Within five business days after the later of –
- (a) the day on which the action approved by the resolution is effective;
 - (b) the last day for the receipt of demands in terms of subsection (7)(a); or
 - (c) the day the company received a demand as contemplated in subsection (7)(b), if applicable, the company must send to each shareholder who has sent such a demand a written offer to pay an amount considered by the company's directors to be the fair value of the relevant shares, subject to subsection (16), accompanied by a statement showing how that value was determined.
- (12) Every offer made under subsection (11) –
- (a) in respect of shares of the same class or series must be on the same terms; and
 - (b) lapses if it has not been accepted within 30 business days after it was made.
- (13) If a shareholder accepts an offer made under subsection (12) –
- (a) the shareholder must either in the case of –
 - (i) shares evidenced by certificates, tender the relevant share certificates to the company or the company's transfer agent; or
 - (ii) uncertificated shares, take the steps required in terms of section 53 to direct the transfer of those shares to the company or the company's transfer agent; and
 - (b) the company must pay that shareholder the agreed amount within 10 business days after the shareholder accepted the offer and –
 - (i) tendered the share certificates; or
 - (ii) directed the transfer to the company of uncertificated shares.
- (14) A shareholder who has made a demand in terms of subsections (5) to (8) may apply to a court to determine a fair value in respect of the shares that were the subject of that demand, and an order requiring the company to pay the shareholder the fair value so determined, if the company has –
- (a) failed to make an offer under subsection (11); or
 - (b) made an offer that the shareholder considers to be inadequate, and that offer has not lapsed.
- (15) On an application to the court under subsection (14) –
- (a) all dissenting shareholders who have not accepted an offer from the company as at the date of the application must be joined as parties and are bound by the decision of the court;
 - (b) the company must notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to participate in the court proceedings; and
 - (c) the court –
 - (i) may determine whether any other person is a dissenting shareholder who should be joined as a party;
 - (ii) must determine a fair value in respect of the shares of all dissenting shareholders, subject to subsection (16);

- (iii) in its discretion may –
 - (aa) appoint one or more appraisers to assist it in determining the fair value in respect of the shares; or
 - (bb) allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective, until the date of payment;
 - (iv) may make an appropriate order of costs, having regard to any offer made by the company, and the final determination of the fair value by the court; and
 - (v) must make an order requiring –
 - (aa) the dissenting shareholders to either withdraw their respective demands, or to comply with subsection (13)(a); and
 - (bb) the company to pay the fair value in respect of their shares to each dissenting shareholder who complies with subsection (13)(a), subject to any conditions the court considers necessary to ensure that the company fulfils its obligations under this section.
- (15A) At any time before the court has made an order contemplated in subsection (15)(c)(v), a dissenting shareholder may accept the offer made by the company in terms of subsection (11), in which case-
- (a) that shareholder must comply with the requirements of subsection 13(a); and
 - (b) the company must comply with the requirements of subsection 13(b);
- (16) The fair value in respect of any shares must be determined as at the date on which, and time immediately before, the company adopted the resolution that gave rise to a shareholder's rights under this section.
- (17) If there are reasonable grounds to believe that compliance by a company with subsection (13)(b), or with a court order in terms of subsection (15)(c)(v)(bb), would result in the company being unable to pay its debts as they fall due and payable for the ensuing 12 months –
- (a) the company may apply to a court for an order varying the company's obligations in terms of the relevant subsection; and
 - (b) the court may make an order that –
 - (i) is just and equitable, having regard to the financial circumstances of the company; and
 - (ii) ensures that the person to whom the company owes money in terms of this section is paid at the earliest possible date compatible with the company satisfying its other financial obligations as they fall due and payable.
- (18) If the resolution that gave rise to a shareholder's rights under this section authorised the company to amalgamate or merge with one or more other companies, such that the company whose shares are the subject of a demand in terms of this section has ceased to exist, the obligations of that company under this section are obligations of the successor to that company resulting from the amalgamation or merger.
- (19) For greater certainty, the making of a demand, tendering of shares and payment by a company to a shareholder in terms of this section do not constitute a distribution by the company, or an acquisition of its shares by the company within the meaning of section 48, and therefore are not subject to –
- (a) the provisions of that section; or
 - (b) the application by the company of the solvency and liquidity test set out in section 4.
- (20) Except to the extent-
- (a) expressly provided in this section; or
 - (b) that the Panel rules otherwise in a particular case,
- a payment by a company to a shareholder in terms of this section does not obligate any person to make a comparable offer under section 125 to any other person.

TRADING HISTORY OF INTERWASTE SHARES

The highest, lowest and closing price of shares of Interwaste on the JSE for each quarter commencing from 31 December 2016 to 30 September 2018 and the quarterly volume is as follows:

Quarter ended	High (cents)	Low (cents)	Close (cents)	Volume
September 2018	90	79	80	14,678,273
June 2018	86	78	83	16,150,319
March 2018	94	78	85	5,790,288
December 2017	99	77	94	15,491,135
September 2017	89	70	88	6,660,588
June 2017	101	75	78	16,713,058
March 2017	125	90	105	21,425,539
December 2016	110	85	110	14,330,749

Source: IRESS

The highest, lowest and closing price of shares of Interwaste on the JSE for the 12 months prior to the Last Practicable Date and aggregated monthly volume is as follows:

Month ended	High (cents)	Low (cents)	Close (cents)	Volume
October 2018	100	80	97	6,192,106
September 2018	90	80	80	8,232,389
August 2018	90	80	85	2,624,547
July 2018	86	79	83	3,821,337
June 2018	85	78	83	5,096,513
May 2018	85	82	83	7,464,482
April 2018	86	79	85	3,589,324
March 2018	86	78	85	1,846,791
February 2018	87	78	79	3,034,530
January 2018	94	78	81	908,967
December 2017	98	80	94	6,776,534
November 2017	96	77	85	5,492,047

Source: IRESS

The highest, lowest and closing price of shares of Interwaste on the JSE, for the last 30 Trading Days, for each day commencing from 4 October 2018 to 23 November 2018 (being the Last Practicable Date prior to the finalisation of this Circular) and the daily volume are as follows:

Day ended	High (cents)	Low (cents)	Close (cents)	Volume
23 November 2018	108	108	108	–
22 November 2018	108	102	108	96,445
21 November 2018	108	108	108	–
20 November 2018	109	102	108	667,489
19 November 2018	104	104	104	14,592
16 November 2018	109	109	109	3,500
15 November 2018	109	104	104	57,300
14 November 2018	109	95	95	752,620
13 November 2018	108	102	104	1,564,500
12 November 2018	111	110	111	661,712
09 November 2018	110	110	110	284,021
08 November 2018	112	112	112	4,000
07 November 2018	110	108	109	308,267
06 November 2018	110	107	109	272,786
05 November 2018	116	108	108	19,975,161
02 November 2018	97	97	97	370,121
01 November 2018	97	97	97	–
31 October 2018	97	95	97	22,000
30 October 2018	92	87	92	202,781
29 October 2018	95	95	95	5,000
26 October 2018	95	95	95	254,000
25 October 2018	90	90	90	944
24 October 2018	90	90	90	–
23 October 2018	100	90	90	13,160
22 October 2018	95	95	95	–
19 October 2018	95	90	95	1,093,260
18 October 2018	90	90	90	–
17 October 2018	90	90	90	26,200
16 October 2018	100	87	87	14,100
15 October 2018	95	95	95	11,000
12 October 2018	95	89	95	700,000
11 October 2018	88	88	88	100,000
10 October 2018	88	85	85	481,277
09 October 2018	91	87	88	526,318
08 October 2018	88	88	88	45,108
05 October 2018	88	88	88	4,892
04 October 2018	88	88	88	–

Source: IRESS

INTERWASTE

**HOLDINGS
LIMITED**

INTERWASTE HOLDINGS LIMITED

(Incorporated in the Republic of South Africa)

(Registration number 2006/037223/06)

Share code: IWE ISIN: ZAE000097903

("Interwaste" or the "Company")

NOTICE CONVENING THE SCHEME MEETING

This document is important and requires your immediate attention

All terms used in this notice of the Scheme Meeting shall, unless the context otherwise requires or they are otherwise defined herein, have the meanings attributed to them in the Circular to which this notice of Scheme Meeting is attached ("Notice").

Shareholders are reminded that:

- a Shareholder entitled to attend and vote at the Scheme Meeting is entitled to appoint one or more proxies to attend, speak and vote in its stead at the Scheme Meeting in the place of that Shareholder, and that Shareholders may (but are not obliged to) use the attached form of proxy in this regard;
- a proxy need not also be a Shareholder; and
- in terms of section 63(1) of the Companies Act, any person attending or participating in a meeting of Shareholders must present reasonably satisfactory identification to the Chairperson, and the Chairperson must be reasonably satisfied that the right of any person to participate in and vote (whether as Shareholder or as proxy for a Shareholder) has been reasonably verified.

If you are in any doubt as to what action you should take in respect of the Scheme Meeting and/or the following resolutions, please consult your CSDP, broker, banker, attorney, accountant or other professional adviser immediately.

A. NOTICE

Notice is hereby given to the shareholders of Interwaste recorded in the securities register of the Company on Friday, 30 November 2018 (being the record date for receiving this notice as determined by the board of directors of Interwaste (the Board)), that a general meeting of Shareholders (being the Scheme Meeting) will be held at the Hedgehog Room, CCJ Woodmead, Woodlands Drive, Woodmead, Sandton, 2191 on Wednesday, 9 January 2019 at 14h00, for the purpose of considering and if deemed fit, passing with or without modification, the resolutions set out below.

B. RECORD DATE

The Interwaste Board determined that, in accordance with the requirements of section 62(3)(a), read with section 59 of the Companies Act, the Scheme Voting Record Date, being the date on which Shareholders who are entitled to attend and vote at the Scheme Meeting will be determined, will be Friday, 4 January 2019. Accordingly, the last day to trade Interwaste Shares in order to be recorded in the Register to vote at the Scheme Meeting will be close of trade on Monday, 31 December 2018.

SPECIAL RESOLUTION 1:

Approval of the Interwaste Scheme

"Resolved as a special resolution that:

- (a) the entry into and implementation of the scheme of arrangement proposed by the Interwaste Board between Interwaste and its Shareholders in terms of section 114(1) of the Companies Act (as more fully described in paragraph 5 of the Circular to which this Notice is attached), and pursuant to which (if approved and subject to it becoming operative) *inter alia*:

- i. Séché SA will acquire for the Scheme Consideration all of the Interwaste Shares held by Shareholders (other than the Interwaste Shares held by Shareholders of Interwaste who exercise their appraisal rights in terms of section 164 of the Companies Act and who accept an offer made to them by the Company in terms of section 164(11) of the Companies Act or who, pursuant to an order of Court, tender their Interwaste Shares to the Company in terms of section 164(15)(c)(v) of the Companies Act) and the Treasury Shares held by Interwaste (other than Treasury Shares are at any time transferred to Interwaste LTIP Participants under or in respect of the Interwaste LTIP)) (such Shareholders being Interwaste Scheme Participants);
- ii. alternatively, if and to the extent so elected by the Interwaste Scheme Participants and subject to the Company meeting the Solvency and Liquidity Requirements, Interwaste purchasing from Interwaste Scheme Participants their Interwaste Shares for the Scheme Consideration and, in such instance, for each such Interwaste Share repurchased by Interwaste, Séché SA will subscribe for an Interwaste Share in an amount equal to the Scheme Consideration (such component of the Scheme being the Repurchase Alternative),

in each such case on and subject to the terms and conditions of the Scheme as set out the Circular, be and is hereby authorised and approved under the Companies Act (including, as applicable, pursuant to section 115(2)(a) thereof) and the Interwaste MOI;

- (b) without derogating from the authority conferred in sub-paragraph (a) of this Special Resolution 1, the entry into and implementation of the Repurchase Alternative is authorised and approved under the Companies Act (including, as applicable, pursuant to sections 114(8), 48(8)(a), 48(8)(b), 41(1) and/or 41(3) thereof) and the Interwaste MOI (including, without limitation, pursuant to clause 23.3.1 of the Interwaste MOI to the extent that any Interwaste Director or prescribed officer of Interwaste or any person related to an Interwaste Director or a prescribed officer of Interwaste participates in the Repurchase Alternative), including the issue to Séché SA of a matching number of Interwaste Shares as are, or are to be, purchased by Interwaste pursuant to the Repurchase Alternative at the applicable Scheme Consideration."

The quorum requirement for the special resolution to be adopted: at least three shareholders and sufficient persons being present to exercise, in aggregate, at least 25% of all voting rights that are entitled to be exercised on such special resolution.

The percentage of voting rights required for the special resolution to be adopted: at least 75% of the voting rights exercised on such special resolution. Treasury Shares held by Interwaste shall not be voted and, if voted, shall not be taken into account when determining whether the requisite voting approval has been obtained.

ORDINARY RESOLUTION 1:

Amendments to the Interwaste LTIP arising from the Scheme

"Resolved as an ordinary resolution that:

Subject to the passing of Special Resolution 1, the long term share option incentive scheme established and operated by Interwaste pursuant to an approval of the Shareholders on 8 June 2012, as amended, (being the Interwaste LTIP) is amended in the manner set out in Annexe 1 to the Notice with effect from the date of the passing of this Ordinary Resolution 1."

The quorum requirement for the ordinary resolution to be adopted: at least three shareholders and sufficient persons being present to exercise, in aggregate, at least 25% of all voting rights that are entitled to be exercised on such ordinary resolution.

The percentage of voting rights required for the ordinary resolution to be adopted: at least 75% of the voting rights exercised on such special resolution. Treasury Shares held by Interwaste and Interwaste Shares owned or controlled by existing participants under Interwaste LTIP shall not be voted and, if voted, shall not be taken into account when determining whether the requisite voting approval has been obtained.

C. WHO MAY ATTEND AND VOTE?

Attending in person or by proxy

If you hold Dematerialised Interwaste Shares which are registered in your own-name or if you are the registered holder of Certificated Shares:

- you may attend the Scheme Meeting in person; or
- alternatively, you may appoint a proxy to represent you at the Scheme Meeting by completing the attached form of proxy (*yellow*) in accordance with the instructions contained therein and returning it to the Transfer Secretaries, for administrative purposes only, to be received by not later than 14h00 on Monday, 7 January 2019. Alternatively, the form of proxy (*yellow*) may be handed to the Chairperson of the Scheme Meeting before the Scheme Meeting commences on Wednesday, 9 January 2019. A proxy need not be a shareholder of the Company.

The attached form of proxy (*yellow*) is only to be completed by those Shareholders who:

- hold Interwaste Shares in certificated form; or
- are recorded on the Uncertificated Securities Register in “own-name” dematerialised form.

If you hold Dematerialised Interwaste Shares which are not registered in your name:

- and wish to attend the Scheme Meeting, you must obtain the necessary letter of representation from your CSDP or broker to attend the Scheme Meeting in person or by proxy and vote;
- and do not wish to attend the Scheme Meeting but would like your vote to be recorded at the meeting, you should contact your CSDP or broker and furnish them with your voting instructions in terms of the relevant custody agreement entered into between you and your CSDP or broker; and
- you must not complete the attached form of proxy (*yellow*).

Electronic Participation

Shareholders or their proxies may participate in (but not vote at) the Scheme Meeting by way of a teleconference call. Interwaste will use reasonable endeavours to ensure that teleconference facilities will be made available for this purpose, which may then be accessed at the Shareholders' cost. In order to participate in this way, Shareholders:

- must deliver written notice to Interwaste at the offices of the Transfer Secretaries, being Computershare Investor Services Proprietary Limited, Rosebank Towners, 15 Biermann Avenue, Rosebank, 2196 (marked for the attention of The Proxy Team), by no later than 14h00 on the Trading Day after the last day to trade to be in the register of the Voting Record Date (which means that such written notice must be delivered on a date presently expected to be Wednesday, 2 January 2019);
- will be required to provide reasonably satisfactory identification; and
- will be billed separately by their own telephone service providers for their telephone call to participate in the Scheme Meeting,

provided that Shareholders and their proxies will not be able to vote telephonically at the Scheme Meeting and will still need to appoint a proxy to vote on their behalf at the Interwaste Scheme' Meeting should they wish to vote thereat.

Interwaste shall use its reasonable endeavours on or before 14h00 on the Voting Record Date (presently indicatively expected to be Friday, 4 January 2019) to notify each Shareholder who has requested electronic participation, at its respective contact address/number, of the relevant details as to how the Shareholder can participate via electronic communication.

Interwaste and Séché SA will not be liable for any loss, damage, penalty or claim arising in any way from electronic participation whether or not as a result of any act or omission on the part of Interwaste or Séché SA or anyone else.

Identification

In terms of section 63(1) of the Companies Act, any person attending or participating in a meeting of shareholders must present reasonably satisfactory identification and the person presiding at the meeting must be reasonably satisfied that the right of any person to participate in and vote (whether as shareholder or as proxy for a shareholder) has been reasonably verified. Accordingly, all Scheme Voting Shareholders will be required to provide reasonably satisfactory identification to the Chairperson of the Scheme Meeting in order to participate in and vote at the Scheme Meeting.

Voting

Only Shareholders registered in the Company's securities register on the Voting Record Date (presently indicatively expected to be Friday, 4 January 2019) will be entitled to attend the Scheme Meeting and to vote on the resolutions set out above. On a show of hands, every ordinary Shareholder who is present in person or represented by proxy at the Scheme Meeting, will have 1 (one) vote (irrespective of the number of ordinary Interwaste Shares held by such Shareholder), and, on a poll, every ordinary Shareholder will have 1 (one) vote for every ordinary Interwaste Share held or represented by such Shareholder. Whether voting takes place by a show of hands or on a poll will be at the discretion of the Chairman but a poll may be called for by (i) not less than five Shareholders (in person or by proxy) having the right to vote on that matter, or (ii) by a Shareholder or Shareholders entitled to vote at the Scheme Meeting and holding, in aggregate, not less than at least 10% of the issued ordinary Interwaste Shares.

D. APPRAISAL RIGHTS FOR DISSENTING SHAREHOLDERS

In accordance with section 164 of the Companies Act, at any time before the special resolution as set out in this notice convening the Scheme Meeting is voted on, a Shareholder may give the Company a written notice objecting to the special resolution.

Within 10 Business Days after the Company has adopted the special resolution, the Company must send a notice that the special resolution has been adopted to each Shareholder who:

- gave the Company a written notice of objection as contemplated above; and
- has neither withdrawn that notice nor voted in support of the special resolution.

A Shareholder may demand that the Company pay the Shareholder the fair value for all of the Shares of the Company held by that person if:

- the Shareholder has sent the Company a written notice of objection;
- the Company has adopted the special resolution; and
- the Shareholder voted against the special resolution and has complied with all of the procedural requirements of section 164 of the Companies Act.

The right to receive such fair value is subject to the provisions of the Companies Act, including section 164(9) of the Companies Act.

A copy of section 164 of the Companies Act is set out in Annexure 6 to the Circular to which this notice convening the Scheme Meeting is attached. Further detail regarding the process and consequences of a Shareholder exercising its Appraisal Rights are set out in paragraph 5.11 of the Circular.

By order of the Interwaste Board

Amanda Cynthia Fairley
Company Secretary

5 December 2018

Registered office

2 Brammer Street, Industries East
Germiston South
Gauteng
1400

Transfer Secretaries to Interwaste

Computershare Investor Services Proprietary Limited
Rosebank Towers
15 Biermann Avenue
Rosebank, 2196
(PO Box 61051, Marshalltown, 2107)

Amendments to the Interwaste LTIP

1. The insertion of a new clause numbered 11.3bis immediately after clause 11.3, as follows: *“Notwithstanding the foregoing clauses 11.1.3, 11.2 and 11.3, the Company may its sole and absolute discretion and in the event of a corporate action, or where the Company is taken over by another company or where a firm offer in respect of any such transaction has been publicly announced (“**Proposed Transaction**”), deal with the timing of the delivery to Participants of the relevant Shares which are the subject of an exercise of an Option and the settlement of the Option Strike Price and the payment of any income tax amount required to be paid to SARS by the Company pursuant thereto (“**Relevant Sums**”) in any manner it sees fit (such changes being the “**Revised Settlement Mechanics**”), including (without limitation) by providing for delivery of the relevant Shares to occur prior to payment of the Relevant Sums and for the setting off the Relevant Sums (or any portion thereof) against any amount payable to Participants (by virtue of them being shareholders of the Company) pursuant to the Proposed Transaction; provided that, in respect of a Participant who hold Options at the time this clause 11.3bis is adopted and forms part of the Scheme rules, any Revised Settlement Mechanics which affect the vested rights of such Participant/s shall only be effective and apply with the written consent of such Participant, failing which the existing provisions of clauses 11.1.3, 11.2 and 11.3 will apply to such Participant.”*
2. Clause 14.7.3 of the Scheme Document is amended by the deletion of the words “shall vest and be capable of exercise on the day immediately preceding the effective date of the transaction” which appear in the 4th and 5th line of clause 14.7.3 and the replacement thereof with the following: “shall vest and be capable of exercise on the day immediately preceding the effective date of the transaction or, by written consent of the Company, within such further period as it may consent to.”

INTERWASTE

**HOLDINGS
LIMITED**

INTERWASTE HOLDINGS LIMITED

(Incorporated in the Republic of South Africa)

(Registration number 2006/037223/06)

Share code: IWE ISIN: ZAE000097903

("Interwaste" or the "Company")

FORM OF PROXY

All terms used in this form of proxy shall, unless the context otherwise requires or they are otherwise defined herein, have the meaning attributed to them in the Circular to which this form of proxy is attached.

This form of proxy is for use **only** by shareholders that hold shares in certificated form (certificated shareholders) or shareholders who have dematerialised their shares (dematerialised shareholders) and are registered with "own-name" registration in the sub-register maintained by the Central Securities Depository Participant (CSDP), at the Scheme Meeting to be held at the Hedgehog Room, CCJ Woodmead, Woodlands Drive, Woodmead, Sandton, 2191 and via electronic communication on Wednesday, 9 January 2019 at 14h00.

Dematerialised shareholders holding shares other than with "own-name" registration, who wish to attend the Scheme Meeting must inform their CSDP or broker of their intention to attend the Scheme Meeting and request their CSDP or Broker to issue them with the necessary letter of representation and/or proxy form to attend the Scheme Meeting in person and vote. If they do not wish to attend, but wish to vote, they must provide their CSDP or broker with their voting instructions in terms of the relevant custody agreement entered into between them and the CSDP or Broker. **Such Shareholders must not use this form of proxy.**

Companies and other corporate bodies who are Shareholders having Interwaste Shares registered in their own names may, instead of completing this form of proxy, appoint a duly authorised representative to represent them and exercise all of their rights at the Scheme Meeting by giving written notice of the appointment of that representative.

Each Shareholder is entitled to appoint one or more proxies (who need not be a Shareholder of the Company) to attend, speak and vote in place of that Shareholder at the Scheme Meeting.

Please read the notes on the reverse hereof carefully, which, amongst other things, set out the rights of Shareholders in terms of section 58 of the Companies Act with regard to the appointment of proxies.

I/We _____ (full name/s in block letters)

of _____ (address)

being the holders of shares in the capital of Interwaste, and entitled to vote, do hereby appoint (see note):

1. _____ or failing him/her,

2. _____ or failing him/her,

3. the Chairman of Interwaste, or failing him, the Chairperson of the Scheme Meeting, as my/our proxy to represent and act for me/us at the Scheme Meeting for purposes of considering and, if deemed fit, passing, with or without modification, the resolutions to be proposed thereat and at each adjournment or postponement thereof; and to vote for and/or against the resolutions and/or abstain from voting in respect of the shares in the issued share capital of Interwaste registered in my/our name in accordance with the following instructions:

	For	Against	Abstain
Special resolution number 1 Approval of the Scheme and related transactions			
Ordinary resolution number 1 Amendments to the Interwaste LTIP arising from the Scheme			

Please indicate in the appropriate spaces provided above how you wish your vote to be cast. If no indication is given, the proxy will be entitled to vote or abstain as he/she deems fit.

For the purpose of resolutions now proposed in terms of the JSE Listings Requirements wherein any votes are to be excluded from that resolution, any proxy given by a holder of securities to the holder of such an excluded vote shall also be excluded from voting for the purposes of that resolution.

Signed at _____ on _____ 201

Signature _____

Assisted by me (where applicable) _____

Refer to the summary and notes overleaf.

Summary of Rights Contained in section 58 of the Companies Act

In terms of section 58 of the Companies Act:

- a Shareholder may, at any time and in accordance with the provisions of section 58 of the Companies Act, appoint any individual (including an individual who is not a Shareholder) as a proxy to participate in, and speak and vote at, a shareholders' meeting on behalf of such shareholder;
- a proxy may delegate his or her authority to act on behalf of a Shareholder to another person, subject to any restriction set out in the instrument appointing such proxy;
- irrespective of the form of instrument used to appoint a proxy, the appointment of a proxy is suspended at any time and to the extent that the relevant Shareholder chooses to act directly and in person in the exercise of any of such Shareholder's rights as a Shareholder;
- any appointment by a Shareholder of a proxy is revocable, unless the form of instrument used to appoint such proxy states otherwise;
- any appointment remains valid until the end of the Scheme Meeting (or any adjournment or postponement thereof), unless it is revoked in the manner contemplated herein;
- if an appointment of a proxy is revocable, a Shareholder may revoke the proxy appointment by: (i) cancelling it in writing, or making a later inconsistent appointment of a proxy and (ii) delivering a copy of the revocation instrument to the proxy and to the Company; and
- a proxy appointed by a Shareholder is entitled to exercise, or abstain from exercising, any voting right of such Shareholder without direction, except to the extent that or the instrument appointing the proxy, provides otherwise (see notes 4 and 5).

Notes to the form of proxy

1. Only Shareholders who are registered in the Register, or in the sub-Register of the Company under their "own name", on the relevant record date for the Scheme Meeting may complete a proxy or alternatively attend the Scheme Meeting.
2. Beneficial owners who are not the registered holder and who wish to attend the Scheme Meeting in person may do so by requesting the registered holder (being the their CSDP or Broker) to issue them with a letter of representation or proxy in terms of the custody agreements entered into with the registered holder. Beneficial owners who are not the registered holder who do not wish to attend, but wish to vote, at the Scheme Meeting must provide their CSDP or Broker with their voting instructions in terms of the relevant custody agreement entered into between them and the CSDP or Broker.
3. A Shareholder may insert the name of a proxy or the names of two alternative proxies of his/her/its choice in the space/s provided, with or without deleting "*Chairman of Interwaste, or failing him, the Chairperson of the Scheme Meeting*", but any such deletion or insertion must be initialled by the Shareholder. Any insertion or deletion not complying with the foregoing will be declared not to have been validly effected. The person whose name stands first on the proxy form and who is present at the Scheme Meeting will be entitled to act as proxy to the exclusion of those whose names follow. In the event that no names are indicated, the proxy shall be exercised by the Chairman of Interwaste, or failing him, the Chairperson of the Scheme Meeting.
4. A Shareholder's instructions to the proxy must be indicated by the insertion of an "X" or the relevant number of votes exercisable by that Shareholder in the appropriate box provided. An "X" in the appropriate box indicates the maximum number of votes exercisable by that Shareholder. Failure to comply with the above will be deemed to authorise the proxy to vote or to abstain from voting at the Scheme Meeting as he/she deems fit in respect of the entire Shareholder's votes exercisable thereat. A shareholder or his/her proxy is not obliged to use all the votes exercisable by the Shareholder or by his/her/its proxy, but the total of the votes cast and in respect of which abstention is recorded, may not exceed the maximum number of votes exercisable by the Shareholder or by his/her proxy.
5. The proxy shall (unless this sentence is struck out and countersigned) have the authority to vote, as he/she deems fit, on any other resolution which may validly be proposed at the Scheme Meeting, including in respect of any proposed amendment to the above resolutions. If the foregoing sentence is struck out, the proxy shall be deemed to be instructed to vote against any such proposed additional resolution and/or proposed amendment to an existing resolution as proposed in the notice to which this form is attached unless such additional resolutions and/or proposed amendment is supported by the Interwaste Board, in which event the proxy may vote as he/she thinks fit. If, however, the Shareholder has provided separate written instructions which accompany this form of proxy and which indicate how the proxy should vote or abstain from voting in any of the circumstances referred to above, then the proxy shall comply with those instructions.
6. To be effective, completed proxy forms and letter of authority, if any, under which they signed, and/or letter or representation, must be lodged at the Transfer Secretaries at the address, fax number or email address stipulated below, or the registered office of the Company or lodged with the Chairperson of the Scheme Meeting prior to the time appointed for the holding of the Scheme Meeting (or adjournment or postponement thereof, as applicable).
7. The completion and lodging of this proxy form will not preclude the relevant Shareholder from attending the Scheme Meeting and speaking and voting in person thereat instead of any proxy appointed in terms hereof.
8. The chairperson of the Scheme Meeting may reject or accept any proxy form which is completed and/or received other than in compliance with these notes.
9. Any alteration to this proxy form, other than a deletion of alternatives, must be initialled by the signatory.
10. Documentary evidence establishing the authority of a person signing this proxy form in a representative or other legal capacity must be attached to this proxy form, unless previously recorded by the Company or waived by the chairperson of the Scheme Meeting.
11. Where there are joint holders of shares:
 - 11.1 any one holder may sign the proxy form; and
 - 11.2 the vote of the senior shareholder (for which purpose seniority will be determined by the order in which the names of the shareholders appear in the Register) who tenders a vote (whether in person or by proxy) will be accepted to the exclusion of the vote(s) of the other joint shareholders.
12. A minor must be assisted by his/her parent or legal guardian, unless the relevant documents establishing his/her legal capacity are produced or have been registered by the Transfer Secretaries.
13. A proxy may not delegate his/her authority to act on behalf of the Shareholder, to another person.
14. A vote given in accordance with the terms of this proxy form shall be valid notwithstanding the death or mental disorder 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, mental disorder, revocation or transfer as aforesaid shall have been received by the Company at its registered address or at the Transfer Secretaries at the address stipulated below before the commencement of the Scheme Meeting or adjourned Scheme Meeting at which the proxy is used.
15. Any appointment of a proxy in terms hereof is revocable unless expressly stated otherwise, and may be revoked by cancelling it in writing, or making a later inconsistent appointment of a proxy, and delivering a copy of the revocation instrument to the proxy, and to the Company at its registered address or at the Transfer Secretaries at the address stipulated below. The appointment shall be suspended at any time and to the extent that the shareholder entitled to vote chooses to act directly and in person in the exercise of any rights as a shareholder entitled to vote at the Scheme Meeting.
16. The address for the lodgement of forms of proxy lodged with the Transfer Secretaries, being **Computershare Investor Services Proprietary Limited**, is as follows:

Hand deliveries to:

Computershare Investor Services Proprietary Limited
Rosebank Towers, 15 Biermann Avenue, Rosebank, 2196

Postal deliveries to:

Computershare Investor Services Proprietary Limited
PO Box 61051, Marshalltown, 2107

to be received prior to the time appointed for the holding of the Scheme Meeting (or adjournment or postponement thereof, as applicable).

INTERWASTE

**HOLDINGS
LIMITED**

INTERWASTE HOLDINGS LIMITED

(Incorporated in the Republic of South Africa)

(Registration number 2006/037223/06)

Share code: IWE ISIN: ZAE000097903

("Interwaste" or the "Company")

FORM OF ELECTION, SURRENDER AND TRANSFER IN RESPECT OF THE INTERWASTE SCHEME ("FORM")

Important notes concerning this Form:

- This Form is only for use in respect of the scheme of arrangement proposed by the Interwaste Board between Interwaste and its Shareholders (the "Scheme") in accordance with the requirements of section 114(1) of the Companies Act, 71 of 2008, as amended ("Companies Act").
- Full details of the Scheme are contained in the Circular to Shareholders of Interwaste, dated Wednesday, 5 December 2018 ("Circular"), to which this Form is attached and forms part. Accordingly, all terms used in this Form shall, unless the context otherwise requires or they are otherwise defined herein, have the meanings attributed to them in the Circular.
- Interwaste Scheme Participants may elect the Repurchase Alternative. Interwaste Scheme Participants who do not make an election will be deemed not to have elected the Repurchase Alternative.
- **This Form is attached to the Circular for the convenience of Certificated Shareholders who may wish to surrender their Documents of Title prior to the date of the Scheme Meeting to be held at 14h00 on Wednesday, 9 January 2019, or thereafter.**

HOLDERS OF DEMATERIALISED INTERWASTE SHARES MUST NOT COMPLETE THIS FORM.

INSTRUCTIONS:

1. The surrender of Documents of Title is for use only by Interwaste Scheme Participants who are Certificated Shareholders.
2. A separate Form is required for each Interwaste Scheme Participant holding Certificated Shares.
3. Part A must be completed by all Interwaste Scheme Participants who return this Form.
4. Part B must be completed by Interwaste Scheme Participants wishing to receive payment of the Scheme Cash Consideration by means of EFT.
5. Part C must be completed by all Interwaste Scheme Participants who are emigrants from South Africa, the Republic of Namibia and the Kingdoms of Lesotho and Swaziland (collectively "the Common Monetary Area").
6. Part D must be completed by Interwaste Scheme Participants who are emigrants from the Common Monetary Area and non-residents of the Common Monetary Area.
7. Part E is to be completed ONLY by Shareholders who specifically wish to elect the Repurchase Alternative in respect of all or some of their Interwaste Shares. You do NOT need to make this election in order to participate in the Scheme and receive the Scheme Consideration. If Part E is left blank, or the words "nil" are inserted, all of your Interwaste Shares will be acquired by Séché SA under the Scheme and you will be entitled to the Scheme Consideration in respect of such acquisition.
8. If this Form is returned with the relevant Documents of Title to Interwaste Shares, it will be treated as a conditional surrender which is made subject to the Scheme becoming operative. In the event of the Scheme not becoming operative for any reason whatsoever, Computershare Investor Services Proprietary Limited will, by no later than five Business Days after the date upon which it becomes known that the Scheme will not be operative, return the Documents of Title to the Shareholders concerned, by registered post, at the risk of such Shareholders.
9. Persons who have acquired Shares in Interwaste after the date of the issue of the Circular to which this Form is attached, may obtain copies of the Form and the Circular from the Company at 2 Brammer Street, Industries East, Germiston South, Gauteng, 1400.
10. The Scheme Consideration will not be paid or posted to Interwaste Scheme Participants holding Certificated Shares unless and until Documents of Title in respect of the relevant Scheme Shares have been surrendered to Computershare Investor Services Proprietary Limited.

To: Computershare Investor Services Proprietary Limited
Rosebank Towers
15 Biermann Avenue
Rosebank
2196
(PO Box 61051, Marshalltown, 2107)

Dear Sirs

PART A: To be completed by ALL Interwaste Scheme Participants who return this Form.

I/We, the undersigned Interwaste Scheme Participant, hereby surrender the Interwaste share certificate/s and/or other Documents of Title attached hereto, representing ordinary shares, registered in the name of the person mentioned below and authorise the Transfer Secretaries, conditional upon the Scheme becoming operative, to register the transfer of these Interwaste Shares into the name of Séché SA or its nominee(s) or, if and to the extent that the Repurchase Alternative applies, transfer thereof to Interwaste (and consequent cancellation thereof):

Name of Shareholder	Certificate number(s)	Number of Interwaste Shares covered by each certificate(s) enclosed
Total		

Surname or Name of corporate body:
First name(s) in full
Title (Mr, Mrs, Miss, Ms, etc)
Address to which the Scheme Consideration should be sent (if different from registered address)
Postal code

Note:

Signature of Shareholders	Name and address of agent lodging this Form (if any)
Assisted by me (if applicable)	
(State full name and capacity)	
Date	
Telephone number (Home) ()	
Telephone number (Work) ()	
Cellphone number	

PART B: Bank account details of Shareholders

To be completed in BLOCK CAPITALS by Shareholders wishing to receive payment of the Scheme Consideration by means of the electronic transfer of funds.

In terms of FICA, Computershare Investor Services Proprietary Limited will only be able to record the banking details if the following documents are submitted together with this Form:

- (a) a certified true copy of ID document; and
- (b) a certified true copy of bank statement.

I/We, being a holder/s of Interwaste Shares hereby request that the Scheme Consideration, be electronically deposited into my/our bank account, the details of which are as follows:

Name of account holder (no third party accounts):	
Bank name:	
Branch name:	
Branch code:	
Account number:	
Signature of Shareholder:	
Assisted by me (if applicable)	
State full name and capacity)	
Date:	
Telephone number (Home):	()
Telephone number (Work):	()
Cellphone number:	()

PART C: To be completed by emigrants of the Common Monetary Area.

Nominated authorised dealer in the case of an Interwaste Scheme Participant who is an emigrant from the Common Monetary Area (see note 3 below). **NB: PART A must also be completed.**

Name of dealer	Account number
Address	

PART D: To be completed in BLOCK CAPITALS by Shareholders who are emigrants from the Common Monetary Area (“emigrants”) and non-residents of the Common Monetary Area (see notes 3 and 4 below).

The Scheme Consideration will be forwarded to the authorised dealer in foreign exchange in South Africa controlling the emigrant's remaining assets in terms of the Exchange Control Regulations as nominated below for its control and credited to the emigrant's capital account. Accordingly, Shareholder emigrants must provide the following information:

Name of authorised dealer:
Account number:
Address:
Signature of authorised dealer:

If emigrants make no nomination above, the Company Secretary will hold the consideration in trust for the benefit of the emigrants concerned until lawfully claimed by such Interwaste Scheme Participant for a maximum period of five years, after which such funds shall be made over to the Guardian's Fund.

Non-residents must complete Part C if they wish the Scheme Consideration to be paid to an authorised dealer in South Africa.

PART E: To be completed ONLY by Interwaste Scheme Participants who wish to elect the Repurchase Alternative in respect of all or some of their Interwaste Shares.

You do NOT need to make this election in order to participate in the Scheme and receive the Scheme Consideration. If this Part E is left blank, or the words “nil” are inserted, all of your Interwaste Shares will be acquired by Séché SA under the Scheme and you will be entitled to the Scheme Consideration in respect of such acquisition.

I/We, the undersigned Interwaste Scheme Participant, hereby:

	Number of Interwaste Shares
Elect the Repurchase Alternative in respect of	

Notes and instructions:

1. Applications under this Form are irrevocable and may not be withdrawn once submitted.
2. Interwaste Scheme Participants should consult their professional advisers in case of doubt as to the correct completion of this Form.
3. Emigrants from the Common Monetary Area must complete Part B and Part C.
4. All other non-residents of the Common Monetary Area must complete Part D if they wish the Scheme Consideration to be paid to an authorised dealer in South Africa.
5. If Part B is not properly completed by emigrants, the Scheme Consideration will be held in trust by the Company Secretary pending receipt of the necessary nomination or instruction. No interest will be paid on the amount so held in trust.
6. No receipts will be issued for documents 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.
7. Persons who are emigrants from the Common Monetary Area should nominate the authorised dealer in foreign exchange in South Africa which has control of their remaining assets in Part B of this Form. Failing such nomination, the Scheme Consideration due to such Interwaste Scheme Participants in accordance with the provisions of the Scheme will be held by Interwaste, pending instructions from the Interwaste Scheme Participants concerned.
8. Any alteration to this Form must be signed in full and not initialled.
9. If this Form is signed under a power of attorney, then such power of attorney, or a notarially certified copy thereof, must be sent with this Form for noting (unless it has already been noted by Interwaste or the Transfer Secretaries). This does not apply in the event of this Form bearing a JSE broker's stamp.
10. Where the Interwaste Scheme Participant is a company or a close corporation, unless it has already been registered with Interwaste or the Transfer Secretaries, a certified copy of the directors' or members' resolution authorising the signing of this Form must be submitted if so requested by Interwaste.
11. If this Form is not signed by the Interwaste Scheme Participant, the Interwaste Scheme Participant will be deemed to have irrevocably appointed the Transfer Secretaries to implement the Interwaste Scheme Participant's obligations under the Scheme on his or her behalf.
12. Where there are any joint holders of any Scheme Shares, only that holder whose name stands first in the Register in respect of such Shares need sign this Form.
13. A minor must be assisted by his or her parent or guardian, unless the relevant documents establishing his or her legal capacity are produced or have been registered by the Transfer Secretaries.
14. Should you surrender your Documents of Title in anticipation of the Scheme becoming operative and the Scheme then does not become operative, the Transfer Secretaries shall, within five Business Days of either the date upon which it becomes known that the Scheme will not be implemented or on receipt by the Transfer Secretaries of the relevant Documents of Title, whichever is the later, return the Documents of Title to you by post at your risk.

