

OCEANA GROUP LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 1939/001730/06)
JSE share code: OCE
NSX share code: OCG
ISIN: ZAE000025284
("Oceana" or "the Company" or "the Group")

**ANNOUNCEMENT RELATING TO AN AGREEMENT WITH A RELATED PARTY OF OCEANA
AND WITHDRAWAL OF CAUTIONARY ANNOUNCEMENT**

1. Introduction

Shareholders of Oceana ("Shareholders") are referred to the cautionary announcement released on the Stock Exchange News Service ("SENS") of the JSE Limited ("JSE") on 13 February 2018 in terms of which Shareholders were advised that Mr Francois Kuttel, the former Chief Executive Officer of Oceana, had expressed an interest to acquire a 75% interest in Westbank Fishing LLC, ("Westbank") from Westbank Fishing Partners LLC, ("Westbank Partners").

This follows the notification by Westbank Partners to Daybrook Fisheries Inc. (a subsidiary of Oceana) ("Daybrook Fisheries") during November 2016, of the exercise of its put option ("the Put Option") over its 75% interest in Westbank ("the Westbank Interest"). Neither Oceana nor any of its local or foreign subsidiaries are able to acquire the Westbank Interest, due to the U.S. American Fisheries Act ("AFA") qualifying requirements. The AFA requires that qualifying fishing vessels in the U.S. be owned and controlled by U.S. citizens, among other things.

Shareholders are hereby advised that Daybrook Fisheries has reached an agreement with Makimry Patronus LLC ("Makimry"), a U.S. company majority owned and controlled by Mr. Kuttel, to assign to Makimry the right and obligation of Daybrook Fisheries to acquire the Westbank Interest from Westbank Partners ("the Proposed Arrangement" or "the Agreement").

The Proposed Arrangement is subject to:

- the amendment of the agreement governing the relationship of the Westbank members and concerning the management of Westbank's operations, which includes the replacement of the warrant issued by Westbank to Daybrook Fisheries ("the Operating Agreement");
- the amendment of the agreement between Daybrook Fisheries and Westbank under which Westbank sells and Daybrook Fisheries takes, purchases and pays for 100% of the Gulf Menhaden harvested by Westbank in each fishing season for an initial term of 30 years (subject to two renewal terms of 10 years each) ("Fish Supply Agreement"); and
- the employment of Mr. Kuttel by Westbank.

The acquisition of the Westbank Interest will be funded principally by a loan from Westbank with the balance by way of an investment in Makimry by Mr. Kuttel. The Westbank loan will be underpinned by a loan from an independent U.S. financial institution(s) ("External Funder") to Westbank.

The Proposed Arrangement, and, in particular, the proposed changes to the Operating Agreement and Fish Supply Agreement, is deemed to be an agreement with a related party of Oceana in terms of Section 10.1(a) of the Listings Requirements of the JSE, and accordingly, approval by Shareholders is required. Oceana has, however, received dispensation from the JSE for the requirement to obtain a fairness opinion in terms of section 10 of the Listings Requirements.

2. Overview of Westbank

2.2.1 Incorporation and history

Westbank was incorporated with the Louisiana Secretary of State effective 16 December 1991, as a wholly-owned subsidiary of Daybrook Fisheries. Westbank Corporation was converted into a Louisiana limited liability company, Westbank Fishing LLC, at the time of Oceana acquiring Daybrook in July 2015.

Strategically located in Empire, Louisiana, about 60 miles south of New Orleans, near the mouth of the Mississippi River, Westbank is in close proximity to the abundant Gulf Menhaden resource (one of the largest fisheries in the U.S.).

2.2.2 Nature of Business

Westbank operates a fleet of eleven refrigerated tender vessels of ~170ft. in length and built to carry 500 MT of harvested fish in two refrigerated holds. Each vessel carries two 40ft. purse boats, which harvest Gulf Menhaden through a fishing process referred to as “purse seining”. Each vessel has a fishery endorsement which grants such vessel the right to fish for Menhaden in the Gulf of Mexico. Applicable federal law requires that at least 75% of the equity interests in Westbank be owned by U.S. citizens.

The raw material is unloaded from the fishing vessels directly to Daybrook Fisheries, which has the largest Gulf Menhaden processing plant in the U.S., where it is processed into high-value fishmeal, a high protein feed ingredient, and fish oil, which is sold for aquaculture and animal feeds and also for further refining into dietary supplements.

Westbank also owns and operates thirteen Cessna spotter airplanes to assist the fishing fleet in locating schools of Gulf Menhaden. Westbank maintains the aircraft and operates a full aviation repair maintenance facility at Stennis Airport in Mississippi. The fishing industry relies on spotter planes to assist the captains in locating the fish.

2.2.3 Product

Gulf Menhaden are migratory plankton surface-feeders that swim in large schools during the fishing season in the Gulf of Mexico, which extends from mid-April to November.

Typically, Westbank’s vessels are responsible for 35% to 40% of the annual U.S. Gulf Menhaden catch.

3. Rationale for the Proposed Arrangement

In November 2016, Westbank Partners notified Daybrook Fisheries of the exercise of its Put Option over the Westbank Interest, which was subsequently disclosed in Oceana’s 2016 Annual Financial Statements as a subsequent event as well as in its 2017 Annual Financial Statements.

As a result of neither Oceana nor any of its local or foreign subsidiaries being able to acquire the Westbank Interest, due to the AFA U.S. citizen ownership requirements, the board of directors of Oceana (“the Board”) embarked on a bidding process to identify an appropriate U.S. citizen who could acquire the Westbank Interest.

The Board considered it prudent to form an independent sub-committee comprising only of non-executive directors, with a mandate to seek and evaluate offers for the Westbank Interest (“the Independent Committee”). The Standard Bank of South Africa Limited was appointed to manage the process for the Board and, in addition, provide advice and guidance to the Independent Committee.

Prior to this process, Mr. Kuttel indicated that he would be interested in acquiring the Westbank Interest. Mr. Kuttel is a U.S. citizen and, prior to his tenure at Oceana, he operated and managed a fleet of vessels for five years in an Alaskan fishing venture.

The Independent Committee considered it important that a robust and transparent process was followed in which proper and careful consideration was given to all the bids received. Stringent governance measures were put in place given that Mr. Kuttel was a director of Oceana and accordingly deemed a related party in terms of the Listings Requirements of the JSE.

The key evaluation criteria applied by the Independent Committee were U.S. citizenship, commercial attractiveness of a transaction, longevity of the new structure, ability to drive innovation and the bidders' expertise in and knowledge of the industry.

After thorough deliberation the Independent Committee identified Mr. Kuttel's proposal as being the most attractive to Oceana and Daybrook Fisheries.

4. Principal Terms and Conditions of the Proposed Arrangement

4.1 Overview

The Proposed Arrangement concerns the assignment by Daybrook Fisheries, and the assumption and performance by Makimry, of Daybrook Fisheries' obligation to acquire the Westbank Interest from Westbank Partners.

The Proposed Arrangement is subject to a number of amendments being made to the Fish Supply Agreement and Operating Agreement, including the replacement of the warrant issued by Westbank to Daybrook Fisheries pursuant to the Operating Agreement ("the Westbank Agreements").

4.2 Amendments to the Westbank Agreements

4.2.1 Fish Supply Agreement

The catch fee under the Fish Supply Agreement will be increased by 2.46% against the 2017 catch fee and a catch fee adjustment mechanism will be introduced. The changes are required to take into account the expected longevity of the new shareholding structure and potential increases or decreases to the actual input costs of the operation over time (such as fuel, labour and insurance rates for vessels and aircraft) that may not correlate to the applicable consumer price index in the U.S.. The catch fee may also be increased to ensure Westbank can meet loan covenants to the External Funder, however, such increases will be recouped by Daybrook Fisheries by reducing the catch fee in subsequent years.

4.2.2 Operating Agreement

Westbank's excess cash will be retained in a distribution account and utilised and/or distributed in line with loan covenants given by Westbank to an External Funder funding the transaction.

The mechanism currently in place which provides for a true-up distribution equivalent to 10% of the combined EBITDA of Daybrook Fisheries and Westbank will be replaced by a market-related incentive bonus payable by Daybrook Fisheries to Makimry based on the volume of fish landed by Westbank. The bonus in any given year will be adjusted downwards by a factor if the actual production yield achieved is below the targeted production yield.

The following exit mechanisms will apply to the Westbank interest holders:

- **Drag along & Tag along rights:** Daybrook Fisheries can require Makimry to sell the Westbank Interest to a third party who wishes to acquire control

of Daybrook Fisheries and Westbank; and if Daybrook Fisheries wishes to sell its 25% interest in Westbank to a qualified U.S. citizen capable of acquiring the 75% Westbank Interest under the AFA, Makimry will be entitled to dispose of its 75% Westbank Interest on the same terms and conditions.

- **Daybrook Fisheries Warrant:** the warrant entitling Daybrook Fisheries (or its U.S. citizen nominee) to purchase 2,000 units of membership interest in Westbank for USD 0.01 per membership interest unit, would be replaced by the terms of a new warrant exercisable by Daybrook Fisheries in the period up until 31 December 2045 (or the later date of expiry of the Fish Supply Agreement, as extended), upon (i) Kuttel's death or disability (and subject to the exercise of the put option by Makimry – see below), (ii) a finding in Westbank that Daybrook Fisheries or its appointed managers have been treated in an illegal, oppressive, or fraudulent manner; or (iii) a finding that the Westbank managers or members appointed by Makimry have breached their fiduciary duties to Westbank, and have not cured the breach (if applicable).
- **Makimry Put Option:** Makimry having a put option to require Daybrook Fisheries (or its U.S. citizen nominee) to purchase all, but not less than all, of the Westbank Interest upon the occurrence of (i) the above warrant being exercised by Daybrook Fisheries; (ii) Kuttel's death or disability; (iii) Oceana ceasing to beneficially own a majority of the capital, profits or voting rights in Daybrook Fisheries; or (iv) a finding of a deadlock in Westbank after Daybrook Fisheries appointed members or managers repeatedly block certain corporate actions which require a 76% supermajority vote, and in so doing cause the reputation, business, a business opportunity, or any business relationship of Westbank to be materially injured or lost.
- **Condition to closing of Put Option and Warrant:** any acquisition or payment by Daybrook Fisheries under the above put option or warrant is conditional on any approvals required under the Listings Requirements for such acquisition or payment first being obtained, including for a related party or categorised transaction as required of Oceana by the Listings Requirements. In the event that any such approval is not obtained, Makimry will be entitled to dispose of the Westbank Interest on an arm's length basis to a third party of its choice who is a qualifying U.S. citizen under the AFA and does not compete with Daybrook Fisheries.
- **Voluntary disposal:** Makimry has the right to dispose of the Westbank Interest to a bona fide, independent third party who (i) is a qualified American citizen under the AFA, (ii) does not compete with Daybrook Fisheries, and (iii) satisfies the expertise, competency and financial strength requirements of the Operating Agreement ("Independent Third Party Qualifications") provided that if Daybrook Fisheries objects on the grounds that such person does not meet the Independent Third Party Qualifications it will be required to acquire Makimry's membership interest on the same terms, conditions and consideration set forth in the transfer proposal put forward by Makimry no later than 12 months following its objection, such objection to be given within 60 days of receipt of the transfer notice.

4.3 Purchase Consideration and Proposed Funding

The purchase price for the Westbank Interest is USD 31.5 million (ZAR 378.0 million) on a cash free and debt free basis payable in cash on or about 15 April 2018.

An External Funder will lend USD 30.7 million (ZAR 368.0 million) to Westbank ("Bank Loan"), which Bank Loan proceeds will in turn be on-lent by Westbank to Makimry

("Westbank Loan"). The interest rate payable on the Westbank Loan by Makimry will equal the interest rate payable under the Bank Loan. Mr. Kuttel has undertaken to contribute an amount of USD 0.8 million (ZAR 10 million) to Makimry to finance the acquisition of the Westbank Interest.

Westbank's post-tax distribution cash flow will be utilised to settle the Bank Loan instalments and until the Bank Loan and the Westbank Loan are paid in full, Westbank will declare distributions payable to its members in an amount at least equivalent to the instalments under the Bank Loan. Annual member distributions declared to Makimry will be set-off by Westbank against the Westbank Loan. Daybrook Fisheries' member distributions will accrue in the books of Westbank but not be paid until the Bank Loan is repaid, unless there is sufficient cash flow available to do so.

The repayment of the Bank Loan will be secured by a first-priority lien (security interest, pledge or mortgage, as applicable) over:

- all the assets of Westbank, including vessels and airplanes;
- the Westbank Interest; and
- 100% of the membership interest in Makimry.

Repayment of the Westbank Loan would be secured by a second-priority lien (security interest and pledge) over the Westbank Interest. As the Westbank Loan is repaid, a corresponding percentage of the Westbank Interest will be released from such lien.

The existing mortgage over Westbank's vessels in favour of Daybrook Fisheries will be subordinated in favour of the External Funder but the foreclosure of the mortgage will be subject to a call option entitling Oceana U.S. Holdings Corporation to designate a qualifying U.S. citizen to acquire the assets.

**Unless otherwise noted, all USD figures have been converted at the ZAR/USD exchange rate of 12.00. Capitalised terms used in this section have the same meaning as ascribed in the body of this announcement.*

4.4 **Conditions Precedent**

The Proposed Arrangement will be subject to customary closing conditions, including, but not limited to, the following material conditions:

- Oceana Shareholders approving the Proposed Arrangement;
- all required regulatory consents, approvals and/or exemptions required for the Proposed Arrangement, and the continued operation of the business of Westbank in line with past practice, being obtained, including without limitation the approvals and/or exemptions (as applicable) of United States Maritime Administration, the United States Citizenship and Immigration Services and the JSE, and such approvals and/or exemptions are not withdrawn, cancelled or revoked;
- the execution, reinstatement and issue, as applicable, of the Fish Supply Agreement, Operating Agreement and the replacement warrant;
- Mr. Kuttel's employment by Westbank;
- finalisation and completion of the funding agreements in respect of the Bank Loan and Westbank Loan, including without limitation an intercreditor agreement and other loan agreements between the External Funder, Daybrook Fisheries, Westbank and/or Makimry; and
- no legal or governmental restraint or action impeding the completion of the Proposed Arrangement.

5. Pro Forma Financial Effects

The table below sets out the summarised *pro forma* financial effects of the Proposed Arrangement.

This is based on Oceana's audited results for the twelve months ended 30 September 2017, released on SENS on 16 November 2017.

The summarised *pro forma* financial effects have been prepared to assist Oceana Shareholders in assessing the impact of the Proposed Arrangement on the Company's earnings per share ("EPS"), diluted EPS, headline EPS ("HEPS"), diluted HEPS, net asset value per share ("NAV") and tangible NAV ("TNAV").

The summarised *pro forma* financial effects have been prepared in a manner consistent in all respects with IFRS, the accounting policies adopted by Oceana as at 30 September 2017, and the Revised SAICA Guide on Pro Forma Financial Information and the Listings Requirements of the JSE.

The Oceana Board is responsible for the compilation, contents, accuracy and presentation of the summarised *pro forma* financial effects, and for the financial information from which it has been prepared.

The summarised *pro forma* financial effects have been prepared for illustrative purposes only, and, because of their nature, will not fairly present Oceana's financial position, changes in equity, results of operations or cash flows in subsequent periods.

	Adjusted before the Proposed Arrangement (Note 1)	Pro forma after the Proposed Arrangement (Note 2)	% Change [#]
EPS (cents)	418.1	403.7	(3.4%)
Diluted EPS (cents)	381.8	368.8	(3.4%)
HEPS (cents)	408.7	394.3	(3.5%)
Diluted HEPS (cents)	373.2	360.2	(3.5%)
NAV (cents)	3 137.8	3 129.7	(0.3%)
TNAV	(660.7)	(668.8)	(1.2%)
Number of shares in issue (millions)	116.8	116.8	-
Weighted average number of shares used in the calculation of basic EPS and basic HEPS (millions)	116.7	116.7	-
Weighted average number of shares used in the calculation of diluted EPS and diluted HEPS (millions)	127.8	127.8	-

Percentage change is with reference to the "Adjusted before the Proposed Arrangement" column

Notes

- The "Adjusted before the Proposed Arrangement" financial information has been extracted from Oceana's financial statements for the period ended 30 September 2017, on which an auditor's report was issued on 16 November 2017 and released on SENS on 16 November 2017, and has been adjusted for the effects of Mr. Kuttel's resignation from Oceana.
 - As a result of Mr. Kuttel's resignation with immediate effect, he has forfeited all share options that had not vested at that date. For the purposes of the pro-forma statement of comprehensive income, and in relation to Mr. Kuttel's options only, a reversal of the net IFRS 2 charge recognised in the 2017 financial year of ZAR2.2m as well as the release of the equity reserve and liability relating to any unvested equity and cash-settled options of ZAR25.9m, respectively, as at 1 October 2016, equivalent to a total of ZAR28.1m has been recognised. Due to Mr. Kuttel's resignation with immediate effect, the Oceana remuneration committee has approved a payment to Mr. Kuttel of ZAR876k in lieu of not having served his contractual 3-month notice period. The net effect of the IFRS 2 release together with the additional payment is ZAR27.2m. Note that of the unvested options at 1 October 2016, Mr. Kuttel had in fact exercised options equivalent to ZAR19.4m

during the 2017 financial year and at the time of his resignation on 13 February 2018, he forfeited ZAR7.1m in unvested options, which forfeiture will be recognised in the 2018 financial year. As none of the equity settled option schemes were in the money at 30 September 2017, no options were included in the number of shares figure used to calculate diluted earnings per share and diluted headline earnings per share. Therefore, no adjustment to the relevant weighted average number of shares figure is required. The pro forma financial effects of Mr. Kuttel's resignation will impact the pro forma statement of comprehensive income regardless of whether the Proposed Arrangement is approved by shareholders or not.

2. The pro forma "After the Proposed Arrangement" financial information comprises the "Adjusted before the Proposed Arrangement" financial information and adjustments based on the following principal assumptions:
 - 2.1. For the purposes of the pro forma financial effects only, the Proposed Arrangement date is assumed to be 1 October 2016, the start date of Oceana's 2017 financial year, for the statement of comprehensive income and 30 September 2017 for the statement of financial position items. Statement of comprehensive income items have been converted to ZAR at the average exchange rate for the period 1 October 2016 to 30 September 2017 of USD1: ZAR13.42 and statement of financial position items at the closing rate as at 30 September 2017 of USD1: ZAR13.58.

Westbank executive remuneration

- 2.2. Executive remuneration adjustments relate to the fact that Westbank will save the remuneration of one executive director as a result of the Proposed Arrangement.
 - 2.2.1 Saving of ZAR 1.7m for one Westbank executive director after taking into account Oceana's 25% interest in Westbank. Westbank is equity accounted by Oceana.

Catch fee adjustment

- 2.3. Upfront increase of 2.46% on the 2017 catch fee payable to Westbank.
 - 2.3.1. An increase in Daybrook's cost of sales of ZAR 14.5m as a result of the increase in the cost of fish purchased from Westbank.
 - 2.3.2. A ZAR 3.6m increase in Oceana's 25% share of Westbank's net profit as a result of the increase in revenue from fish sold to Daybrook.

Incentive bonus

- 2.4. Incentive bonus adjustments reflect the proposed incentive mechanism based on catch volumes and yields relative to targets. The incentive bonus is payable by Daybrook in respect of a full contract year (1 January to 31 December) and is accrued at the end of the financial year if the volume target has been met at that date. Based on the catch volume as at 30 September, an incentive bonus would have been payable at year-end even though the fishing season had not ended.
 - 2.4.1. An incentive bonus of ZAR 2.0m accrued for the 2017 financial year based on the actual catch and yield for the 2017 financial year relative to the specified targets.

Proposed Arrangement costs

- 2.5. Proposed Arrangement costs include costs payable by Daybrook as well as Oceana's 25% share of costs incurred by Westbank. These costs exclude any debt commitment and arrangement fees payable by Westbank which are estimated to be ZAR 2.6m. The fees related to the debt facility do not have a pro forma effect as there is an equal and offsetting interest income and expense as a result of loan asset made to Makimry which will be accounted for in the same manner as the loan liability owing to the bank i.e. using the effective interest rate method. Therefore, the financing structure has a nil net effect on the associate and joint venture income line item.
 - 2.5.1. Proposed Arrangement costs expensed by Westbank of ZAR 0.3m representing Oceana's 25% share thereof. Proposed Arrangement costs are paid for out of Westbank's existing cash resources.
 - 2.5.2. Proposed Arrangement costs expensed by Daybrook of ZAR 14.1m, including an estimated ZAR240k premium for the key man insurance policy that Daybrook is obliged to take out. Proposed Arrangement costs are paid for out of existing cash resources.
3. All adjustments are assumed to be taxable or tax deductible, as applicable. The tax effects are calculated applying legislated South African corporate tax rate of 28% and federal tax rate of 35% in the United States of America, as applicable.
4. Proposed Arrangement costs, aside from the key man insurance premium, as well as adjustments relating to Mr. Kuttel's resignation are considered non-recurring. All other adjustments are expected to have an ongoing effect.

Makimry Put Option

In terms of the Operating Agreement, exercise of the Makimry Put Option by Mr. Kuttel can occur, at the earliest, during the second financial period following the Proposed Arrangement assuming Daybrook has not exercised the Warrant under its own control, as the exercise will only be effective 12 months after the date of notification from Mr. Kuttel.

Post the effective date of the Proposed Arrangement and before any exercise of the Makimry Put Option, a derivative liability would only be recognised in the annual financial statements, through profit or loss, to the extent there is an estimated shortfall between the highest

possible Put Option Purchase Price, applicable for that period as described in section 4.1.2, and the estimated fair market value of the Westbank Interest. The possibility of a shortfall arising is considered remote as the exercise of the Warrant is under Daybrook's control and exercisable at its discretion which it is unlikely to do in the event there is a material shortfall to the Put Option Purchase Price. Similarly, the amount of USD31.5m, which is the minimum Put Option Purchase Price in the event the Makimry Put Option is triggered by death or disability in the first 3 years, is the current purchase price being paid by Makimry and is supported by detailed valuation undertaken by both the Company and Makimry independently of each other, and thus it is not anticipated that fair market value would deviate materially from the USD31.5m in the near term.

In the event the Makimry Put Option, is triggered by Mr. Kuttel's death or disability in years 1 to 3, the Put Option Purchase Price would be the higher of USD 31.5m and fair market value which could result in a potential shortfall should fair market value be lower than the USD 31.5m at exercise date. Based on current knowledge of the business there is no reason to assume that fair market value will be less than USD31.5m and management therefore do not expect a liability to arise. In addition, Daybrook is obliged to take out key man insurance with Daybrook as the named beneficiary, and in the event of Mr. Kuttel's death or disability, will apply the proceeds thereof to cover any shortfall to the Put Option Purchase Price. These proceeds will result in a profit equal to the loss arising from the shortfall thus neutralising any impact on profit or loss. In the event that the Makimry Put Option is exercised for any reason other than death or disability, no derivative liability is expected to arise, as the Put Option Purchase Price would be fair market value.

In the event the Makimry Put Option is exercised and a new US citizen acquirer is not identified at the closing date, there would be a temporary cash outflow being the Put Option Purchase Price until a new US citizen acquires the Westbank Interest. This is however considered to be a remote possibility due to the adverse business implications of not complying with the AFA requirement that qualifying fishing vessels in the US be owned and controlled by US citizens. The possibility of there being a material shortfall between the Put Option Purchase Price and price paid by a new US citizen in this event is also considered remote for the reasons explained above.

Subsequent events

Subsequent to 30 September 2017, the put option derivative liability of ZAR 164.2m on Oceana's statement of financial position at 30 September 2017, relating to the put premium (USD 15.0m), has been settled to Westbank Partners in January 2018 following their notice to exercise the put option in November 2016 (refer to note 37 in Oceana's 2017 Annual Financial Statements). A fair value adjustment to the final put option liability has been recognised through profit and loss for the 2018 financial year. This is not considered to have a *pro forma* financial effect as this payment formed part of an existing agreement already approved by shareholders and is not as a result of the Proposed Arrangement. In terms of an addendum to the Westbank Operating Agreement entered into on 15 February 2018, the put closing date was extended to 15 April 2018 on which date the put option strike price (USD 31.5m) will be due for payment. In terms of the addendum, the unpaid distributions of USD 7.9m, owing under the existing agreements, were paid on 15 February 2018. There are no other subsequent events which require adjustment to the *pro forma* financial effects.

6. Oceana Shareholder Approval and Salient Dates and Times

As set out in paragraph 1 above, the Proposed Arrangement is classified as an agreement with a related party of Oceana under the Listings Requirements of the JSE.

The Proposed Arrangement is subject to the approval of Oceana Shareholders by way of ordinary resolution passed at a general meeting ("General Meeting"). The ordinary resolution will be subject to a simple majority of the votes of Oceana shareholders, other than Mr. Kuttel and his associates (to the extent they hold any shares in Oceana), being cast in favour of the ordinary resolution, as required in terms of the Listings Requirements of the JSE.

A circular to Oceana Shareholders ("the Circular") setting out the full terms of the Proposed Arrangement, including the notice of the General Meeting, will be posted on or about 16 March 2018 and will also be made available on the Company's website at www.oceana.co.za.

The salient dates and times for the General Meeting are set out below:

2018

Posting Record Date to be eligible to receive the Circular	Friday, 9 March
Posting of Circular to Oceana Shareholders	Friday, 16 March
Last Day to Trade to participate in and vote at the General Meeting	Tuesday, 3 April
Voting Record Date to participate in and vote at the General Meeting	Friday, 6 April
Last day to lodge forms of proxy in respect of the General Meeting by 14:00	Wednesday, 11 April
General Meeting to be held at 14:00 on the 7 th Floor, Oceana House, 25 Jan Smuts Street, Foreshore, Cape Town, 8001	Friday, 13 April
Results of General Meeting released on SENS	Friday, 13 April
Results of General Meeting published in the South African and the Namibian Press	Monday, 16 April

Notes:

The above dates and times are subject to amendment. Any such amendment will be released on SENS and published in the South African and Namibian press.

7. Withdrawal of Cautionary Announcement

As the relevant details of the Proposed Arrangement have been set out in this announcement, Shareholders are advised that they no longer need to exercise caution when trading in their Oceana securities.

Cape Town

16 March 2018

Investment Bank and Sponsor

The Standard Bank of South Africa Limited

South African Legal Counsel

Webber Wentzel

United States Legal Counsel

K&L Gates LLP

Kean Miller LLP

Independent reporting accountants and auditors

Deloitte

Namibian Sponsor

Old Mutual Investment Services (Namibia) Proprietary Limited