

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions and interpretations commencing on page 5 of this Circular apply *mutatis mutandis* throughout this document including this cover page.

If you are in any doubt as to the action you should take, please consult your CSDP, broker, attorney, accountant or other professional adviser.

1. Ordinary shareholders of Advanced Health are referred to the "Action Required" section of this circular, which contains full details of the actions required of them in regard to this circular.
 2. If you have disposed of all your ordinary shares in Advanced Health, please forward this circular to the purchaser of such ordinary shares or to the broker, CSDP or agent through whom the disposal was affected.
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ADVANCED HEALTH LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 2013/059246/06)
Share code: AVL ISIN: ZAE000189049
("Advanced Health" or "the Company")

CIRCULAR TO ADVANCED HEALTH SHAREHOLDERS

Regarding the adoption of a Share Option Plan

and incorporating:

- a notice of general meeting of ordinary shareholders; and
- a form of proxy for completion by certificated and own-name dematerialised shareholders;

Designated Advisor

Grindrod Bank Limited
**GRINDROD
BANK**

Date of issue: 1 June 2018

This Circular is available in English only. Copies of this Circular may be obtained from the registered offices of Advanced Health, the Designated Advisor and the Transfer Secretaries whose addresses are set out in the "Corporate information and advisors" section of this Circular, from 1 June 2018 to Friday, 22 June 2018. This Circular will also be available on the Company's website (www.advancedhealth.co.za) from Friday, 1 June 2018.

CORPORATE INFORMATION AND ADVISORS

Directors

Carl Grillenberger (*Chief Executive Officer*)
Carel Snyman (*Chief Financial Officer*)
Marc Resnik* (*Managing Director Presmed Australia*)
Frans van Hoogstraten¹- (*Chairman*)
Philip Jaffe[#]
Tommy Mthembu^{**}
Johan Oelofse¹
Cor van Zyl[#]
Cobus Visser¹ (alternate director)

[#] Non-executive

¹ Independent Non-executive

* Australian

Company Secretary

Ms M Janse van Rensburg
(*Professional Accountant (SA)*)

Registration Number

(Registration number 2013/059246/06)

Registered Office

Building 2, Walker Creek Office Park
90 Florence Ribeiro Avenue
Muckleneuk
Pretoria, 0002
(Postnet Suite 668, Private Bag X1, The Willows, 0041)

Website: www.advancedhealth.co.za

Date of Incorporation: 10 April 2013

Place of Incorporation: Pretoria, South Africa

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ACTION REQUIRED BY ADVANCED HEALTH SHAREHOLDERS

Please take careful note of the following:

If you are in any doubt as to what action to take in regard to this circular, please consult your CSDP, broker, banker, accountant, attorney or other professional adviser immediately.

This circular contains information relating to the Share Option Plan. You should read this circular carefully and decide how you wish to vote on the ordinary resolutions to be proposed at the general meeting.

The general meeting, convened in terms of the notice incorporated in this circular, will be held at 10h00 on Friday, 22 June 2018 at the registered offices of the company, being Building 2, Walker Creek Office Park, 90 Florence Ribeiro Avenue, Muckleneuk, Pretoria, 0002.

DEMATERIALIZED SHAREHOLDERS OTHER THAN WITH OWN-NAME REGISTRATION:

You are entitled to attend or be represented by proxy at the general meeting. You must **NOT**, however, complete the attached form of proxy. You must advise your CSDP or broker timeously if you wish to attend or be represented at the general meeting.

If your CSDP or broker does not contact you, you are advised to contact your CSDP or broker and provide them with your voting instructions. If your CSDP or broker does not obtain instructions from you, they will be obliged to act in terms of the mandate entered into between yourselves.

If you wish to attend or be represented at the general meeting, your CSDP or broker will be required to issue the necessary Letter of Representation to you to enable you to attend or to be represented at the general meeting.

CERTIFICATED SHAREHOLDERS AND SHAREHOLDERS WHO HOLD SHARES IN OWN-NAME REGISTRATION IN DEMATERIALIZED FORM:

You are entitled to attend or be represented by proxy at the general meeting. However, if your shares are held through a nominee or broker, you must inform that nominee or broker of your intention to attend the general meeting and obtain the necessary Letter of Representation from that nominee or broker or provide your nominee or broker with your voting instructions should you not be able to attend the general meeting in person.

For administrative purposes, If you are unable to attend the general meeting, but wish to be represented thereat, you must complete and return the attached form of proxy, in accordance with the instructions contained therein, to be received by the transfer secretaries by no later than 10h00 on Wednesday, 20 June 2018. However, you are entitled to deliver your Form of Proxy at any time prior to the commencement of the General Meeting.

Advanced Health does not accept any responsibility and will not be held liable for any failure on the part of the broker or CSDP (as the case may be) of a dematerialised shareholder to notify such dematerialised shareholder of the details of this circular.

IMPORTANT DATES AND TIMES

The definitions and interpretations commencing on page 5 of this Circular apply *mutatis mutandis* to this section.

2018

Record date for determining the Advanced Health shareholders entitled to receive the Circular on	Friday, 25 May
Circular distributed to Advanced Health shareholders and notice of general meeting released on SENS on	Friday, 1 June
Last day to trade in Advanced Health ordinary shares in order to participate and vote in the general meeting on	Tuesday, 12 June
Record date to determine the Advanced Health shareholders entitled to participate and vote in the general meeting on	Friday, 15 June
Last day for receipt of forms of proxy for the general meeting by no later than 10h00 on	Wednesday, 20 June
General meeting to be held at 10h00 on	Friday, 22 June
Results of the general meeting released on SENS on	Friday, 22 June

Notes:

1. All references to dates and times are to local dates and times in South Africa.

DEFINITIONS AND INTERPRETATIONS

Throughout this Circular and the annexures hereto, unless the context indicates otherwise, the words in the column on the left below shall have the meaning stated opposite them in the column on the right below, reference to the singular shall include the plural and *vice versa*, words denoting one gender include the other and words and expressions denoting natural persons include juristic persons and associations of persons:

“Act” or “Companies Act”	the Companies Act 2008, (Act No. 71 of 2008), as amended;
“Advanced Health” or “Company” or “Group”	Advanced Health Limited (Registration number 2013/059246/06), a public company incorporated in accordance with the laws of South Africa on 10 April 2013 having its registered address at Building 2, Walker Creek Office Park, 90 Florence Ribeiro Avenue, Muckleneuk, Pretoria, the ordinary shares of which are listed on the AltX of the exchange operated by the JSE, and its Subsidiaries, referred to collectively;
“Advanced Health Shareholders” or “Shareholders”	all registered holders of Advanced Health Shares;
“Advanced Health Shares” or “Shares”	the ordinary shares in the capital of the Company of no par value;
“Award”	an award of an Options to an Employee in accordance with the basis of Awards specified in the Share Option Plan Rules;
“Award Date”	the date, specified in the Award Letter, on which an Award is made to an Employee, such date being a date not earlier than the date on which the Remuneration Committee resolved to make such an Award to the Employee, irrespective of the date on which the Award is actually accepted by the Employee in accordance with the terms of the Share Option Plan;
“Award Letter”	a letter containing the information specified in the Share Option Plan rules, sent by the Company, or its nominee, on the recommendation of the Employer Company, to an Employee informing the Employee of the Award to him;
“Award Price”	the 30 day volume weighted average price (VWAP) per Share as traded on the JSE for which the Option is Awarded;
“Board” or “Directors”	the board of directors of Advanced Health, as set out in paragraph 8 of this Circular;
“Broker” or “Stockbroker”	any person registered as a "broking member (equities)" in terms of the rules of the JSE and in accordance with the provisions of the Financial Markets Act;
“Business Day”	any day of the week, excluding Saturdays, Sundays and all official public holidays in South Africa;
“Certificated Shareholders”	Shareholders who hold Certificated Shares;
“Certificated Shares”	Shares that have not been Dematerialised, the title to which is represented by a physical document of title;
“Circular”	this bound document, dated 1 June 2018, including the annexures hereto;
“CSDP”	Central Securities Depository Participant, being a participant as defined in section 1 of the Financial Markets Act;
“Dematerialisation”	process by which certificated Shares are converted or held in electronic form as uncertificated Shares and recorded in the sub-register of Shareholders maintained by a CSDP;
“Dematerialised Shareholders”	Shareholders who hold Dematerialised Shares;
“Dematerialised Shares”	Shares that have been Dematerialised in accordance with Strate and which shareholding is recorded electronically;
“Employee”	any person holding permanent salaried employment or office with any Employer Company, but excluding any non-executive director of the Group;
“Employer Company”	a company in the Group which employs an Employee, and which may have an obligation to fund the Settlement of Shares to such Participant, depending on the Settlement method elected;
“Employment Condition”	unless otherwise provided in these Rules, the condition of employment with the Group for the Exercise of an Option during the Option Period, as specified in the Award Letter;
“Exercise Date”	in respect of any Awards which are exercised by a Participant or by his executor or the representative of the deceased estate of the Participant, the date on which the Exercise Notice is received by the Company and “Exercise” and “Exercised” shall be construed accordingly;
“Financial Markets Act”	Financial Market Act, 2012 (Act No. 19 of 2012), as amended;
“Grindrod Bank Limited” or “Designated Adviser”	Grindrod Bank Limited, a private company duly incorporated in accordance with the laws of South Africa;
“JSE”	JSE Limited (Registration number 2005/022939/06), a public company incorporated in accordance with the laws of South Africa, which is licensed to operate as an exchange under the Financial Markets Act;
“Last Practicable Date”	Monday, 28 May 2018, the last practicable date prior to the finalisation of this Circular;

"Listings Requirements"	the Listings Requirements of the JSE;
"MOI"	the memorandum of incorporation of Advanced Health;
"Notice of Acceptance"	a notice completed by an Employee, in the format provided by the Company, in respect of the Acceptance of an Award;
"Option"	the right to purchase a specified number of Shares at the Award Price between the Award Date and the Option Period;
"Option Period"	the Option Period is, either: (i) the period from the Award Date to midnight on the day stated in the Award Letter; or (ii) the period from the Vesting Date to midnight on the day stated in the Award Letter, following which Options will lapse if not Exercised;
"Participant"	an Employee to whom an Award has been made in terms of the Plan and who has Accepted such Award, and includes the executor or representative of such Employee's deceased estate where appropriate;
"Performance Condition(s)"	the condition(s) of Vesting which may be applied to an Award as set-out in the Award Letter;
"Performance Period"	the period in respect of which a Performance Condition is to be satisfied as set out in the Award Letter;
"Purchase Consideration"	in relation to an Option, the amount payable on Exercise of an Option, being an amount equal to the Award Price multiplied by the number of Options Exercised;
"Rand" or "R" or "ZAR" or "cents"	South African Rand and cents, the official currency of South Africa;
"Register"	register of Shareholders, including all sub-registers;
"SENS"	Stock Exchange News Service of the JSE;
"Share Option Plan"	Advanced Health Limited share option plan;
"Strate"	Strate Proprietary Limited (Registration number 1998/022242/06), a private company duly registered and incorporated with limited liability in accordance with the laws of South Africa and licensed as a CSDP in terms of the FMA;
"Terbium" or "Transfer Secretaries"	Terbium Financial Services Proprietary Limited (Registration number 2009/018890/07), a private company incorporated in accordance with the laws of South Africa, being the Transfer Secretaries of Advanced Health;
"Vest"	in relation to an Option, the event which causes the Option to be capable of Exercise, which will be: (i) On the Award Date, if specified as such in the Award Letter; or (ii) On the later of the following dates as specified in the Award Letter: (a) the expiry of the Vesting Period; or (b) the date on which the Performance Condition(s) have been met; and "Vesting", "Vested" and "Vesting Date" shall be construed accordingly;
"Vesting Period"	the period commencing on the Award Date and ending on the Vesting Date as specified in the Award Letter. For the avoidance of doubt, where Awards Vest on the Award Date, there will be no Vesting Period.



ADVANCED HEALTH LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 2013/059246/06)
Share code: AVL ISIN: ZAE000189049
("Advanced Health" or "the Company")

CIRCULAR TO ADVANCED HEALTH SHAREHOLDERS

1. INTRODUCTION AND PURPOSE OF THIS CIRCULAR

Advanced Health intends adopting the Share Option Plan to incentivise, motivate and retain eligible employees and senior management to deliver the Company's strategy over the long-term. The Share Option Plan is being implemented as a continuation of the pay arrangement communicated in the Company prospectus issued in 2014 whereby certain directors received options in lieu of remuneration. In addition, the Company is desirous in extending the Share Option Plan to allow for the award of traditional options, which may be subject to performance conditions, for use in respect of possible future awards to other eligible participants.

2. PURPOSE OF THE CIRCULAR

The purpose of this circular is to furnish shareholders with all the relevant information relating to the Share Option Plan, in accordance with the Listings Requirements, and to convene a general meeting of shareholders in order for them to consider and, if deemed fit, to approve the Share Option Plan, in terms of the notice of general meeting attached to and forming part of the circular.

3. SHARE OPTION PLAN

The Share Option Plan will provide employees with the opportunity of purchasing shares in the Company through the award of options. It will provide participants with the opportunity to share in the success of the Company and provide alignment of interests between the Participants and the shareholders.

The Share Option Plan provides for two types of options, namely:

- An American option, which vests on award and may be exercised from the award date for the duration of the option period. The exercise is subject to the payment of the award price ("purchase consideration"), continued employment with the Company and the termination of employment conditions as set out Annexure 1 to this circular; and
- A traditional option subject to a future vesting period. Vesting is subject to, payment of the award price, continued employment with the Company and the termination of employment conditions as set out Annexure 1 to this circular and may be subject to a performance condition(s) to be imposed by the Remuneration Committee.

The performance condition(s) applicable to the options, if any, will be approved by the Remuneration Committee each time an award is made and will be tested over a future performance period. The specifics of any performance conditions will be included in the award letter to participants. The employment condition, applicable to both instruments is the condition of continued employment with Company, without which options cannot be exercised.

The salient features of the Share Option Plan are set out in Annexure 1 to this circular.

The Share Option Plan rules are available for inspection as set out in paragraph 8 below.

4. DIRECTORS' RESPONSIBILITY STATEMENT

The Directors, whose names are set out in the "Corporate information and advisers" section of this Circular, collectively and individually, accept full responsibility for the accuracy of the information contained in this Circular and certify that, to the best of their knowledge and belief that there are no facts that have been omitted which would make any statement false or misleading, and that all reasonable enquiries to ascertain such facts have been made and that this Circular contains all information required by law and the Listings Requirements.

5. JSE APPROVAL

The Share Option Plan has been approved by the JSE, subject to the approval of the ordinary resolution by the company's Shareholders in accordance with Schedule 14 of the JSE Listings Requirements.

5. OPINION AND RECOMMENDATION

The directors believe that the Share Option Plan will be beneficial to the Company and the participants thereof, and, in the long term to its shareholders. The directors intend to vote in favour of the ordinary resolutions to be proposed at the general meeting in respect of the shares under their control and recommend that shareholders do likewise.

6. EXPERTS' CONSENTS

The Designated Advisor and the Transfer Secretaries have consented in writing to act in the capacities stated and to their names being stated in this Circular and have not, prior to the Last Practicable Date, withdrawn their consents prior to the publication of this Circular.

7. GENERAL MEETING

7.1 General meeting

A notice convening the general meeting to approve the Share Option Plan and a form of proxy, for use by registered certificated shareholders and dematerialised shareholders with own-name registration who are unable to attend the general meeting, form part of this circular.

Shareholders are referred to the "Action required" section of this circular, which contains information as to the actions they need to take in regard to the general meeting.

7.2 Voting

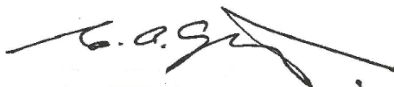
In terms of the Listings Requirements, approval of a 75% majority of the votes cast in favour of ordinary resolution number 1 by all equity security holders present or represented by proxy at the general meeting, is required. Participants of the Share Option Plan is prohibited from voting.

8. DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available for inspection at the registered office of Advanced Health and Designated Adviser during normal business hours (excluding Saturdays, Sundays and public holidays) from the date of issue of this Circular up to and including Friday, 22 June 2018:

- the Memorandum of Incorporation of Advanced Health and each of its Subsidiaries;
- copies of the audited financial statements of Advanced Health for the financial years ended 30 June 2017, 30 June 2016 and 30 June 2015;
- copies of the unaudited interim financial statements for the six months ended 31 December 2017;
- copies of the consent letters referred to in paragraph 6;
- the Share Option Plan rules; and
- a signed copy of this Circular.

By order of the Board



ADVANCED HEALTH LIMITED
Carl Grillenberger
Chief Executive Officer

Pretoria
1 June 2018

SALIENT FEATURES OF THE SHARE OPTION PLAN

Introduction

Advanced Health intends adopting the Share Option Plan to incentivise, motivate and retain eligible employees and senior management to deliver the Company's strategy over the long-term. The Share Option Plan is being implemented as a continuation of the pay arrangement communicated in the Company prospectus issued in 2014 whereby certain directors received options in lieu of remuneration. In addition, the Company is desirous in extending the plan to allow for the award of traditional options, which may be subject to performance conditions, for use in respect of possible future awards to other eligible participants.

The salient features of the Share Option Plan are detailed below. The salient features of the plan are detailed below.

Purpose

The Share Option Plan will provide employees with the opportunity of purchasing shares in the Company through the award of options. It will provide participants with the opportunity to share in the success of the Company and provide alignment of interests between the Participants and the shareholders.

The Share Option Plan provides for two types of options, namely:

- An American option, which vests on award and may be exercised from the award date for the duration of the option period. The exercise is subject to payment of the award price ("purchase consideration"), continued employment with the Company and the termination of employment conditions as set out Annexure 1 to this circular; and
- A traditional option subject to a future vesting period. Vesting is subject to payment of the award price, continued employment with the Company and the termination of employment conditions as set out Annexure 1 to this circular and may be subject to a performance condition(s) to be imposed by the Remuneration Committee.

The performance condition(s) applicable to the options, if any, will be approved by the Remuneration Committee each time an award is made and will be tested over a future performance period. The specifics of any performance conditions will be included in the award letter to participants. The employment condition, applicable to both instruments is the condition of continued employment with Company, without which options cannot be Exercised.

Participants

Eligible employees may include executive directors, prescribed officers, key employees and senior management within Advanced Health. The Remuneration Committee has the absolute discretion to make an award to any employee in terms of the Share Option Plan.

Rights of participants

The participants will not be entitled to any shareholder rights before the settlement of the shares. Settlement would only occur after exercise of the options.

Basis of awards and award levels

In line with the requirements of King IV™ and best practice, regular annual awards of options will be made on a consistent basis to

ensure long-term shareholder value creation.

Overall award levels will be decided by the Remuneration Committee by taking into consideration the employee's salary, grade, individual performance, retention requirements and market benchmarks (as applicable), bearing in mind that where American options are awarded, these are awarded in lieu of remuneration and as such, the award level may not be based on the factors listed.

Performance Conditions and Vesting

In the event that traditional options are awarded, the Remuneration Committee may set appropriate performance conditions, as relevant, for each award, taking into account the business environment at the time of making the awards, and where considered necessary, in consultation with shareholders. Such performance conditions will be tested over a future performance period.

Exercise of an Option will always be subject to continued employment with the Company and the vesting of the options will take place as follows-

- In the event that an American option is awarded, on the award date; or
- In the event that a traditional option is awarded, the option will be subject to a vesting period and vesting will occur, based on the extent to which the performance conditions, where applicable, have been met.

Manner of settlement

Following the exercise of the option by the participant, settlement shall take place within 30 (thirty) days of the exercise date. The rules of the Share Option Plan is flexible in order to allow for settlement in any of the following manners:

- by way of a market purchase of shares;
- use of treasury shares;
- issue of shares.

The exact method of settlement will be determined by the Remuneration Committee on a case by case basis.

Limits and adjustments

1.1.1. Company limit

1.1.1.2. The maximum number of shares which may at any time be settled in respect of the Share Option plan to all participants shall not exceed 14 399 421 (fourteen million three hundred and ninety nine thousand four hundred and twenty one) shares, which equates to approximately 5% (five percent) of the number of issued shares at the date of adoption of the Share Option Plan.

In calculating the limit for the Share Option Plan new shares allotted and issued by the Company or shares held by a subsidiary in treasury account which have been used by the Company for settlement, will be included in the company limit. This limit will be calculated to exclude shares purchased in the market in settlement.

Individual limit

The maximum number of shares settled to any single participant under the Share Option Plan shall not exceed 7 199 710 (seven million one hundred and ninety nine thousand seven hundred and ten) Shares, which equates to approximately 2.5% of the number of issued shares at the date of adoption of the Share Option Plan.

Adjustments

The Remuneration Committee must, where required, adjust the company limit (without the prior approval of shareholders in a general meeting), to take account of a sub-division or consolidation of the shares of the company

The Remuneration Committee may, where required, adjust the individual limit to take account a capitalisation issue, a special distribution, a rights issue or reduction in capital of the Company.

The auditors, or other independent advisor acceptable to the JSE, shall confirm to the JSE in writing that any adjustment made in terms of this paragraph has been properly calculated on a reasonable and equitable basis, in accordance with the rules of the Share Option Plan and must be reported on in the company's financial statements in the year during which the adjustment is made.

The issue of shares as consideration for an acquisition, and the issue of shares for cash or a vendor consideration placing will not be regarded as a circumstance that requires any adjustment to the Company or Individual Limit.

Purchase consideration

Upon exercise of the awards by the participant, the participant must make payment of the purchase consideration which is the **amount equal to the award price multiplied by the number of options exercised**. The award price shall be based on a 30 day volume weighted average price (VWAP) per share prior to the award date.

Termination of employment

"Fault terminations"

Participants terminating employment due to resignation or dismissal on grounds of misconduct, proven poor performance, proven dishonest behaviour or fraudulent conduct or conduct against the interest of the Group or its shareholders or on the basis of abscondment will be classified as "Fault terminations" and will forfeit all Awards in their entity and the awards shall lapse on the date of termination of employment.

"No Fault Terminations"

Participants terminating employment prior to exercise due to death, retirement (except to the extent that it constitutes "Fault terminations" as set out above), retrenchment, ill-health, injury, disability,), or the sale of a subsidiary company or the participant being transferred to a transferee company which is not a member of the Group will be classified as "no fault terminations".

The following treatment shall apply in respect of vested unexercised options:

- if the reason for termination is due to death, retirement or ill-health, injury or disability, then the participant may exercise their option within 24 months of the vesting date.
- if the reason for termination is due to retrenchment or the sale of a subsidiary company or the participant being transferred to a transferee company which is not a member of the Group, then the participant may exercise the option within 6 months of the vesting date.

The following treatment shall apply to unvested and unexercised options (for the avoidance of doubt this will only apply to the traditional options that are subject to a vesting period):

- A portion of the award(s) will vest as soon as reasonably possible after the date of termination of employment pro-rated based on the number of complete months served from the award date to the date of termination of employment, relative to the total number of months in the vesting period and will be further adjusted based on extent to which performance conditions, if applicable, have been met, as determined by the Remuneration Committee.
- The portion of the award that vests may be exercised as follows:
 - o if the reason for termination is due to death, retirement or ill-health, injury or disability, then the participant may exercise their option within 24 months of the vesting date.
 - o if the reason for termination is due to retrenchment or the sale of a subsidiary company or the participant being transferred to a transferee company which is not a member of the Group, then the participant may exercise the option within 6 months of the vesting date.

Exercised options cannot be forfeited.

Change of control

In the event of a change of control of the Company occurring before the expiry of the option period of any award and in respect of unvested or unexercised awards, the Remuneration Committee having regard to such professional advice as they consider appropriate, has an absolute discretion to make such determination as it considers appropriate.

Variation of share capital

In the event of a variation in share capital such as a capitalisation issue, rights issue, subdivision of shares, consolidation of shares etc., participants shall continue to participate in the Share Option Plan. The Remuneration Committee may (but without obligation) make such adjustment to the number of options comprised in the award or take such other action to place participants in no worse a position than they were prior to the occurrence of the relevant event. .

In the event of a rights issue, a participant shall be entitled to participate in any rights issue in respect of his bonus shares in accordance with the terms and conditions of the right issue.

The issuing of shares as consideration for an acquisition, and the issuing of shares pursuant to a waiver of pre-emptive rights will not be regarded as a circumstance that requires any adjustment to the awards.

Liquidation

If the Company is placed into liquidation, other than for purposes of reorganisation, any awards shall *ipso facto* lapse as from the liquidation date. Therefore, any unexercised options shall lapse from the liquidation date.

Amendment

The Remuneration Committee may alter or vary the rules of the Share Option Plan as it sees fit, however in the following instances the Share Option Plan may not be amended without the prior approval of the JSE and a resolution by the shareholders of 75% of the voting rights:

- the category of persons who are eligible for participation in the Share Option Plan;

- the number of shares which may be utilised for the purpose of the Share Option Plan;
- the individual limitations on benefits or maximum entitlements;
- the basis upon which awards are made;
- the award price payable upon exercise;
- the voting, dividend, transfer and other rights attached to the awards, including those arising on a liquidation of the Company;
- the adjustment of awards in the event of a variation of capital of the Company or a change of control of the Company; and
- the procedure to be adopted in respect of the vesting of awards in the event of termination of employment.

General

The rules of the Share Option Plan are available for inspection from 1 June 2018 to 22 June 2018 at the Company's registered office, being Building 2, Walker Creek Office Park, 90 Florence Ribeiro Avenue, Muckleneuk, Pretoria.

NOTICE OF GENERAL MEETING



ADVANCED HEALTH LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 2013/059246/06)
Share code: AVL ISIN: ZAE000189049
("Advanced Health" or "the Company")

NOTICE OF GENERAL MEETING

Notice is hereby given that a general meeting of ordinary shareholders will be held at Building 2, Walker Creek Office Park, 90 Florence Ribeiro Avenue, Muckleneuk, Pretoria at 10h00 on Friday, 22 June 2018, for the purpose of considering and, if deemed fit, passing, with or without modification, the ordinary resolutions set out below in the manner required by the Companies Act, 2008 (Act 71 of 2008), as amended, and its Regulations ("the Companies Act") and the Listings Requirements of the JSE Limited.

ORDINARY RESOLUTION NUMBER 1

"RESOLVED, as an ordinary resolution, that the adoption by the company of the Share Option Plan, as detailed in the salient features thereof included in the circular to shareholders to which this notice of general meeting is attached as well as the complete document recording the terms of the Share Option Plan having been available for inspection by shareholders for at least 14 days prior to the date of this meeting, the complete document recording the terms of such Share Option Plan having been initialled by the chairman of this meeting for identification purposes, and tabled at this meeting, be and is hereby ratified and approved."

ORDINARY RESOLUTION NUMBER 2

"RESOLVED as an ordinary resolution that any director of the company or the company secretary be and is hereby authorised to sign any documents and to take any steps as may be necessary or expedient to give effect to ordinary resolution number 1 passed at this meeting."

Voting and proxies

In terms of the Listings Requirements of the JSE Limited the approval of a 75% majority of the votes cast in favour of ordinary resolution number 1 by all equity security holders present or represented by proxy at this meeting, is required.

On a show of hands every shareholder present in person or by proxy and if a member is a body corporate, its representative, shall have one vote and on a poll, every shareholder present in person or by proxy and if the person is a body corporate, its representative, shall have one vote for every share held or represented by him/her.

Each shareholder is entitled to appoint one or more proxies (who need not be a shareholder of the company) to attend, speak and on a poll, to vote in his/her stead.

A form of proxy is attached for completion by registered certificated shareholders and dematerialised shareholders with own-name registration who are unable to attend the general meeting in person. For administrative purposes, the forms of proxy must be completed and received by the transfer secretaries, Terbiem, by no later than 10h00 on Wednesday, 20 June, 2018. However, you are entitled to deliver your Form of Proxy at any time prior to the commencement of the General Meeting. Registered certificated shareholders and dematerialised shareholders with own-name registration who complete and lodge forms of proxy will nevertheless be entitled to attend and vote in person at the general meeting to the exclusion of their appointed proxy/(ies) should such member wish to do so. Dematerialised shareholders, other than with own-name registrations, must inform their CSDP or broker of their intention to attend the general meeting and obtain the necessary Letter of Representation from their CSDP or broker to attend the general meeting or provide their CSDP or broker with their voting instructions should they not be able to attend the general meeting in person. This must be done in terms of the agreement entered into between the shareholder and the CSDP or broker concerned.

By order of the Board

M Janse van Rensburg

Company Secretary

Johannesburg

Friday, 1 June 2018

FORM OF PROXY



ADVANCED HEALTH LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 2013/059246/06)
Share code: AVL ISIN: ZAE000189049
("Advanced Health" or "the Company")

To be completed by registered certificated shareholders and dematerialised shareholders with own-name registration only

For use in respect of the general meeting to be held at Building 2, Walker Creek Office Park, 90 Florence Ribeiro Avenue, Muckleneuk, Pretoria on Friday, 22 June 2018 at 10h00

Ordinary shareholders who have dematerialised their shares with a CSDP or broker, other than with own-name registration, must arrange with the CSDP or broker concerned to provide them with the necessary Letter of Representation to attend the general meeting or the ordinary shareholders concerned must instruct their CSDP or broker as to how they wish to vote in this regard. This must be done in terms of the agreement entered into between the shareholder and the CSDP or broker concerned.

I/We (full name in block letters)

of (address) _____

Telephone (work) _____ Telephone (home) _____ email address _____

being the holder(s) of ordinary shares in the company, appoint (see note 1):

or failing him/her,

_____ or failing him/her,

_____ the chairman of the general meeting,

as my/our proxy to act on my/our behalf at the general meeting which is to be held for the purpose of considering and, if deemed fit, passing, with or without modification, the ordinary resolutions to be proposed thereat and at any adjournment thereof and to vote for or against the ordinary resolutions or to abstain from voting in respect of the ordinary shares registered in my/our name/s, in accordance with the following instructions (see note 2):

	Number of votes (one vote per ordinary share)		
	For	Against	Abstain
Ordinary resolution number 1 – approval of the Share Option Plan			
Ordinary resolution number 2 – directors' authority			

(Please indicate instructions to proxy in the space provided above by the insertion therein of the relevant number of votes exercisable).

Each shareholder is entitled to appoint one or more proxies (who need not be a shareholder of the company) to attend, speak, and on a poll, vote in place of that shareholder at the general meeting.

Signed at _____ on _____ 2018

Signature(s)

Capacity

Please read the notes on the reverse side hereof.

Notes:

1. Any alteration or correction made to this form of proxy must be initialled by the signatory(ies).
2. Every shareholder present in person or by proxy and entitled to vote at the general meeting of the company shall, on a show of hands, have one vote only, irrespective of the number of shares such shareholder holds. In the event of a poll, every shareholder shall be entitled to that proportion of the total votes in the company which the aggregate amount of the nominal value of the shares held by such shareholder bears to the aggregate amount of the nominal value of all the shares issued by the company.
3. A shareholder entitled to attend and vote at the annual general meeting is entitled to appoint one or more proxies to attend, speak and vote in his/her stead. A proxy need not be a registered shareholder of the company.
4. A shareholder may insert the name of a proxy or the names of two alternative proxies of the shareholder's choice in the space/s provided overleaf, with or without deleting "the chairperson of the annual general meeting", but any such deletion must be initialled by the shareholder. Should this space/s be left blank, the proxy will be exercised by the chairperson of the annual general meeting. The person whose name appears first on the form of proxy and who is present at the annual general meeting will be entitled to act.
5. A shareholder's voting instructions to the proxy must be indicated by the insertion of an "X", or the number of votes which that shareholder wishes to exercise, in the appropriate spaces provided overleaf. Failure to do so will be deemed to authorise the proxy to vote or to abstain from voting at the general meeting as he/she thinks fit in respect of all the shareholder's exercisable votes. A shareholder or his/her proxy is not obliged to use all the votes exercisable by him/her or by his/her proxy, but the total number of votes cast, or those in respect of which abstention is recorded, may not exceed the total number of votes exercisable by the shareholder or by his/her proxy.
6. A minor must be assisted by his/her parent or guardian unless the relevant documents establishing his/her legal capacity are produced or have been registered by the transfer secretaries of the company.
7. Documentary evidence establishing the authority of a person signing this form of proxy in a representative capacity must be attached to this form of proxy unless previously recorded by the transfer secretaries or waived by the chairperson of the general meeting.
8. The completion and lodging of this form of proxy will not preclude the relevant shareholder from attending the general meeting and speaking and voting in person thereat to the exclusion of any proxy appointed in terms hereof, should such shareholder wish to do so.
9. The appointment of a proxy in terms of this form of proxy is revocable in terms of the provisions of section 58(4)(c) read with section 58(5) of the Companies Act, and accordingly a shareholder may revoke the proxy appointment by cancelling it in writing, or making a later inconsistent appointment of a proxy, and delivering a copy of the revocation instrument to the proxy and to the company.
10. The chairperson of the general meeting may accept any form of proxy which is completed other than in accordance with these instructions provided that he is satisfied as to the manner in which a shareholder wishes to vote.

To be valid, the completed forms of proxy must be lodged with the transfer secretaries of the company, Terbium:

Hand deliveries to:

E-mail address: advancedhealth@terbium.global

Unit 1 The Workspace
299 Pendoring Road
Blackheath
2195

To be received by no later than 10h00 on Wednesday 20 June 2018.

Summary of rights established by section 58 of the Companies Act, 71 of 2008 ("Companies Act"), as required in terms of subsection 58(8)(b)(i)

1. A shareholder may at any time appoint any individual, including a non-shareholder of the company, as a proxy to participate in, speak and vote at a shareholders' meeting on his or her behalf (section 58(1)(a)), or to give or withhold consent on behalf of the shareholder to a decision in terms of section 60 (shareholders acting other than at a meeting) (section 58(1)(b)).
2. A proxy appointment must be in writing, dated and signed by the shareholder and remains valid for one year after the date on which it was signed or any longer or shorter period expressly set out in the appointment, unless it is revoked in terms of paragraph 6.3 or expires earlier in terms of paragraph 10.4 below (section 58(2)).
3. A shareholder may appoint two or more persons concurrently as proxies and may appoint more than one proxy to exercise voting rights attached to different securities held by the shareholder (section 58(3)(a)).
4. A proxy may delegate his or her authority to act on behalf of the shareholder to another person, subject to any restrictions set out in the instrument appointing the proxy (proxy instrument) (section 58(3)(b)).
5. A copy of the proxy instrument must be delivered to the company, or to any other person acting on behalf of the company,

- before the proxy exercises any rights of the shareholder at a shareholder's meeting (section 58(3)(c)) and in terms of the Memorandum of Incorporation ("MOI") of the company at least 48 hours before the meeting commences.
6. Irrespective of the form of instrument used to appoint a proxy:
 - a. the appointment is suspended at any time and to the extent that the shareholder chooses to act directly and in person in the exercise of any rights as a shareholder (section 58(4)(a));
 - b. the appointment is revocable unless the proxy appointment expressly states otherwise (section 58(4)(b)); and
 - c. if the appointment is revocable, a shareholder may revoke the proxy appointment by cancelling it in writing or by making a later, inconsistent appointment of a proxy, and delivering a copy of the revocation instrument to the proxy and to the company (section 58(4)(c)).
 7. The revocation of a proxy appointment constitutes a complete and final cancellation of the proxy's authority to act on behalf of the shareholder as of the later of the date stated in the revocation instrument, if any, or the date on which the revocation instrument was delivered as contemplated in paragraph 6.3 above (section 58(5)).
 8. If the proxy instrument has been delivered to a company, as long as that appointment remains in effect, any notice required by the Companies Act or the company's MOI to be delivered by the company to the shareholder must be delivered by the company to the shareholder (section 58(6)(a)), or the proxy or proxies, if the shareholder has directed the company to do so in writing and paid any reasonable fee charged by the company for doing so (section 58(6)(b)).
 9. A proxy is entitled to exercise, or abstain from exercising, any voting rights of the shareholder without redirection, except to the extent that the MOI or proxy instrument provides otherwise (section 58(7)).
 10. If a company issues an invitation to shareholders to appoint one or more persons named by the company as a proxy, or supplies a form of proxy instrument:
 - a. the invitation must be sent to every shareholder entitled to notice of the meeting at which the proxy is intended to be exercised (section 58(8)(a));
 - b. the invitation or form of proxy instrument supplied by the company must:
 - i. bear a reasonable prominent summary of the rights established in section 58 of the Companies Act (section 58(8)(b)(i));
 - ii. contain adequate blank space, immediately preceding the name(s) of any person(s) named in it, to enable a shareholder to write the name, and if desired, an alternative name of proxy chosen by the shareholder (section 58(8)(b)(ii)); and
 - iii. provide adequate space for the shareholder to indicate whether the appointment proxy is to vote in favour of or against any resolution(s) to be put at the meeting or is to abstain from voting (section 58(8)(b)(iii)).
 - c. The company must not require that the proxy appointment be made irrevocable (section 58(8)(c)); and
 - d. The proxy appointment remains valid only until the end of the meeting at which it was intended to be used, subject to paragraph 7 above (section 58(8)(d)).