

Programme Memorandum dated 12 August 2015

SOUTH AFRICAN SECURITISATION PROGRAMME (RF) LIMITED

(incorporated on 21 May 1991 with limited liability under Registration Number 1991/002706/06 in the Republic of South Africa)

ZAR5 BILLION MULTI-SELLER SEGREGATED ASSET BACKED NOTE PROGRAMME

The restated and amended Programme Memorandum published by the South African Securitisation Programme (RF) Limited (the "**Issuer**") dated 13 August 2013 (the "**Previous Programme Memorandum**"), is amended and superseded by this Programme Memorandum, on and with effect from 12 August 2015, and all references to the "Programme Memorandum" in any agreement and/or document relating to or prepared in connection with the Previous Programme Memorandum shall mean this Programme Memorandum.

Under this ZAR5 billion Multi-Seller Segregated Asset Backed Note Programme (the "**Programme**"), the Issuer may from time to time issue limited recourse secured notes (the "**Notes**"), subject to compliance with all relevant laws, the Debt Listings Requirements and the Terms and Conditions contained in this Programme Memorandum. References in this Programme Memorandum to the Terms and Conditions are to Section 8 of this Programme Memorandum headed "*Terms and Conditions of the Notes*". Capitalised terms used below are defined in Section 19 of this Programme Memorandum headed "*Definitions*".

The Programme Amount is ZAR5 billion unless such amount is increased by the Issuer as set out in Section 3 of this Programme Memorandum headed "*General Description of the Notes*".

The Programme Manager will assist the Issuer in ensuring that the Series Assets and the Series Liabilities, respectively, relating to each Series are identified in the Accounting Records as being attributable solely to that Series, and that the Series Assets and the Series Liabilities, respectively, relating to each Series are segregated from the Series Assets and the Series Liabilities, respectively, relating to each other Series. A separate Series Security SPV will be incorporated, in respect of each Series, for the benefit of the holders of Notes in, and the other Series Secured Creditors of, that Series. Each Series Security SPV will be a separate legal entity and will be independent from each other Series Security SPV. A separate set of Series Transaction Documents (including Series Security Agreements) will be applicable to each Series.

The Series Security SPV incorporated in respect of a Series will guarantee the Issuer's obligations to the Noteholders and the other Series Secured Creditors of, that Series in terms of the Series Guarantee relating to that Series. The Issuer will indemnify the Series Security SPV incorporated in respect of a Series, in terms of the Series Indemnity relating to that Series, in respect of claims made against that Series Security SPV under the Series Guarantee relating to that Series. The Issuer's obligations to the Series Security SPV incorporated in respect of a Series under the Series Indemnity relating to that Series will, in terms of the Series Issuer Security Agreement(s) relating to that Series, be secured (i) by a pledge and cession *in securitatem debiti*, in favour of that Series Security SPV, of the Series Assets relating to that Series and/or (ii) by such other real rights of security in all or any of the Series Assets relating to that Series, as are granted (whether by way of pledge, mortgage or otherwise) in favour of that Series Security SPV (see Section 10 of this Programme Memorandum headed "*Security Structure*").

A separate Series of Notes will be issued in respect of each Series. The Notes in a Series will be limited recourse obligations of the Issuer only and, subject to the Series Guarantee relating to that Series, will not be obligations of, or the responsibility of, or guaranteed by, any other person, and no liability for any failure by the Issuer to pay any amount due under the Notes in that Series will be accepted by any other person. The recourse of the Noteholders in, and the other Series Secured Creditors, of a Series will be limited to the aggregate amount recovered by the Series Security SPV incorporated in respect of that Series pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series, and the liability of that Series Security SPV under the Series Guarantee relating to that Series will never exceed such aggregate amount.

All payments to be made to the Noteholders in, and the other Series Secured Creditors of, a Series, whether made by the Issuer or by the Series Security SPV incorporated in respect of that Series (following a Guarantee Event in respect of that Series), will be made to the extent permitted by and strictly in accordance with the Priority of Payments applicable to that Series.

The Notes in each Series will be issued in individual Tranches which, together with other Tranches, may form a Sub-Series of Notes in that Series. A Tranche of Notes in a Series will be issued on, and subject to, the Applicable Terms and Conditions of that Tranche of Notes. The Applicable Terms and Conditions of a Tranche of Notes in a Series are the Terms and Conditions, as replaced, amended and/or supplemented by the Series Conditions of the Notes in that Series, and as further replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

The Series Conditions of the Notes in a Series and all information in respect of that Series (which is not set out in this Programme Memorandum) will be set out in the Series Supplement relating to that Series (see Section 6 of this Programme Memorandum headed "*Form of the Series Supplement*"). The Applicable Pricing Supplement relating to a Tranche of Notes in a Series will set out, among other things, the terms and conditions of the Notes in that Tranche which (in addition to and/or in the place of any of the Terms and Conditions and/or any of the Series Conditions of the Notes in that Series) are applicable to all of the Notes in that Tranche (see Section 7 of this Programme Memorandum headed "*Form of the Applicable Pricing Supplement*").

The Registrar of Banks confirmed, on 12 July 2007 (as read with the approval letter from the Registrar of Banks dated 20 January 2011), that the Issuer is authorised to issue the Notes in Series 1 under the Programme, pursuant to this Programme Memorandum as read with the Series 1 Supplement, for purposes of the securitisation scheme contemplated in the Programme, in accordance with and subject to the Securitisation Regulations.

The restated and amended Programme Memorandum and Series Supplement were approved by the JSE on 12 August 2015.

The Issuer may issue listed or unlisted Notes. Listed Notes will be listed on the Interest Rate Market of the JSE and/or on such other exchange(s) as may be determined by the Issuer and the relevant Dealer(s), subject to any Applicable Laws. In the case of the first Tranche of Notes in a Series which is listed on the Interest Rate Market of the JSE, the Applicable Pricing Supplement and the Series Supplement relating to that Series will be delivered to the JSE and the CSD before the Issue Date. The Applicable Pricing Supplement relating to a subsequent Tranche of Notes in that Series which is listed on the Interest Rate Market of the JSE will be delivered to the JSE and the CSD before the Issue Date. The Notes in a Tranche which is listed on the Interest Rate Market of the JSE may be traded by or through members of the JSE from the date specified in the Applicable Pricing Supplement, in accordance with the rules and operating procedures for the time being of the JSE. The settlement of trades of each Tranche of Notes which is listed on the Interest Rate Market of the JSE will take place in accordance with the electronic settlement procedures of the JSE and the CSD for all the trades done through the JSE.

The Notes may be issued on a continuing basis under the Programme and may be placed by one or more Dealers appointed by the Issuer from time to time pursuant to the Programme Dealer Agreement, which appointment may be for a specific issue of one or more Tranches of Notes or on an ongoing basis.

The Programme is not rated. A Tranche of Notes in a Series may, on or before the Issue Date, be rated by the Rating Agency on a national scale and/or international scale basis. The rating of a Tranche of Notes in a Series, and the Rating Agency which assigned such rating, will be specified in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche. A rating of a Tranche of Notes in a Series is not a recommendation to subscribe for, buy, sell or hold any Notes and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. Unrated Tranches of Notes in a Series may also be issued provided that the Rating Agency, after having

been furnished with 10 Business Days' prior written notice, has not informed the Issuer that all of its respective current rating(s) of Tranches of Notes in that Series then in issue would be adversely affected by the issue of such unrated Tranches of Notes.

Prospective investors in the Notes should pay particular attention to Section 13 of this Programme Memorandum headed "*Investment Considerations*".

Arranger, Debt Sponsor and Dealer: Sasfin Bank Limited

Programme Manager: Sasfin Bank Limited

Legal Advisers to the Arranger and the Issuer: Edward Nathan Sonnenbergs Inc.

References in this Programme Memorandum to the Terms and Conditions are to Section 8 of this Programme Memorandum headed "Terms and Conditions of the Notes". Capitalised terms used in this Programme Memorandum are defined in Section 18 of this Programme Memorandum headed "Definitions" unless separately defined in this Programme Memorandum or, in relation to a Tranche of Notes in a Series, unless separately defined in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement. References in this Programme Memorandum to any Condition are to that Condition of the Terms and Conditions.

GENERAL NOTICE

The Issuer accepts full responsibility for the accuracy of the information contained in this Programme Memorandum, the Series Supplement, the annual financial statements and report (incorporated herein by reference), the amendments to any such annual financial statements and report or any supplements from time to time, except as may be otherwise stated herein. The Issuer certifies that to the best of its knowledge and belief (having taken all reasonable care to ensure that such is the case) the information contained or incorporated in this Programme Memorandum is in accordance with the facts, complies with all applicable laws and the Debt Listings Requirements and does not omit anything likely to affect the import of such information.

In relation to each Series, neither the JSE nor the Debt Sponsor nor the Arranger nor any Series Security SPV nor any of the Dealers nor any of their respective Affiliates or advisers has (or will have) separately verified the information contained in or incorporated by reference into this Programme Memorandum and the Series Supplement relating to that Series.

Neither the Debt Sponsor nor the Arranger nor any Series Security SPV nor any of the Dealers nor any of their respective Affiliates or advisers accepts (or will have accepted) any responsibility for the contents of this Programme Memorandum, the relevant Series Supplement, the Applicable Pricing Supplements, or the annual report (as amended or restated from time to time) or the amendments to the annual report, or makes (or will have made) any representation, express or implied, with respect to the accuracy or completeness of any of the foregoing documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of this Programme Memorandum, the relevant Series Supplement, the Applicable Pricing Supplements, or the annual report (as amended or restated from time to time) or the amendments to the annual report.

The JSE assumes no responsibility or liability of whatsoever nature for the contents of this Programme Memorandum, any Applicable Pricing Supplement, the relevant Series Supplement or the annual report or any other information incorporated by reference into this Programme Memorandum (as amended or restated from time to time), and the JSE makes no representation as to the accuracy or completeness of this Programme Memorandum, the relevant Series Supplement or any Applicable Pricing Supplement, the annual report or any other information incorporated by reference into this Programme Memorandum (as amended or restated from time to time). The JSE expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of this Programme Memorandum, the relevant Series Supplement or any Applicable Pricing Supplement or the annual report or any other information incorporated by reference into this Programme Memorandum (as amended or restated from time to time).

The Issuer, having made (or will having made) all reasonable enquiries, confirms that, in relation to each Series, the Series Supplement relating to that Series as read with this Programme Memorandum contains (or will contain) or incorporates (or will incorporate) by reference (see Section 1 of this Programme Memorandum headed "*Documents Incorporated by Reference*") all information which is (or will be) reasonably material in the context of the issue and offering of the Notes in that Series, that such information is (or will be) true and accurate and is not (or will not be) misleading, and that there are (or will be) no other facts the omission of which would (or will) make any of such information, or that Series Supplement as read with this Programme Memorandum, misleading.

The Issuer makes no representation or warranties as to the settlement procedures of the CSD. This Programme Memorandum must, in relation to each Series, be read in conjunction with the Series Supplement relating to that Series

and all documents and agreements which are incorporated by reference into this Programme Memorandum and that Series Supplement (see Section 1 of this Programme Memorandum headed "*Documents Incorporated by Reference*"). This Programme Memorandum shall, in relation to each Series, be read and construed on the basis that such documents and agreements are incorporated into and form part of this Programme Memorandum and the Series Supplement relating to that Series.

No person is authorised to give any information or to make any representation concerning any Series or the issue of any Notes in any Series other than those contained in or consistent with (or to be contained in or consistent with) this Programme Memorandum as read with the Series Supplement relating to that Series. If any such information is given or representation made, it must not be relied upon as having been authorised by the Issuer or the Debt Sponsor or the Arranger or any Series Seller or any Series Security SPV or any Dealer or any of their respective Affiliates or advisers.

Neither the delivery of this Programme Memorandum nor the delivery of any Series Supplement nor any offer, sale, allotment or solicitation made in connection with the offering of the Notes will, in any circumstances, create any implication or constitute a representation that there has been no change in the affairs of the Issuer or the Debt Sponsor or the Arranger or any of the Dealers since the Programme Date or that the information contained in or incorporated by reference into this Programme Memorandum is correct at any time subsequent to the Programme Date.

Neither the delivery of this Programme Memorandum nor the delivery of the Series Supplement relating to a Series nor any offer, sale, allotment or solicitation made in connection with the offering of Notes in that Series will, in any circumstances, create any implication or constitute a representation that there has been no change in the affairs of any of the Series Seller(s) relating to that Series or the Series Security SPV incorporated in respect of that Series since the date of that Series Supplement or that the information contained in or incorporated by reference into this Programme Memorandum and that Series Supplement is correct at any time subsequent to the date of that Series Supplement.

In relation to each Series, neither the Series Seller(s) relating to that Series nor any of their respective Affiliates or advisers have (or will have) separately verified the information contained in or incorporated by reference into this Programme Memorandum and the Series Supplement relating to that Series, save for the information, set out (or to be set out) in that Series Supplement, regarding the those Series Seller(s) and the credit operations of those Series Seller(s). Accordingly, neither those Series Seller(s) nor any of their respective Affiliates or advisers makes (or will have made) any representation, express or implied, or accepts (or will have accepted) any responsibility, with respect to the accuracy or completeness of any of such information or any other information supplied (or to be supplied) in connection with the Programme, this Programme Memorandum, that Series Supplement or the Notes in that Series, save for the information, set out (or to be set out) in that Series Supplement regarding those Series Seller(s) and the credit operations of those Series Seller(s).

Neither this Programme Memorandum nor any Series Supplement nor any other information supplied in connection with the Programme and/or the Notes is intended to provide a basis for any credit or other evaluation, or should be considered as a recommendation by the Issuer or the Debt Sponsor or the Arranger or any Series Seller or any Series Security SPV or any Dealer that any recipient of this Programme Memorandum or any Series Supplement or any other information supplied in connection with the Programme and/or the Notes should subscribe for or purchase any Notes.

Each person contemplating making an investment in the Notes must make its own investigation and analysis of the financial condition and affairs, and its own appraisal of the credit worthiness, of the Issuer and the terms of the offering and its own determination of the suitability of any such investment, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such investment (see Section 13 of this Programme Memorandum headed "*Investment Considerations*"). Neither the Arranger nor the Debt Sponsor nor any of the Dealers undertake (or will have undertaken) to review the financial condition or affairs of the Issuer or to advise any investor or potential investor in the Notes of any information coming to the attention of the Arranger or the Debt Sponsor or the Dealers.

Neither this Programme Memorandum nor any Series Supplement nor any other information supplied in connection with the Programme and/or the Notes constitutes (or will have constituted) an offer or an invitation by or on behalf of the Issuer, the Debt Sponsor, the Arranger, any Series Seller, any Series Security SPV or any of the Dealers to any person to subscribe for or purchase any Notes.

The distribution of this Programme Memorandum and/or any Series Supplement and the offering or sale of Notes in certain jurisdictions may be restricted by law. No representation is made by the Issuer or the Arranger or the Debt Sponsor or any Series Seller or any Series Security SPV or any of the Dealers that this Programme Memorandum and/or any Series Supplement may be lawfully distributed, or that the Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, and none of them assumes any responsibility for facilitating any such distribution or offering.

In particular, save for obtaining the approval of this Programme Memorandum by the JSE, no action has been taken by the Issuer or the Arranger or the Debt Sponsor or any Series Seller or any Series Security SPV or any of the Dealers which would permit a public offering of any Notes or the distribution of this Programme Memorandum and/or any Series Supplement in any jurisdiction where action for that purpose is required. Accordingly, the Notes may not be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any Series Supplement nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with all applicable laws and regulations. Persons into whose possession this Programme Memorandum and/or any Series Supplement comes are required by the Issuer, the Arranger, the Debt Sponsor, each Series Seller, each Series Security SPV and the Dealers to inform themselves about and to observe any such restrictions.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (the "**US Securities Act**") and may not be offered or sold within the United States or to, or for the account of or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the US Securities Act. In particular, there are restrictions on the distribution of this Programme Memorandum and each Series Supplement, and the offer or sale of Notes, in the United States of America, the European Economic Area, the United Kingdom and South Africa (see Section 14 of this Programme Memorandum headed "*Subscription and Sale*").

The terms of this Programme Memorandum and/or any Series Supplement, if sent to persons resident in jurisdictions outside South Africa, may be affected by the laws of the relevant jurisdiction. Such persons should inform themselves about and observe any applicable legal requirements in any such jurisdiction. It is the responsibility of any such person wishing to subscribe for or purchase the Notes to satisfy himself as to the full observance of the laws of the relevant jurisdiction therewith. If and to the extent that this Programme Memorandum and/or any Series Supplement is illegal in any jurisdiction, this Programme Memorandum and/or that Series Supplement is not made in such jurisdiction and this Programme Memorandum and/or that Series Supplement is sent to persons in such jurisdiction for information purposes only.

The yield/price, the amount, and the allocation of each Tranche of Notes in a Series to be issued under the Programme pursuant to this Programme Memorandum (as read with the Series Supplement relating to that Series) will be determined by the Issuer and the relevant Dealer/s and/or the Arranger at the time of issue in accordance with the prevailing market conditions. In connection with the issue and distribution of any Tranche of Notes in a Series, the Issuer or the Dealer who is designated in the Applicable Pricing Supplement relating to that Tranche as the approved stabilisation manager (the "**Stabilisation Manager**") may, to the extent permitted by and in accordance with Applicable Laws, over-allot or effect transactions with a view to supporting the market price of Notes in the same Sub-Series as that Tranche of Notes at a level higher than that which might otherwise prevail for a limited period after the Issue Date, as agreed with the JSE. However, there will be no obligation on the Stabilisation Manager or any of its agents to do this. If the Issuer is not the Stabilisation Manager, the Stabilisation Manager shall act as principal and not as agent of the Issuer, and in no circumstances shall the Issuer be obliged to issue more than the aggregate Principal Amount of that Tranche of Notes. Such stabilising, if

commenced, may be discontinued at any time, must be brought to an end after a limited period and must be carried out in accordance with all Applicable Laws. Any loss resulting from such stabilisation shall be borne, and any net profit arising therefrom shall be retained, by the Stabilisation Manager for its own account.

TABLE OF CONTENTS

Section		Page
Section 1	Documents Incorporated by Reference	9
Section 2	Programme Overview	12
Section 3	General Description of the Notes	16
Section 4	Summary of the Programme	18
Section 5	Form of the Notes	30
Section 6	Form of the Series Supplement	32
Section 7	Form of the Applicable Pricing Supplement	34
Section 8	Terms and Conditions of the Notes	43
Section 9	Use of Proceeds	74
Section 10	Security Structure	75
Section 11	The Issuer	78
Section 12	General Description of the Business of the Issuer	80
Section 13	Investment Considerations	81
Section 14	Subscription and Sale	85
Section 15	South African Taxation	88
Section 16	Exchange Control	91
Section 17	Settlement, Clearing and Transfer	92
Section 18	General Information	94
Section 19	Definitions	96

Section 1

DOCUMENTS INCORPORATED BY REFERENCE

The following documents and agreements are deemed to be incorporated by reference into, and to form part of, this Programme Memorandum:

- a) the audited annual financial statements of the Issuer for the financial years ended 30 June 2012, 30 June 2013 and 30 June 2014 together with such statements, reports and notes attached to (or intended to be read with) such financial statements;
- b) the audited annual financial statements of the Issuer, together with such statements, reports and notes attached to (or intended to be read with) such financial statements, in respect of all financial years of the Issuer after the Restatement Date;
- c) the memorandum of incorporation of the Issuer;
- d) the trust deed of the Issuer Owner Trust;
- e) the trust deed of the Security SPV Owner Trust;
- f) the Non-Disposal Agreement;
- g) the Issuer Owner Trustee Pledge;
- h) the Programme Management Agreement;
- i) the Paying Agent Agreement;
- j) the Programme Dealer Agreement;
- k) the Transfer Agent Agreement (if any);
- l) each Series Supplement;
- m) each Applicable Pricing Supplement;
- n) each supplement to the Programme Memorandum circulated by the Issuer from time to time, as set out below;
- o) each monthly register made available by the CSD Participants to the CSD;
- p) all information pertaining to the Issuer which is relevant to the Programme which is electronically disseminated by the Stock Exchange News Service ("**SENS**") established by the JSE, to SENS subscribers, from time to time.

The Issuer will provide at the address of the Issuer as set out at the end of this Programme Memorandum, without charge, a copy of this Programme Memorandum and any or all of the documents which are incorporated herein by reference, unless such documents have been modified or superseded, in which case the modified or superseding documentation will be provided (including without limitation, the most recently obtained register made available by the CSD Participants to the CSD). The updated statutory documents of the Issuer will be available at the offices of the company secretary at 1st Floor, 32 Fricker Road, Illovo, 2196. The documents listed in paragraphs (l) to (n) above and this Programme Memorandum will further be made available on the Issuer's website at www.sasfin.co.za and on the JSE's website at www.jse.co.za while the documents listed in paragraph (a) and (b) will be made available on the Issuer's website at www.sasfin.co.za only, as and when such documents are approved and become available. Should any person have difficulty in attaining the documents incorporated by reference, they may contact the JSE or the Issuer for assistance. Requests for such documents should be directed to the Issuer at its address as set out at the end of this Programme Memorandum.

Any statement contained in this Programme Memorandum and/or in any document and/or agreement which is incorporated

by reference into this Programme Memorandum will be deemed to be modified or superseded for the purposes of this Programme Memorandum to the extent that a statement contained in any subsequent document and/or agreement which is deemed to be incorporated by reference into this Programme Memorandum modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The following documents and agreements are deemed to be incorporated by reference into, and to form part of, the Series Supplement relating to a Series:

- a) the memorandum of incorporation of the Series Security SPV incorporated in respect of that Series;
- b) the Series Common Terms Agreement relating to that Series;
- c) the Series Sale Agreement(s) relating to that Series;
- d) the Series Bank Agreement(s) relating to that Series;
- e) the Series Manager Agreement relating to that Series;
- f) the Series Servicer Agreement (if any) relating to that Series;
- g) the Series Liquidity Facility Agreement(s) (if any) relating to that Series;
- h) the Series First Loss Loan Agreement(s) (if any) relating to that Series;
- i) the Series Subordinated Loan Agreement(s) (if any) relating to that Series;
- j) the Series Hedge Agreement(s) (if any) relating to that Series;
- k) the Series Guarantee relating to that Series;
- l) the Series Indemnity relating to that Series;
- m) the Series Issuer Security Agreement(s) relating to that Series;
- n) the Series Preference Share Subscription Agreement relating to that Series;
- o) each Series Supplement Annexure relating to that Series;
- p) each other agreement and/or document which is specified as a Series Transaction Agreement in the Series Supplement relating to that Series.

The Issuer will provide at the address of the Issuer as set out at the end of this Programme Memorandum, without charge, a copy of any or all of the documents which are incorporated herein by reference, unless such documents have been modified or superseded, in which case the modified or superseding documentation will be provided. Should any person have difficulty in attaining the documents incorporated by reference, they may contact the JSE for assistance. Requests for such documents should be directed to the Issuer at its address as set out at the end of this Programme Memorandum.

Any statement contained in a Series Supplement and/or in any document and/or agreement which is incorporated by reference into that Series Supplement will be deemed to be modified or superseded for the purposes of that Series Supplement to the extent that a statement contained in any subsequent document and/or agreement which is deemed to be incorporated by reference into that Series Supplement modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

It is recorded, for the avoidance of doubt, that a document and/or agreement which is incorporated by reference into this Programme Memorandum or a Series Supplement, as the case may be, does not become a term of the Applicable Terms and Conditions (or the Terms and Conditions) by virtue of the incorporation of such document and/or agreement by reference into this Programme Memorandum or that Series Supplement, as the case may be.

The Issuer will, for so long as any Notes in a Tranche remain outstanding and listed on the Interest Rate Market of the JSE, publish a new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be, where:

- a) there has been a change in the condition (financial or otherwise) of the Issuer which is material in the context of the Notes; or
- b) an event has occurred which affects any matter contained in this Programme Memorandum, the disclosure of which would reasonably be required by Noteholders and/or potential investors in the Notes; or
- c) any of the information contained in this Programme Memorandum becomes outdated in a material respect; or
- d) this Programme Memorandum no longer contains all the material correct information required by the Applicable Procedures; or
- e) there has been any amendment of the Terms and Conditions pursuant to Condition 22,

provided that no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required to be published by the Issuer in respect of the Issuer's annual financial statements if such annual financial statements are incorporated by reference into this Programme Memorandum and such annual financial statements are published, as required by the Companies Act, and submitted to the JSE within six months after the financial year end of the Issuer.

Any such new Programme Memorandum or Programme Memorandum as supplemented, as the case may be, will be deemed to have substituted the previous Programme Memorandum from the date of issue of the new Programme Memorandum or Programme Memorandum as supplemented, as the case may be. A copy of any such new Programme Memorandum or Programme Memorandum as supplemented, as the case may be, will be made available at the registered office of the Issuer as set out at the end of this Programme Memorandum, without charge. Should any person have difficulty in attaining these documents they may contact the JSE for assistance. Requests for such documents should be directed to the Issuer at its registered office as set out at the end of this Programme Memorandum.

Where any Tranche of Notes is listed on the Interest Rate Market of the JSE, the Issuer will, in connection with an increase in the Programme Amount (as contemplated in Section 3 of this Programme Memorandum headed "*General Description of the Notes*"), submit to the JSE, among other things, detailed supplementary listing particulars specifying the nature and extent of any material change to the financial position or affairs of the Issuer which is not then reflected in this Programme Memorandum or any supplement to this Programme Memorandum.

Section 2

PROGRAMME OVERVIEW

A Programme overview is set out below. The Programme overview does not purport to be complete and is taken from, and should be read in conjunction with, the remainder of this Programme Memorandum and, in relation to a Tranche of Notes in a Series, the Terms and Conditions, as read with the Series Supplement relating to that Series and the Applicable Pricing Supplement.

General

The Issuer is a public company the entire issued ordinary share capital of which is beneficially owned by the Issuer Owner Trust. The Security SPV Owner Trust is or will be the holder of all of the ordinary shares in the share capital of each Series Security SPV.

In terms of the Non-Disposal Agreement, the Issuer Owner Trust will undertake, in favour of the Security SPV Owner Trust, not (at any time during the duration of the Programme) to sell, dispose of or otherwise alienate or encumber any of the Issuer Owner Trust's ordinary shares in the Issuer.

The Issuer Owner Trust's obligations under the Non-Disposal Agreement will, in terms of the Issuer Owner Trustee Pledge, be secured by a pledge and cession *in securitatem debiti* of all of the Issuer Owner Trust's ordinary shares in the Issuer in favour of the Security SPV Owner Trust.

The Issuer will appoint the Programme Manager, in terms of the Programme Management Agreement, to manage and administer the Programme and the Business, for and on behalf of the Issuer.

Segregation of each Series

A separate Series of Notes will be issued in respect of each Series. The Series Assets and the Series Liabilities, respectively, relating to each Series will comprise a separate sub-set of the assets and the liabilities, respectively, of the Issuer in respect of that Series. The Programme Manager will assist the Issuer in ensuring that the Series Assets and the Series Liabilities, respectively, relating to each Series are identified in the Accounting Records (by way of the prefixing of a unique numeral) as being attributable solely to that Series, and that the Series Assets and the Series Liabilities, respectively, relating to each Series are segregated from the Series Assets and the Series Liabilities, respectively, relating to each other Series. The proceeds from the issue of each Tranche of Notes in a Series may only be applied by the Issuer to the Series Liabilities relating to that Series and then only for the purposes expressly permitted in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche. A separate Series Security SPV will be incorporated, in respect of each Series, for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series. Each Series Security SPV will be a separate legal entity and will be independent from each other Series Security SPV. A separate set of Series Transaction Documents (including the Series Security Agreements) will be applicable to each Series.

The Issuer will, in making payments to the Noteholders in, and the other Series Secured Creditors of, a Series, in terms of the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series, rely solely on the Series Assets relating to that Series.

Following a Guarantee Event in respect of a Series, the Series Security SPV incorporated in respect of that Series will, in making payments to the Noteholders in, and the other Series Secured Creditors of, that Series, in terms of the Series Guarantee relating to that Series, rely solely on the amounts which that Series Security SPV recovers pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

Series Supplement

The Issuer will prepare a Series Supplement in respect of each Series. The Series Conditions of the Notes in a Series and

all information in respect of that Series (which is not set out in this Programme Memorandum) will be set out in the Series Supplement relating to that Series (see Section 6 of this Programme Memorandum headed "*Form of the Series Supplement*"). The Series Supplement relating to a Series may also provide (among other things) for a revolving period during which additional Participating Assets of that Series may be purchased by the Issuer and for an amortisation period.

Issue of Notes in a Series and purchase of Participating Assets

A Tranche of Notes in a Series will be issued on, and subject to, the Applicable Terms and Conditions of that Tranche. The Applicable Terms and Conditions of a Tranche of Notes in a Series are the Terms and Conditions, as replaced, amended and/or supplemented by the Series Conditions of the Notes in that Series, and as further replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes.

The Issuer will subject to and as set out in the Series Supplement relating to a Series:

- a) from time to time purchase Participating Assets of that Series from the Series Seller(s) relating to that Series, in terms of the Series Sale Agreement(s) relating to that Series;
- b) finance the purchase price of the Participating Assets of that Series through the issue of one or more Tranches of Notes in that Series;
- c) if so specified in the Series Supplement relating to that Series, appoint the Series Servicer, in terms of the Series Servicer Agreement relating to that Series, to administer the collection and recovery of amounts payable to the Issuer in respect of the Participating Assets of that Series;
- d) appoint the Series Manager, in terms of the Series Manager Agreement relating to that Series, to manage the day-to-day operations of that Series (including the Participating Assets of that Series and the Notes in that Series), it being recorded that such management will include the application of the Priority of Payments applicable to that Series to payments made to the Noteholders in, and the other Series Secured Creditors, of that Series and the calculation of the amounts payable to such Noteholders, as contemplated in Condition 10;
- e) depending on the nature of the Participating Assets of that Series and the requirements of the Rating Agency, enter into such Series Liquidity Facility Agreement(s) and/or First Loss Loan Agreement(s) and/or Subordinated Loan Agreement(s) in respect of that Series as are specified in the Series Supplement relating to that Series;
- f) if so specified in the Series Supplement relating to that Series, enter into such Series Hedge Agreement(s) in respect of that Series as are specified in that Series Supplement (i) in order to mitigate the interest rate risk arising from amounts payable to the Issuer in respect of the Participating Assets of that Series and/or the Notes in that Series and/or (ii) in order to mitigate any other risk or exposure the Issuer may have in relation to that Series.

The Securitisation Regulations

The Registrar of Banks confirmed, on 12 July 2007 (as read with the approval letter from the Registrar of Banks dated 20 January 2011), that the Issuer is authorised to issue the Notes in Series 1 under the Programme, pursuant to this Programme Memorandum as read with the Series 1 Supplement, for purposes of the securitisation scheme contemplated in the Programme, in accordance with and subject to the Securitisation Regulations.

The issue of the Notes in each other Series under the Programme, pursuant to this Programme Memorandum as read with the Series Supplement relating to that Series, for purposes of the securitisation scheme contemplated in the Programme requires the prior written consent of the Registrar of Banks, in terms of the Securitisation Regulations.

Subordination

The Notes in each Series are direct, limited recourse, secured obligations of the Issuer. The claims of each Noteholder in a Series against the Issuer under the Applicable Terms and Conditions or, following a Guarantee Event in respect of that

Series, against the Series Security SPV incorporated in respect of that Series under the Series Guarantee relating to that Series, as the case may be, are subordinated, in accordance with the Priority of Payments applicable to that Series, to the claims of the Issuer's creditors in respect of that Series (including Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series) that rank prior to such Noteholder in the Priority of Payments applicable to that Series.

Notwithstanding the subordination contemplated above, each Noteholder in a Series will be entitled to receive payment, on any date, of the amount due and payable to such Noteholder by the Issuer under the Applicable Terms and Conditions on that date, to the extent that there are Available Funds for that purpose in terms of the Pre-Enforcement Priority of Payments applicable to that Series; provided that:

- a) all of the Issuer's creditors in respect of that Series (including Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series) that rank prior to such Noteholder in the Pre-Enforcement Priority of Payments applicable to that Series have been paid in full all the amounts due and payable to them by the Issuer on that date (or such amounts have been provided for in full);
- b) all amounts which the Issuer is required, on or as at that date, to retain by way of a provision to meet actual or anticipated future expenses or liabilities to the Issuer's creditors in respect of that Series (including Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series) that rank prior to such Noteholder in the Pre-Enforcement Priority of Payments applicable to that Series have been retained.

Priority of Payments

The Priority of Payments applicable to a Series is the sequence in which the Issuer or, following a Guarantee Event in respect of that Series, the Series Security SPV incorporated in respect of that Series, as the case may be, will make payments to the Issuer's creditors in respect of that Series (including the Noteholders in, and the other Series Secured Creditors of, that Series). The Pre-Enforcement Priority of Payments applicable to a Series will apply prior to the Enforcement Date in respect of that Series and the Post-Enforcement Priority of Payments applicable to a Series will apply on and after the Enforcement Date in respect of that Series.

Each Noteholder in a Series will be contractually bound by the Priority of Payments applicable to that Series in terms of the Series Guarantee relating to that Series and the Applicable Terms and Conditions. Each other Series Secured Creditor of that Series will be contractually bound by the Priority of Payments applicable to that Series in terms of the Series Transaction Agreement(s) relating to that Series entered into by that Series Secured Creditor and/or the Series Common Terms Agreement relating to that Series.

All payments to be made to each Noteholder in, and each other Series Secured Creditor of, a Series, whether made by the Issuer or by the Series Security SPV incorporated in respect of that Series following a Guarantee Event in respect of that Series, will be made to the extent permitted by and strictly in accordance with the Priority of Payments applicable to that Series.

Security

The Series Security SPV incorporated in respect of a Series will guarantee the Issuer's obligations to the Noteholders in, and the other Series Secured Creditors of, that Series in terms of the Series Guarantee relating to that Series.

The Issuer will indemnify the Series Security SPV incorporated in respect of a Series, in terms of the Series Indemnity relating to that Series, in respect of claims made against that Series Security SPV under the Series Guarantee relating to that Series.

The Issuer's obligations to the Series Security SPV incorporated in respect of a Series, under the Series Indemnity relating to that Series, will be secured, in terms of the Series Issuer Security Agreement(s) relating to that Series, by (i) a pledge and cession *in securitatem debiti*, in favour of that Series Security SPV, of the Series Assets relating to that Series and/or

(ii) such other real rights of security in all or any of the Series Assets relating to that Series, as are granted (whether by way of pledge, mortgage or otherwise) in favour of that Series Security SPV. The nature of the Series Issuer Security Agreement(s) relating to a Series will depend on the nature of the Series Assets relating to that Series and the requirements of the Rating Agency.

Enforcement of Security

Following a Guarantee Event in respect of a Series (and promptly after the Enforcement Date in respect of that Series), the Series Security SPV incorporated in respect of that Series will, in terms of the Series Guarantee relating to that Series:

- a) enforce the remedies available to that Series Security SPV under the Series Security Agreements relating to that Series (and such other remedies as may be available to it at law) and realise the Series Assets relating to that Series for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series;
- b) subject to the Guarantee Conditions set out in the Series Guarantee relating to that Series, out of the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series, pay the Noteholders in, and the other Series Secured Creditors of, that Series, to the extent permitted by and strictly in accordance with the Post-Enforcement Priority of Payments applicable to that Series.

Limited enforcement and recourse

Subject to Condition 14, only the Series Security SPV incorporated in respect of a Series may enforce the security created in favour of that Series Security SPV by the Series Security Agreements relating to that Series, subject to and in accordance with such Series Security Agreements and the other Series Transaction Agreements relating to that Series.

The recourse of the Noteholders in, and the other Series Secured Creditors of, a Series will be limited to the aggregate amount recovered by the Series Security SPV incorporated in respect of that Series pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series. The liability of the Series Security SPV incorporated in respect of a Series, under the Series Guarantee relating to that Series, will never exceed the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

Series Preference Share Subscription Agreement

The Series Preference Shareholder relating to a Series holds or will hold the Preference Shares relating to that Series. The Preference Shares relating to a Series will entitle the Series Preference Shareholder relating to that Series to participate in the profits of the Issuer available for distribution on each Preference Dividend Payment Date by way of a Preference Dividend, solely to the extent permitted by and in accordance with the Priority of Payments applicable to that Series.

Section 3

GENERAL DESCRIPTION OF THE NOTES

A general description of the Notes is set out below. The general description does not purport to be complete and is taken from, and should be read in conjunction with, the remainder of this Programme Memorandum and, in relation to a Tranche of Notes in a Series, the Terms and Conditions, as read with the Series Supplement relating to that Series and the Applicable Pricing Supplement.

The Issuer may from time to time issue Notes (denominated in Rand) under the Programme, pursuant to this Programme Memorandum. The denomination of each Note will be the Specified Denomination. Unless specified otherwise in the relevant Series Supplement, the Notes will be issued with a minimum Specified Denomination of ZAR1 000 000.

A separate Series of Notes will be issued in respect of each Series. The Notes in each Series will be issued in individual Tranches which, together with other Tranches, may form a Sub-Series of Notes in that Series. A Tranche of Notes in a Series will be issued on, and subject to, the Applicable Terms and Conditions of that Tranche of Notes. The Applicable Terms and Conditions of a Tranche of Notes in a Series are the Terms and Conditions, as replaced, amended and/or supplemented by the Series Conditions of the Notes in that Series, and as further replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes.

The Issuer may, without the consent of any Noteholder, issue one or more further Tranches of Notes in a Series for the purposes expressly permitted in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that/those Tranche(s), subject to the satisfaction (or waiver) of the Conditions Precedent to Issue relating to that Series.

The Series Supplement relating to a Series will set out the Series Conditions of the Notes in that Series. The Applicable Pricing Supplement relating to a Tranche of Notes in a Series will set out, among other things, the terms and conditions of the Notes in that Tranche which (in addition to and/or in the place of any of the Terms and Conditions and/or any of the Series Conditions of the Notes in that Series) are applicable to all of the Notes in that Tranche.

The issue of the Notes in each Series must comply with the Securitisation Regulations.

The Notes in each Series are direct, limited recourse, secured obligations of the Issuer. A Tranche of Notes in a Series may be issued in any form including, without limitation, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-Linked Notes and/or such other type of Note as may be determined by the Issuer and specified in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche. A Tranche of Notes in a Series will not (save as is set out in this Programme Memorandum and/or the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche) be subject to any minimum or maximum maturity.

The Issuer may issue listed or unlisted Notes. The Issuer will inform the JSE in writing of the details of a Tranche of unlisted Notes prior to the Issue Date. Listed Notes will be listed on the Interest Rate Market of the JSE and/or on such other exchange(s) as may be determined by the Issuer and the relevant Dealer(s) subject to any Applicable Laws. If any Tranche of Notes in a Series is listed on any exchange other than (or in addition to) the JSE, the Issuer will, by no later than the last day of the month of issue of that Tranche, inform the JSE in writing of the aggregate Principal Amount, the Scheduled Maturity Date and the Final Maturity Date of that Tranche. A Tranche of Notes in a Series listed on any exchange other than (or in addition to) the JSE will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that exchange. Unlisted Notes are not regulated by the JSE.

The Programme is not rated. A Tranche of Notes in a Series may, on or before the Issue Date, be rated by the Rating Agency on a national scale or international scale basis. The Rating of a Tranche of Notes in a Series, and the Rating

Agency which assigned such rating, will be specified in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement. A Rating of a Tranche of Notes in a Series is not a recommendation to subscribe for, buy, sell or hold any Notes and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. A Rating of a Tranche of Notes in a Series only addresses the likelihood that the aggregate Outstanding Principal Amount of Notes in that Tranche will be fully repaid by the Final Maturity Date and that the interest payable in respect of the Notes in that Tranche will be paid on a timely basis. A Rating of a Tranche of Notes in a Series does not address the likelihood of repayment of the aggregate Outstanding Principal Amount of such Notes before the Final Maturity Date. Unrated Tranches of Notes in a Series may also be issued provided that the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer that all of its respective current Rating(s) of Tranches of Notes in that Series then in issue would be adversely affected by the issue of such unrated Tranches of Notes.

As at the Programme Date, the Programme Amount is ZAR5 billion. From time to time the Issuer may wish to increase the Programme Amount. Subject (for as long as any Tranche of Notes in a Series is listed on the Interest Rate Market of the JSE) to the requirements of the JSE and (for as long as any Tranche of Notes in a Series is listed on any exchange other than (or in addition to) the JSE) to the requirements of such exchange, and subject to any Applicable Laws and the Programme Dealer Agreement, the Issuer may, without the consent of any Noteholder, increase the Programme Limit by delivering a notice thereof to the Debt Sponsor, the Arranger and the Dealers. Upon such notice being given and the conditions set out in the Programme Dealer Agreement to the exercise of this right having been met, all references in this Programme Memorandum, each Series Supplement (and each other agreement, deed or document relating to the Programme and each Series) to the Programme Amount will be, and will be deemed to be, references to the increased Programme Amount set out in such notice.

Section 4

SUMMARY OF THE PROGRAMME

A summary of the Programme and the Terms and Conditions is set out below. The summary does not purport to be complete and is taken from, and should be read in conjunction with, the remainder of this Programme Memorandum and, in relation to a Series (and a Tranche of Notes in that Series), the Terms and Conditions, as read with the Series Supplement relating to that Series and the Applicable Pricing Supplement relating to that Tranche.

THE PROGRAMME TRANSACTION PARTIES:

Issuer	South African Securitisation Programme (RF) Limited (see Section 11 of this Programme Memorandum headed ("The Issuer")).
Issuer Owner Trust	South African Securitisation Issuer Owner Trust.
Issuer Owner Trustee	Maitland Trustees Proprietary Limited.
Security SPV Owner Trust	South African Securitisation Programme Security SPV Owner Trust.
Security SPV Owner Trustee	Maitland Trustees Proprietary Limited.
Arranger	Sasfin Bank Limited (" Sasfin ") or such other arranger as may be appointed by the Issuer as specified in the applicable Series Supplement.
Programme Manager	Sasfin Bank Limited or such other programme manager as may be appointed by the Issuer as specified in the applicable Series Supplement.
Dealer(s)	Sasfin and each Dealer appointed under the Programme from time to time pursuant to the Programme Dealer Agreement, which appointment may be for a specific issue or on an ongoing basis, as contemplated in Section 13 of this Programme Memorandum headed " <i>Subscription and Sale</i> ".
Paying Agent	Nedbank, unless the Issuer elects to appoint another entity as Paying Agent, as contemplated in Condition 17.
Transfer Agent	Nedbank, unless the Issuer elects to appoint another entity as Transfer Agent, as contemplated in Condition 17.
Rating Agency	Fitch Southern Africa Proprietary Limited (" Fitch ") or, in relation to a Tranche of Notes in a Series, such other Rating Agency (if any) as is specified in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement.
Auditor	KPMG, or such other independent auditor (or independent firm of auditors) as may be selected by the Issuer from time to time.

DESCRIPTION OF THE PROGRAMME:

Description of the Programme	South African Securitisation Programme (RF) Limited ZAR5 billion Multi-Seller Segregated Asset Backed Note Programme.
-------------------------------------	---

Programme Amount The Programme Amount is ZAR5 billion, unless such amount is increased by the Issuer as set out in Section 3 of this Programme Memorandum headed "General Description of the Notes".

THE SERIES TRANSACTION PARTIES:

Series Seller(s)	In relation to a Series, each person selected by the Issuer as a Series Seller for purposes of that Series.
Series Secured Creditors	In relation to a Series, each of the creditors of the Issuer in respect of that Series (including the Noteholders in that Series) set out in the Priority of Payments relating to that Series that is a party to a Series Transaction Agreement relating to that Series.
Series Security SPV	In relation to a Series, the Series Security SPV specified as such in the Series Supplement relating to that Series, incorporated in respect of that Series for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series.
Series Manager	In relation to a Series, the person appointed as Series Manager under the terms of the Series Manager Agreement relating to that Series.
Series Servicer	In relation to a Series (where applicable), the person appointed as Series Servicer under the terms of the Series Servicer Agreement relating to that Series.
Series Liquidity Facility Provider(s)	In relation to a Series (where applicable), each Eligible Institution having the Required Credit Rating or which the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer that its respective current Rating(s) of the Notes in that Series then in issue would be adversely affected, as the case may, selected by the Issuer as a Series Liquidity Facility Provider for purposes of that Series.
Series Subordinated Lender(s)	In relation to a Series (where applicable), each person selected by the Issuer as a Series Subordinated Lender for purposes of that Series.
Series First Loss Loan Provider(s)	In relation to a Series (where applicable), each person selected by the Issuer as a Series First Loss Loan Provider for purposes of that Series.
Series Hedge Counterparty(ies)	In relation to a Series, (where applicable), each Eligible Institution having the Required Credit Rating or which the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer that its respective current Rating(s) of the Notes in that Series then in issue would be adversely affected, as the case may, selected by the Series Manager relating to that Series (as agent for the Issuer) as a Series Hedge Counterparty for purposes of that Series.
Series Account Bank(s)	In relation to a Series, each Eligible Institution which is a Bank having the Required Credit Rating or which the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer that its

respective current Rating(s) of the Notes in that Series then in issue would be adversely affected, as the case may, selected by the Issuer and the Series Security SPV incorporated in respect of that Series as a Series Account Bank for purposes of that Series.

**Series Preference
Shareholder**

In relation to a Series, the registered holder from time to time of the Preference Shares relating to that Series will hold such Preference Shares pursuant to the Series Preference Share Subscription Agreement relating to that Series. The Preference Shares relating to a Series will entitle the Series Preference Shareholder relating to that Series to participate in the profits of the Issuer available for distribution on each Preference Dividend Payment Date by way of a Preference Dividend, to the extent permitted by and strictly in accordance with the Priority of Payments applicable to that Series.

THE SERIES ASSETS AND THE SERIES LIABILITIES:

Segregation of each Series The Programme Manager will assist the Issuer in ensuring that the Series Assets and the Series Liabilities, respectively, relating to each Series are identified in the Accounting Records as being attributable solely to that Series, and that the Series Assets and the Series Liabilities, respectively, relating to each Series are segregated from the Series Assets and the Series Liabilities, respectively, relating to each other Series. A separate Series Security SPV will be incorporated, in respect of each Series, for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series. Each Series Security SPV will be a separate legal entity and will be independent from each other Series Security SPV. A separate set of Series Transaction Documents (including Series Security Agreements) will be applicable to each Series. The Issuer will, in making payments to the Noteholders in, and the other Series Secured Creditors of, a Series, in terms of the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series, rely solely on the Series Assets of that Series. Following a Guarantee Event in respect of a Series, the Series Security SPV incorporated in respect of that Series will, in making payments to the Noteholders in, and the other Series Secured Creditors of, that Series, in terms of the Series Guarantee relating to that Series, rely solely on the amounts which that Series Security SPV recovers pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

Series Assets

The Series Assets relating to a Series will be defined (and specified as such) in the Series Supplement relating to that Series and will be attributable solely to that Series, including:

- the Participating Assets of that Series purchased by the Issuer in terms of the Series Sale Agreement(s) relating to that Series;
- all of the Issuer's right, title and interest in and to the Permitted Investments relating to that Series and all principal, income and other amounts accrued in respect of such Permitted Investments;

- all of the Issuer's right, title and interest in and to the Series Bank Accounts relating to that Series and the Account Monies relating to that Series;
- all of the Issuer's rights and claims under the Series Transaction Agreements relating to that Series including, without limitation, the benefit of all representations, warranties, undertakings, covenants, indemnities and promises made by any party in favour of the Issuer under such Series Transaction Agreements; and
- all proceeds of any of the above.

Further details of the type and nature of the Series Assets relating to a Series will be specified in the Series Supplement relating to that Series.

Series Liabilities

The Series Liabilities relating to a Series will be defined (and specified as such) in the Series Supplement relating to that Series and will be attributable solely to that Series. Details of the type and nature of the Series Liabilities relating to a Series will be specified in the Series Supplement relating to that Series.

Participating Assets

There is no limitation on the type or nature of the Participating Assets of a Series that the Issuer may purchase and/or maintain under the Programme. However, the Issuer will only be able to purchase Participating Assets of that Series from the Series Seller(s) relating to that Series if the Eligibility Criteria relating to that Series have been complied with. The Eligibility Criteria will be set out in the Series Supplement relating to that Series.

Series Bank Account(s)

In relation to a Series, all of the bank accounts held with the Series Account Bank(s) relating to that Series, by or on behalf of the Issuer, in relation to and for purposes of that Series (including transaction bank account(s), collections account(s), provisioning account(s), reserve account(s) and/or arrears reserve account(s)).

Permitted Investments

In relation to a Series, the Permitted Investments specified as such in the Series Supplement relating to that Series, in which the Issuer will invest the proceeds of the issue of each Tranche of Notes in that Series (and the Applicable Subordinated Loan(s) (if any) and/or the Applicable First Loss Loan(s) (if any) borrowed in respect of that Tranche of Notes), pending application in accordance with the Series Conditions relating to that Series.

Series Transaction Agreements

In relation to a Series, those of the Series Transaction Documents relating to that Series which are agreements entered into between, among others, the Issuer and one or more parties.

THE SERIES DOCUMENTS:

Series Supplement

The Series Conditions of the Notes in a Series and all information in respect of that Series (which is not set out in this Programme Memorandum) will be set out in the Series Supplement relating to that Series (see Section 6 of this Programme Memorandum headed "*Form of the Series Supplement*"). The Series Supplement relating to a Series may also provide (among other things)

for a revolving period (during which additional Participating Assets of that Series may be purchased by the Issuer) and for an amortisation period.

Series Transaction Documents

The Series Transaction Documents relating to a Series are this Programme Memorandum, the memorandum of incorporation of the Issuer, the trust deed of the Issuer Owner Trust, the trust deed of the Security SPV Owner Trust, the Non-Disposal Agreement, the Issuer Owner Trustee Pledge, the Programme Management Agreement, the Programme Dealer Agreement, the Paying Agent Agreement, the Transfer Agent Agreement (if any), the memorandum of incorporation of the Series Security SPV incorporated in respect of that Series, the Series Common Terms Agreement relating to that Series, each Series Sale Agreement relating to that Series, each Series Bank Agreement relating to that Series, each Series Liquidity Facility Agreement (if any) relating to that Series, each Series Hedge Agreement (if any) relating to that Series, each Series First Loss Loan Agreement (if any) relating to that Series, each Series Subordinated Loan Agreement (if any) relating to that Series, the Series Manager Agreement relating to that Series, the Series Servicer Agreement (if any) relating to that Series, the Series Security Agreements relating to that Series, the Series Preference Share Subscription Agreement relating to that Series, the Series Supplement relating to that Series, each Series Supplement Annexure relating to that Series, each Applicable Pricing Supplement relating to each Tranche of Notes in that Series, the Notes in that Series, the Applicable Terms and Conditions of each Tranche of Notes in that Series and each other agreement and/or document which is specified as a Series Transaction Document in the Series Supplement relating to that Series.

Series Security Agreements

The Series Security Agreements relating to a Series are the Series Guarantee relating to that Series, the Series Indemnity relating to that Series, each Series Issuer Security Agreement relating to that Series and each other Series Transaction Agreement relating to that Series which is specified as a Series Security Agreement in the Series Supplement relating to that Series.

THE NOTES:

Types of Notes

A Tranche of Notes in a Series may be issued in any form including, without limitation, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-Linked Notes and/or such other type of Note as may be determined by the Issuer and specified in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche. A Tranche of Notes in a Series will not (save as is set out in this Programme Memorandum and/or the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche) be subject to any minimum or maximum maturity.

Form of Notes

A Tranche of Notes in a Series will be issued in registered form, as described in Section 5 of this Programme Memorandum headed "*Form of the Notes*".

Noteholders	In relation to a Series, subject to Condition 4, the holders of Notes in that Series (as recorded in the Register).
Denomination of Notes	The denomination of each Note will be the Specified Denomination. Unless specified otherwise in the relevant Series Supplement, the Notes will be issued with a minimum Specified Denomination of ZAR1 000 000.
Currency	The Notes may only be issued in South African Rand (ZAR).
Applicable Terms and Conditions	A Tranche of Notes in a Series will be issued on, and subject to, the Applicable Terms and Conditions of that Tranche of Notes. The Applicable Terms and Conditions of a Tranche of Notes in a Series are the Terms and Conditions, as replaced, amended and/or supplemented by the Series Conditions of the Notes in that Series, and as further replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes.
Interest Rate	The Interest Rate (if any) applicable to a Tranche of Notes in a Series will be specified in the Applicable Pricing Supplement relating to that Tranche. A Tranche of Zero Coupon Notes will not bear interest.
Interest Periods	The Interest Period(s) (if any) applicable to a Tranche of Notes in a Series will be specified in the Applicable Pricing Supplement relating to that Tranche.
Interest Payment Date(s)	The Interest Payment Date(s) (if any) applicable to a Tranche of Notes in a Series will be specified in the Applicable Pricing Supplement relating to that Tranche.
Interest Step Up	The increased Interest Rate (if any) applicable to a Tranche of Notes in a Series which is not redeemed in full on or before the Scheduled Maturity Date will be specified in the Applicable Pricing Supplement relating to that Tranche.
Final Redemption	Subject to the Applicable Terms and Conditions, each Note in a Tranche will be redeemed at its Outstanding Principal Amount on the Final Maturity Date, together with interest (if any) accrued to the Final Maturity Date, as more fully described in Condition 7.1.
Scheduled Redemption	Subject to the Applicable Terms and Conditions, if the Issuer has exercised the Refinancing Option in respect of a Tranche of Notes in a Series, the Issuer will redeem each Note in that Tranche at its Outstanding Principal Amount on the Scheduled Maturity Date, together with interest (if any) accrued to the Scheduled Maturity Date, as more fully described in Condition 7.2.
Mandatory Redemption following a Guarantee Event	Following a Guarantee Event in respect of a Series, the Notes in that Series will be immediately due and payable, and such Notes will be redeemed in accordance with Condition 13.2 and the Series Guarantee relating to that Series.
Optional Redemption for tax reasons	The Issuer may, at its option, redeem each Note in a Tranche of Notes in a Series at its Outstanding Principal Amount on any Interest Payment Date,

together with interest (if any) accrued to such Interest Payment Date, for tax reasons, as more fully described in Condition 7.3.

Optional Redemption for change in Applicable Law The Issuer may, at its option, redeem each Note in a Tranche of Notes in a Series at its Outstanding Principal Amount on any Interest Payment Date, together with interest (if any) accrued to such Interest Payment Date, where there has been a change in Applicable Law (other than taxation laws), as more fully described in Condition 7.4.

Further Issues of Notes in a Series The Issuer may, without the consent of any Noteholder, issue one or more further Tranche(s) of Notes in a Series for the purposes expressly permitted in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that/those Tranche(s), subject to the satisfaction (or waiver) of the Conditions Precedent to Issue relating to that Series.

Use of Proceeds The Issuer will apply the net proceeds from the issue of a Tranche of Notes in a Series only to the Series Liabilities relating to that Series and then only for the purposes expressly permitted in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement.

Status and Subordination The Notes in each Series are direct, limited recourse, secured obligations of the Issuer. The claims of each Noteholder in a Series against the Issuer under the Applicable Terms and Conditions or, following a Guarantee Event in respect of that Series, against the Series Security SPV incorporated in respect of that Series under the Series Guarantee relating to that Series, as the case may be, are subordinated, in accordance with the Priority of Payments applicable to that Series, to the claims of the Issuer's creditors in respect of that Series (including Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series) that rank prior to such Noteholder in the Priority of Payments applicable to that Series.

Priority of Payments The Priority of Payments applicable to a Series is the sequence in which the Issuer or, following a Guarantee Event in respect of that Series, the Series Security SPV incorporated in respect of that Series, as the case may be, will make payments to the Issuer's creditors in respect of that Series (including the Noteholders in, and the other Series Secured Creditors of, that Series).

The Pre-Enforcement Priority of Payments applicable to a Series will apply prior to the Enforcement Date in respect of that Series and the Post-Enforcement Priority of Payments relating to a Series will apply on and after the Enforcement Date in respect of that Series. Each Noteholder in a Series will be contractually bound by the Priority of Payments applicable to that Series in terms of the Series Guarantee applicable to that Series and the Applicable Terms and Conditions. Each other Series Secured Creditor of that Series will be contractually bound by the Priority of Payments applicable to that Series in terms of the Series Transaction Agreement(s) relating to that Series entered into by that Series Secured Creditor and/or the Series Common Terms Agreement relating to that Series. All payments to be made to the Noteholders

in, and the other Series Secured Creditors of, a Series, whether made by the issuer or by the Series Security SPV incorporated in respect of that Series (following a Guarantee Event in respect of that Series), will be made to the extent permitted by and strictly in accordance with the Priority of Payments applicable to that Series.

SECURITY STRUCTURE:

Non-Disposal Agreement and Issuer Owner Trustee Pledge

The Issuer is a public company the entire issued ordinary share capital of which is beneficially owned by the Issuer Owner Trustee. The Security SPV Owner Trustee is or will be the holder of all of the ordinary shares in the share capital of each Series Security SPV. In terms of the Non-Disposal Agreement, the issuer Owner Trustee will undertake, in favour of the Security SPV Owner Trustee, not (at any time during the duration of the Programme) to sell, dispose of or otherwise alienate or encumber any of the Issuer Owner Trustee's ordinary shares in the Issuer. The Issuer Owner Trustee's obligations under the Non-Disposal Agreement will, in terms of the Issuer Owner Trustee Pledge, be secured by a pledge and cession *in securitatem debiti* of all of the Issuer Owner Trustee's ordinary shares in the Issuer in favour of the Security SPV Owner Trustee.

Series Security Agreements

The Series Security SPV incorporated in respect of a Series will guarantee the Issuer's obligations to the Noteholders in, and the other Series Secured Creditors of, that Series in terms of the Series Guarantee relating to that Series. The Issuer will indemnify the Series Security SPV incorporated in respect of a Series, in terms of the Series Indemnity relating to that Series, in respect of claims made against that Series Security SPV under the Series Guarantee relating to that Series. The Issuer's obligations to the Series Security SPV incorporated in respect of a Series, under the Series Indemnity relating to that Series, will be secured, in terms of the Series Issuer Security Agreement(s) relating to that Series, by (i) a pledge and cession *in securitatem debiti*, in favour of that Series Security SPV, of the Series Assets relating to that Series and/or (ii) such other real rights of security in all or any of the Series Assets relating to that Series as are granted (whether by way of pledge, mortgage or otherwise) in favour of that Series Security SPV. The nature of the Series Issuer Security Agreement(s) relating to a Series will depend on the nature of the Series Assets relating to that Series and the requirements of the Rating Agency.

For a fuller description of the security structure relating to the Notes in a Series see Section 10 of this Programme Memorandum headed "*Security Structure*".

Enforcement of Security

Following a Guarantee Event in respect of a Series (and promptly after the Enforcement Date in respect of that Series), the Series Security SPV incorporated in respect of that Series will, in terms of the Series Guarantee relating to that Series:

- enforce the remedies available to that Series Security SPV under the Series Security Agreements relating to that Series (and such other remedies as may be available to it at law) and realise the Series Assets

relating to that Series for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series;

- subject to the Guarantee Conditions set out in the Series Guarantee relating to that Series, out of the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series, pay the Noteholders in, and the other Series Secured Creditors of, that Series, to the extent permitted by and strictly in accordance with the Post-Enforcement Priority of Payments applicable to that Series.

Limited Enforcement and Recourse

Subject to Condition 14, only the Series Security SPV incorporated in respect of a Series may enforce the security created in favour of that Series Security SPV by the Series Security Agreements relating to that Series, subject to and in accordance with such Series Security Agreements and the other Series Transaction Agreements relating to that Series. The recourse of the Noteholders in, and the other Series Secured Creditors of, a Series, will be limited to the aggregate amount recovered by the Series Security SPV incorporated in respect of that Series, pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series. The liability of the Series Security SPV incorporated in respect of a Series, under the Series Guarantee relating to that Series, will never exceed the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

GENERAL:

Register of Noteholders

The Register will list the CSD's Nominee (as the registered holder of each Tranche of Notes held in the CSD) and, in the case of unlisted Notes, each holder of Notes represented by an Individual Certificate. The holders of Beneficial Interests in Notes will not be listed in the Register. The CSD will keep electronic records of CSD Participants holding Beneficial Interests (a download of such electronic data will be available at the registered office of the Issuer) and CSD Participants will keep an electronic sub-register of their clients holding Beneficial Interests. Payments of all amounts payable in respect of Notes will be made to the person named as the registered holder of such Notes in the Register at 17h00 on the Last Day to Register (whether a Business Day or not).

Register Closed Period

The Register will, in respect of a Tranche of Notes issued in registered form, be closed during the ten days preceding each Interest Payment Date and the Applicable Maturity Date from 17h00 on the Last Day to Register until 17h00 on the day preceding the Interest Payment Date (where applicable) and the Applicable Maturity Date. The Last Day to Register will be the eleventh day (whether a Business Day or not) preceding each Interest Payment Date and the Applicable Maturity Date until 17h00 on that eleventh day.

Rating of the Notes	<p>The Programme is not rated. A Tranche of Notes in a Series may, on or before the Issue Date, be rated by the Rating Agency on a national scale or international scale basis. The Rating of a Tranche of Notes in a Series, and the Rating Agency which assigned such Rating, will be specified in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement. A Rating of a Tranche of Notes in a Series is not a recommendation to subscribe for, buy, sell or hold any Notes and may be subject to revision, suspension or withdrawal by the Rating Agency at any time. Unrated Tranches of Notes in a Series may also be issued provided that the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer that all of its respective current Rating(s) of Tranches of Notes in that Series then in issue would be adversely affected by the issue of such unrated Tranches of Notes.</p>
JSE Approval and Listing	<p>The restated and amended Programme Memorandum and Series Supplement were approved by the JSE on 12 August 2015. The Issuer may issue listed or unlisted Notes. Listed Notes will be listed on the Interest Rate Market of the JSE and/or on such other exchange(s) as may be determined by the Issuer and the relevant Dealer(s), subject to any Applicable Laws. The Series Supplement relating to a Series and/or the Applicable Pricing Supplement relating to a Tranche of Notes in that Series will specify whether or not the Notes in that Tranche will be listed and, if so, on which exchange(s).</p>
Clearing System	<p>In relation to a Tranche of Notes listed on the Interest Rate Market of the JSE, the CSD acting as the approved electronic clearing house, carrying on the role of matching, clearing and facilitation of settlement of all transactions carried out on the JSE.</p>
CSD	<p>In relation to a Tranche of Notes listed on the Interest Rate Market of the JSE, STRATE Proprietary Limited, a central securities depository licensed in terms of section 29 of the Financial Markets Act, or any additional or alternate depository approved by the Issuer.</p>
CSD Participants	<p>In relation to a Tranche of Notes listed on the Interest Rate Market of the JSE, a person accepted by the CSD as a participant in terms of the Financial Markets Act. As at the Restatement Date, the CSD Participants which are approved by the JSE as settlement agents are FirstRand Bank Limited, Nedbank Limited, the Johannesburg branch of Standard Chartered Bank, the South African branch of Citibank N.A., The Standard Bank of South Africa Limited, the Johannesburg branch of Société Générale and the South African Reserve Bank.</p>
Electronic Settlement	<p>Each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the rules and operating procedures for the time being of the JSE and the CSD through the CSD electronic settlement system. Euroclear Bank S.A/N.V., as operator of the Euroclear System ("Euroclear"), and Clearstream Banking, société anonyme ("Clearstream"), who settle offshore transfers, access the JSE through their</p>

nominated South African CSD Participant. The Notes will be cleared by CSD Participants who will follow the electronic settlement procedures prescribed by the JSE and the CSD. A Tranche of Notes in a Series which is listed on any exchange other than (or in addition to) the JSE will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that exchange.

Securitisation Regulations The Registrar of Banks confirmed, on 12 July 2007 (as read with the approval letter from the Registrar of Banks dated 20 January 2011), that the Issuer is authorised to issue the Notes in Series 1 under the Programme, pursuant to this Programme Memorandum as read with the Series 1 Supplement, for purposes of the securitisation scheme contemplated in the Programme, in accordance with and subject to the Securitisation Regulations. The issue of the Notes in each other Series under the Programme, pursuant to this Programme Memorandum as read with the Series Supplement relating to that Series, for purposes of the securitisation scheme contemplated in the Programme, requires the prior written consent of the Registrar of Banks, in terms of the Securitisation Regulations.

Securities Transfer Tax Subject to the paragraph below, the issue, transfer and redemption of the Notes will not attract securities transfer tax under the Securities Transfer Tax Act, No. 25 of 2007. Any future transfer duties and/or taxes that may be introduced in respect of (or be applicable to) the transfer of Notes will be for the account of Noteholders (see Section 15 of this Programme Memorandum headed "*South African Taxation*"). The tax treatment (including issue and transfer duties) applicable to a Tranche of Notes in a Series will, if such tax treatment differs from that set out in Section 15 of this Programme Memorandum headed "*South African Taxation*", be set out in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement.

Withholding Tax Subject to Section 15 of the Programme Memorandum headed "*South African Taxation*", all payments (whether in respect of principal, interest or otherwise) in respect of a Tranche of Notes in a Series will be made without withholding or deduction for or on account of any Taxes, unless such withholding or deduction is required by Applicable Law. If any such withholding or deduction is required by Applicable Law in respect of Taxes imposed or levied on any payments in respect of any Notes in that Tranche, the Issuer will, subject to the Issuer's rights to redeem that Tranche of Notes in terms of Condition 7.3, make such payments after such withholding or deduction has been made and will account to the relevant authorities for the amount so required to be withheld or deducted. The Issuer will not be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

Placing A Tranche of Notes in a Series may be offered by way of private placement or any other means permitted by law, as determined by the Issuer and set out in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement.

Distribution and Selling Restrictions	<p>The distribution of this Programme Memorandum and/or any Series Supplement and the offering or sale of Notes in certain jurisdictions may be restricted by law. In particular, there are restrictions on the distribution of this Programme Memorandum and each Series Supplement, and the offer or sale of Notes, in the United States of America, the European Economic Area, the United Kingdom, South Africa and such other restrictions as may, in relation to an offering or sale of a particular Tranche of Notes in a Series, be specified in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement (see Section 14 of this Programme Memorandum headed "<i>Subscription and Sale</i>").</p> <p>Persons who come into possession of this Programme Memorandum and/or any Series Supplement must inform themselves about and observe such restrictions.</p>
Blocked Rand	<p>Blocked Rand may be used for the purchase of Notes, subject to the Exchange Control Regulations (see Section 16 of this Programme Memorandum headed "<i>Exchange Control</i>").</p>
Governing Law	<p>The Notes and the Applicable Terms and Conditions will be governed by, and construed and interpreted in accordance with, the laws of South Africa.</p>

Section 5

FORM OF THE NOTES

A summary of the form of the Notes is set out below. The summary does not purport to be complete and is taken from, and should be read in conjunction with, the remainder of this Programme Memorandum and, in relation to a Tranche of Notes in a Series, the Terms and Conditions, as read with the Series Supplement relating to that Series and the Applicable Pricing Supplement.

Registered Notes

A Tranche of registered Notes will be issued in uncertificated form or, in the case of unlisted Notes, in certificated form as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be held in the CSD in the name of, and for the account of, the CSD's Nominee. A Tranche of unlisted Notes may also be held in the CSD.

Notes issued in uncertificated form

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act.

Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Tranche of Notes issued in uncertificated form will be held by the CSD, and the CSD's Nominee will be named in the Register as the registered Noteholder of that Tranche of Notes.

All transactions in uncertificated securities as contemplated in the Financial Markets Act will be cleared and settled in accordance with the Applicable Procedures. All the provisions relating to Beneficial Interests in the Notes held in the CSD will apply to Notes issued in uncertificated form.

Unlisted Notes issued in certificated form

A Tranche of unlisted Notes may, subject to Applicable Laws and the Applicable Procedures, be issued in certificated form.

Notes represented by Individual Certificates will be registered in the Register in the name of the individual Noteholders of such Notes.

Title to Notes represented by Individual Certificates will pass upon registration of transfer in accordance with Condition 18.3 (*Transfer of Notes represented by Individual Certificates*) of the Terms and Conditions.

The Issuer shall regard the Register as the conclusive record of title to the Notes represented by Individual Certificates.

Payments of all amounts due and payable in respect of Notes represented by Individual Certificates will be made in accordance with Condition 11 (*Payment*) of the Terms and Conditions to the person reflected as the registered Noteholder of such Notes in the Register at 17h00 (South African time) on the Last Day to Register, and the Issuer will be discharged by proper payment to or to the order of such registered holder in respect of each amount so paid.

Beneficial Interests in Notes held in the CSD

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. While a Tranche of Notes is held in its entirety in the CSD, the CSD's Nominee will be named in the Register as the sole Noteholder of the Notes in that Tranche.

While any Notes in a Tranche of Notes are held in the CSD, each person shown in the records of the CSD or the relevant CSD Participant, as the case may be, as the holder of a Beneficial Interest in a particular aggregate Outstanding Principal Amount of such Notes (in which regard any certificate or other document issued by the CSD or the relevant CSD Participant, as the case may be, as to the aggregate Outstanding Principal Amount of such Notes standing to the account

of such person shall be *prima facie* proof of such Beneficial Interest) shall, subject to the Terms and Conditions, be treated by the Issuer, the Paying Agent, the Transfer Agent and the relevant CSD Participant as the holder of that aggregate Outstanding Principal Amount of such Notes for all purposes, other than with respect to the payment of all amounts (whether in respect of principal, interest or otherwise) due and payable in respect of such Notes, for which latter purpose the CSD's Nominee (as the registered holder of such Notes named in the Register) shall be treated by the Issuer, the Paying Agent, the Transfer Agent and the relevant CSD Participant as the holder of such Notes in accordance with and subject to the Terms and Conditions.

The CSD maintains accounts only for CSD Participants. As at the Restatement Date, the CSD Participants which are approved by the JSE, in terms of the rules of the JSE, as settlement agents are FirstRand Bank Limited, Nedbank Limited, The Standard Bank of South Africa Limited, the Johannesburg branch of Standard Chartered Bank, the South African branch of Citibank N.A., the Johannesburg branch of Société Générale, and the South African Reserve Bank.

Beneficial Interests which are held by CSD Participants will be held directly through the CSD, and the CSD will hold such Beneficial Interests, on behalf of such CSD Participants, through the central securities accounts maintained by the CSD for such CSD Participants.

Beneficial Interests which are held by clients of CSD Participants will be held indirectly through such CSD Participants, and such CSD Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such CSD Participants for such clients. The clients of CSD Participants may include the holders of Beneficial Interests or their custodians.

The clients of CSD Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Notes held by them in the CSD only through their CSD Participants. Euroclear and Clearstream may hold Notes through their CSD Participant.

Title to Beneficial Interests held by CSD Participants directly through the CSD will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD for such CSD Participants, in accordance with the Applicable Procedures. Title to Beneficial Interests held by clients of CSD Participants indirectly through such CSD Participants will pass on transfer thereof by electronic book entry in the securities accounts maintained by such CSD Participants for such clients, in accordance with the Applicable Procedures.

The holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 19.1. Individual Certificates will not be issued in bearer form. Each Individual Certificate will be registered in the Register in the name of the individual holder(s) of the Notes represented by that Individual Certificate.

Each Tranche of Notes held by the CSD will be held subject to the Financial Markets Act and the Applicable Procedures.

Unlisted Notes

Save as is set out below, each Tranche of unlisted Notes in a Series will be issued in registered form.

A Tranche of unlisted Notes in a Series which qualify as "*bills of exchange*", "*promissory notes*" or any other "*negotiable instrument*" (as defined in the Bills of Exchange Act) will not be issued in registered form.

Unlisted Notes are not regulated by the JSE.

Section 6

FORM OF THE SERIES SUPPLEMENT

General

The Issuer will prepare a Series Supplement for each Series. Subject as is set out below, the Series Supplement relating to a Series will be in such form, and contain such information, as is agreed by the Issuer and the Series Manager of that Series (subject to Applicable Laws). The nature of such information will depend on, among other things, the nature of the Series Assets relating to that Series and the types of Notes in that Series.

The Series Conditions of the Notes in a Series and all information in respect of that Series (which is not set out in this Programme Memorandum) will be set out in the Series Supplement relating to that Series.

The Series Supplement relating to a Series must, in relation to that Series (and each Tranche of Notes in that Series), be read in conjunction with this Programme Memorandum and the Applicable Pricing Supplement relating to that Tranche. To the extent that there is any conflict or inconsistency between the provisions of the Series Supplement relating to a Series and this Programme Memorandum, the provisions of that Series Supplement shall prevail.

Information to be set out in the Series Supplement

The Series Supplement relating to a Series will contain at least the following information (unless any of such information is set out in this Programme Memorandum and/or the Applicable Pricing Supplement relating to a particular Tranche of Notes in that Series):

- a) a general description of the type of Notes in that Series;
- b) a description of the form of the Notes in that Series;
- c) whether all or any of the Notes in that Series will be unlisted or listed;
- d) if all or any of the Notes in that Series will be listed, the name of the exchange(s) on which such Notes will be listed;
- e) if all or any of the Notes in that Series will be listed on an exchange other than (or in addition to) the JSE and, in terms of the rules of that exchange and Applicable Laws, may be lodged in a central securities depository and/or issued in uncertificated form, the relevant procedures (including those relating to beneficial ownership interests in such Notes);
- f) the Series Conditions of the Notes in that Series;
- g) a description of the tax treatment (including issue and transfer duties) applicable to all of the Notes in that Series if such tax treatment differs from that set out in Section 15 of this Programme Memorandum headed "*South African Taxation*";
- h) a description of the exchange control restrictions applicable to all of the Notes in that Series if such exchange control restrictions differ from those set out in Section 16 of this Programme Memorandum headed "*Exchange Control*";
- i) a description of the selling restrictions which, in addition to (or in the place of) the selling restrictions set out in Section 14 of this Programme Memorandum headed "*Subscription and Sale*", are applicable to all of the Notes in that Series;
- j) a description of the nature and type of Series Assets relating to that Series;
- k) a detailed description of the Participating Assets of that Series that may be purchased by the Issuer from the Series Seller(s) relating to that Series, in terms of the Series Sale Agreement(s) relating to that Series (including the Eligibility Criteria which must be satisfied in respect of such Participating Assets);
- l) the amortisation events (if any) which will preclude the Issuer from purchasing any further Participating Assets of

that Series;

- m) a list of all of the Series Transaction Documents relating to that Series;
- n) the salient features of each of the Series Transaction Agreements (other than the Applicable Terms and Conditions) relating to that Series (including, where provided for, the events or circumstances which will constitute an Event of Default in respect of such Series Transaction Agreements);
- o) the Conditions Precedent to Issue which must be satisfied (or waived) prior to the issue of any Tranche of Notes in that Series, and which of those Conditions Precedent to Issue (if any) may not be waived;
- p) the purposes for which one or more Tranche(s) of Notes in that Series may be issued by the Issuer and the purposes for which the net proceeds of the issue of such Tranche(s) of Notes will be used by the Issuer;
- q) the Permitted Investments in which the Issuer will invest the proceeds of the issue of each Tranche of Notes in that Series (and the Applicable Subordinated Loan(s) (if any) and/or the Applicable First Loss Loan(s) (if any) borrowed in respect of that Tranche of Notes), pending application in accordance with Condition 2.2 and/or the Series Conditions relating to that Series;
- r) each event which, for purposes of Condition 13.1, will comprise an Event of Default (in addition to and/or in the place of the Events of Default specified in Condition 13.1) in respect of that Series (and each Tranche of Notes in that Series).

The Securitisation Regulations

In terms of the Securitisation Regulations the Auditors are required to confirm that nothing has come to their attention to indicate that the issue of Tranche(s) of Notes in a Series, under the Programme as read with the Series Supplement relating to that Series, will not comply in all respects with the provisions of the Securitisation Regulations. The text of this Auditors' report will be attached to the Series Supplement relating to that Series. All other information which is required to be disclosed in terms of the Securitisation Regulations will be disclosed in (or attached to) the Series Supplement relating to that Series (except where such information is disclosed in (or attached to) this Programme Memorandum) and/or the Applicable Pricing Supplement(s) relating to Tranche(s) of Notes in that Series.

Section 7

FORM OF THE APPLICABLE PRICING SUPPLEMENT

Information to be set out in the Applicable Pricing Supplement

The Applicable Pricing Supplement relating to a Tranche of Notes in a Series will contain at least the following information (unless any of such information is set out in this Programme Memorandum and/or the Series Supplement relating to that Series):

- a) a general description of the type of Notes in that Series;
- b) a description of the Notes in that Tranche (Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Indexed-Linked Notes or other Notes) and, if the Notes in that Tranche are other Notes, full details of such Notes;
- c) a description of the form of the Notes in that Tranche;
- d) whether the Notes in that Tranche will be unlisted or listed;
- e) if the Notes in that Tranche will be listed, the name of the exchange(s) on which such Notes will be listed;
- f) if the Notes in that Tranche will be listed on an exchange other than (or in addition to) the JSE and, in terms of the rules of that exchange and Applicable Laws, may be lodged in a central securities depository and/or issued in uncertificated form, the relevant procedures (including those relating to beneficial ownership interests in such Notes);
- g) the terms and conditions of the Notes in that Tranche which (in addition to and/or in the place of any of the Terms and Conditions and/or any of the Series Conditions) are applicable to all of the Notes in that Tranche, including (without limitation) the Issue Date, the Issue Price, the aggregate Principal Amount of that Tranche of Notes, the Specified Denomination, the Scheduled Maturity Date, the Final Maturity Date and, if applicable, the Interest Rate, the Interest Payment Date(s), and the Rate Determination Date);
- h) a description of the tax treatment (including issue and transfer duties) applicable to the Notes in that Tranche if such tax treatment differs from that set out in Section 15 of this Programme Memorandum headed "*South African Taxation*";
- i) a description of the exchange control restrictions applicable to the Notes in that Tranche if such exchange control restrictions differ from those set out in Section 16 of this Programme Memorandum headed "*Exchange Control*";
- j) a description of the selling restrictions which, in addition to (or in the place of) the selling restrictions set out in Section 14 of this Programme Memorandum headed "*Subscription and Sale*" are applicable to the Notes in that Tranche;
- k) the Conditions Precedent to Issue which must be satisfied (or waived) prior to the issue of that Tranche of Notes, and which of those Conditions Precedent to Issue (if any) may not be waived;
- l) the purposes for which that Tranche of Notes may be issued by the Issuer and the purposes for which the net proceeds of the issue of that Tranche of Notes will be used by the Issuer.

Form of the Applicable Pricing Supplement

Set out below is the form of Applicable Pricing Supplement which (adapted, as applicable) will be completed for each Tranche of Notes in a Series which is to be listed on the Interest Rate Market of the JSE. The form of Applicable Pricing Supplement which will be completed for each Tranche of Notes in a Series which is to be listed on any exchange other than (or in addition to) the JSE will, subject to the rules of that exchange and all Applicable Laws, be substantially in the form set out below, adapted, as applicable, to comply with the rules of that exchange and all Applicable Laws. The form of

Applicable Pricing Supplement which will be completed for each Tranche of unlisted Notes in a Series will be substantially in the form set out below, adapted, as applicable, in such manner as is agreed by the Issuer and the relevant Dealer(s).

SOUTH AFRICAN SECURITISATION PROGRAMME (RF) LIMITED

(incorporated on 21 May 1991 with limited liability under Registration Number 1991/002706/06 in the Republic of South Africa)

ZAR 5 BILLION MULTI-SELLER SEGREGATED ASSET BACKED NOTE PROGRAMME

SERIES [•] ("[•]")

This document constitutes the Applicable Pricing Supplement relating to Tranche [•] of Series [•] ("[•]") ("**Series [•]**") (Sub-Series [•]) of the Notes (listed or to be listed on the Interest Rate Market of the JSE under stock code number [•] as from [•]) (the "**Class [•] Notes**") to be issued by South African Securitisation Programme (RF) Limited (the "**Issuer**") under the South African Securitisation Programme (RF) Limited ZAR5 billion Multi-Seller Segregated Asset Backed Note Programme (the "**Programme**"), pursuant to the Programme Memorandum, dated 12 August 2015, prepared in respect of the Programme, as amended or supplemented from time to time (the "**Programme Memorandum**") and approved by the JSE on 12 August 2015, as read with the Series Supplement, dated 12 August 2015, relating to Series [•] (the "**Series Supplement**").

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement, the Series Supplement, the annual financial statements and report (incorporated by reference into the Programme Memorandum), the amendments to any such annual financial statements and report or any supplements from time to time, except as may be otherwise stated therein. The Issuer certifies that to the best of its knowledge and belief having taken all reasonable care to ensure that such is the case, the information contained in this Applicable Pricing Supplement is in accordance with the facts, complies with all applicable laws and the Debt Listings Requirements and does not omit anything likely to affect the import of such information.

Neither the Debt Sponsor nor the Arranger nor any Series Security SPV nor any of the Dealers nor any of their respective Affiliates or advisers has (or will have) separately verified the information contained in this Applicable Pricing Supplement. Accordingly, neither the Debt Sponsor nor the Arranger nor any Series Security SPV nor any of the Dealers nor any of their respective Affiliates or advisers makes (or will have made) any representation, express or implied, or accepts (or will have accepted) any responsibility, with respect to the accuracy or completeness of any of such information or any other information supplied (or to be supplied) in connection with this Applicable Pricing Supplement or the Class [•] Notes. Each person receiving this Applicable Pricing Supplement acknowledges that such person has not relied on the Debt Sponsor, the Arranger, the Series Security SPV, the Dealers or their respective Affiliates and advisers in respect of this Applicable Pricing Supplement in connection with its investigation of the accuracy of such information or its investment decision.

The JSE assumes no responsibility or liability of whatsoever nature for the contents of the Programme Memorandum, this Applicable Pricing Supplement, the relevant Series Supplement or the annual report or any other information incorporated by reference into the Programme Memorandum (as amended or restated from time to time), and the JSE makes no representation as to the accuracy or completeness of the Programme Memorandum, the relevant Series Supplement or this Applicable Pricing Supplement, the annual report or any other information incorporated by reference into the Programme Memorandum (as amended or restated from time to time). The JSE expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the Programme Memorandum, the relevant Series Supplement or this Applicable Pricing Supplement or the annual report or any other information incorporated by reference into the Programme Memorandum (as amended or restated from time to time).

References in this Applicable Pricing Supplement to (i) the "Terms and Conditions" are to Section 8 of the Programme Memorandum headed "Terms and Conditions of the Notes" and (ii) the "Series Conditions" are to the Series Conditions set out in Section 7 of the Series Supplement headed "Series Conditions".

Save as is set out in this Applicable Pricing Supplement, capitalised terms used in this Applicable Pricing Supplement are defined in Section 19 of the Programme Memorandum headed "Definitions" and Section 4 of the Series Supplement headed "Definitions".

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum and the Series Supplement. To the extent that there is any conflict or inconsistency between the provisions of this Applicable Pricing Supplement and the Series Supplement and/or the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

A	DESCRIPTION OF THE NOTES	
1.	Issuer	South African Securitisation Programme (RF) Limited
2.	Tranche number	[*]
3.	Sub-Series number	[*]
4.	Series number	[*]
5.	Series Description	[*]
6.	Underlying asset	Equipment Leases – Section 14 of the Series Supplement "Description of the Equipment Leases and the Series Sale Agreements"
7.	Status	Secured [Class [*] Notes]
8.	Form of Notes	[The Notes in this Tranche are issued in uncertificated form] [The unlisted Notes in this Tranche will initially be represented by an Individual Certificate]
9.	Type of Notes	[Fixed Rate Notes] [Floating Rate Notes] [Mixed Rate Notes] [Zero Coupon Notes] [Index-Linked Notes] [Amortising Notes] [other]
10.	Tranche issued pursuant to Refinancing Option	[Yes] [No]
11.	Aggregate Principal Amount of this Tranche	ZAR[*]
12.	Aggregate Principal Amount of [Class [*] Notes] / [Class [*] Notes] / [Class [*] Notes] to be issued simultaneously with this Tranche	ZAR[*]
13.	Minimum Specified Denomination per Note	ZAR[*]

14.	Specified Denomination (nominal amount) per Note	ZAR[°]
15.	Business Day Convention applicable	[Yes] [No]
16.	If Business Day Convention applicable specify	[(insert details)]
17.	Business centre	[°]
B	<u>PROGRAMME AMOUNT</u>	
1.	Programme Amount as at the Issue Date	ZAR[°]
2.	Aggregate Outstanding Principal Amount of all of the Notes issued under the Programme as at the Issue Date	ZAR[°], excluding the aggregate Principal Amount of this Tranche and any other Tranche(s) of Notes issued on the Issue Date.
3.	Total aggregate Outstanding Principal Amount of Class [°] Notes in issue as at the Issue Date (excluding this Tranche of Notes if this Tranche of Notes comprises Class [°] Notes) <i>[This item to be repeated for each other Class of Notes in issue]</i>	R[°], being [°]% of the aggregate Outstanding Principal Amount of all Notes issued by the Issuer as at the Issue Date.
4.	The issuing of this Tranche of Notes will not result in the Programme Amount being exceeded	
C	<u>ISSUE AND REDEMPTION</u>	
1.	Issue Date	[°]
2.	Issue Price	ZAR[°]
3.	Issue Currency	ZAR
4.	Scheduled Maturity Date	[°]
5.	Final Maturity Date	[°]
6.	Redemption Amount	ZAR[°]
7.	Terms relating to Amortising Notes	[°]
8.	Any other terms relating to the redemption of this Tranche	[°]
D	<u>FIXED RATE NOTES</u>	
1.	Interest Payment Date(s)	[°]
2.	First Interest Payment Date	[°]

3.	Interest Periods	[•] [Each successive period commencing on and including an Interest Payment Date and ending on but excluding the following Interest Payment Date]
4.	Fixed Interest Rate	[[•]% per annum [NACA] [NACS] [NACM] [NACQ]] for the period from and including the Issue Date to but excluding the [Scheduled Maturity Date] [Applicable Maturity Date] [specify other] [specify other method of calculating the Fixed Interest Rate]
5.	Step-up Margin (if applicable)	[•]%
6.	Initial Broken Amount (if applicable)	ZAR[•]
7.	Final Broken Amount (if applicable)	ZAR[•]
8.	Any other terms relating to the calculation of the Fixed Interest Rate	[•]
E	<u>FLOATING RATE NOTES</u>	
1.	Interest Payment Dates	[•]
2.	First Interest Payment Date	[•]
3.	Interest Periods	[•] [Each successive period commencing on and including an Interest Payment Date and ending on but excluding the following Interest Payment Date].
4.	Rate Determination Date(s)	[•]
5.	Floating Interest Rate	[the sum of the Reference Rate plus the Margin] for the period from and including the Issue Date to but excluding the [Scheduled Maturity Date] [Applicable Maturity Date] [specify other] [specify other method of calculating the Floating Interest Rate]]
6.	Step-up Margin (if applicable)	[•]%
7.	Margin (if applicable)	[•]%
8.	Reference Rate (if applicable)	[•]
9.	Minimum Interest Rate (if applicable)	[•]
10.	Maximum Interest Rate (if applicable)	[•]
11.	Any other terms relating to the calculation of the Floating Interest Rate	[•]

F	MIXED RATE NOTES	
1.	Interest Period(s) during which the Interest Rate for the Mixed Rate Notes will be a Fixed Interest Rate, and for which Interest Period(s) the Mixed Rate Notes will, pursuant to Condition 8.3.4, be construed as Fixed Rate Notes and have the terms set out in Section D above headed "FIXED RATE NOTES"	[*]
2.	Interest Period(s) during which the Interest Rate for the Mixed Rate Notes will be a Floating Interest Rate, and for which Interest Period(s) the Mixed Rate Notes will, pursuant to Condition 8.3.4, be construed as Floating Rate Notes and have the terms set out in Section E above headed "FLOATING RATE NOTES"	[*]
3.	Any other terms relating to the calculation of the Interest Rate	[*]
G	ZERO COUPON NOTES	
1.	Accrual Yield	[[*]% [NACA][NACS][NACM][NACQ] <i>[specify other]</i>
2.	Reference Price	[*]
3.	Any other formula/basis of determining amount payable	[Not Applicable] <i>[give details]</i>
4.	Other terms relating to the method of calculating payments for Zero Coupon Notes, if different from those set out in the Terms and Conditions and/or the Series Conditions	[Not Applicable] <i>[specify other terms]</i>
H	INDEX-LINKED NOTES	
1.	Index/Formula	<i>[give or annex details]</i>
2.	Interest/Payment Commencement Date	[Issue Date] <i>[specify other]</i>
3.	Interest/Payment Date(s)	[*] in arrear on <i>specify date(s)</i> : [*] [*] [*] [*] of each year for the period from and including the Issue Date to but excluding [the Applicable Maturity Date] <i>[specify other]</i>
4.	Interest/Payment Period(s)	Each successive period commencing on and including an [Interest/Payment Date] <i>[specify other]</i> and ending on but excluding the following Interest/Payment Date <i>[specify other]</i> ; provided that

		the first interest/Payment Period <i>[specify other]</i> will commence on and include the Issue Date and the last interest/Payment Period <i>[specify other]</i> will end on but exclude the Actual Redemption Date] <i>[specify other]</i>
5.	Base Consumer Price Index	[*]
6.	Provisions for determining interest and/or other payments where calculation by reference to Index and/or Formula is impossible or impracticable	[Not Applicable] <i>[give details]</i>
7.	Other terms relating to the method of calculating interest and/or other payments for Index Linked Notes	[Not Applicable] <i>[specify other terms]</i>
8.	[Index Calculation Agent]	[*]
I	<u>OTHER NOTES</u>	
1.	If the Notes are not Floating Rate Notes, Fixed Rate Notes, Mixed Rate Notes, Zero Coupon Notes or Index-Linked Notes set out the relevant description and any additional terms and conditions relating to such Notes	[*]
J	<u>AGENTS AND SPECIFIED OFFICES</u>	
1.	Series Security SPV	[*]
2.	Specified Office of the Series Security SPV	[*]
3.	Series Manager	[*]
4.	Specified Office of the Series Manager	[*]
5.	Series Servicer (if applicable)	[*]
6.	Specified Office of the Series Servicer (if applicable)	[*]
7.	Paying Agent	[*]
8.	Specified Office of the Paying Agent	[*]
9.	Transfer Agent	[*]
10.	Specified Office of the Transfer Agent	[*]
11.	Programme Manager	[*]
12.	Specified Office of the Programme Manager	[*]

K	<u>REGISTER CLOSED</u>
1.	<div> <div>Last Day to Register</div> <div>Up until 17h00 on the eleventh day (whether such is a Business Day or not) preceding each Interest Payment Date and the Applicable Maturity Date, being in each instance, the last date on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer of Notes represented by Individual Certificates.</div> </div>
2.	<div> <div>Register Closed Period</div> <div>The Register will be closed during the ten days preceding each Interest Payment Date and the Applicable Maturity Date from 17h00 on the Last Day to Register until 17h00 (South African time) on the day preceding the Interest Payment Date and the Applicable Maturity Date.</div> </div>
<u>L</u>	<u>GENERAL</u>
1.	<div> <div>Additional selling restrictions (if any)</div> <div>[•]</div> </div>
2.	<div> <div>Issuer undertakings</div> <div>Condition 6 of the Terms and Conditions</div> </div>
3.	<div> <div>Events of Default</div> <div>Condition 13.1 of the Terms and Conditions and Series Condition 5 of the Series Conditions.</div> </div>
4.	<div> <div>Amortisation Event</div> <div>Series Condition 3 and 4 of the Series Conditions.</div> </div>
5.	<div> <div>International Securities Numbering (ISIN)</div> <div>[•]</div> </div>
6.	<div> <div>Stock Code Number</div> <div>[•]</div> </div>
7.	<div> <div>Financial exchange</div> <div>The Interest Rate Market of the JSE Limited</div> </div>
8.	<div> <div>Dealer(s)</div> <div>[•]</div> </div>
9.	<div> <div>Stabilisation Manager (if applicable)</div> <div>[•]</div> </div>
10.	<div> <div>Credit rating assigned to this Tranche of Notes as at the Issue Date (if any)</div> <div>[•]</div> </div>
11.	<div> <div>Date the Credit Rating was issued (if any) and the date it is up for review</div> <div>[•]</div> </div>
12.	<div> <div>Rating Agency (if applicable)</div> <div>[•]</div> </div>
13.	<div> <div>Governing law (if the laws of South Africa are not applicable)</div> <div>[•]</div> </div>
14.	<div> <div>Other provisions (if applicable)</div> <div>[•]</div> </div>

15.	Additional information (if applicable)	See Annexure "A"
16.	Capital raising process	[Initial Public Offering / Auction / Private Placement / Bookbuild]
17.	Use of proceeds	The net proceeds from the issue of this Tranche of Notes, together with [the net proceeds from the issue of the [Class [*] Notes] will be used to [*].
18.	Exchange Control	[Exchange control approval granted / The issuer does not require exchange control approval for this stand-alone issue]
19.	Securitisation Regulations	The text of the report of the Auditors provided in accordance with paragraphs 15(1)(a)(ii) and 16(2)(a)(vii) of the Securitisation Regulations is attached to the Series Supplement. The information required in paragraph 16 of the Securitisation Regulations is specified in the Series Supplement.

Application is hereby made to list Tranche [*] of Series [*] (Sub-Series [*]) of the Notes, as from [*], pursuant to the South African Securitisation Programme (RF) Limited ZAR5 billion Multi-Seller Segregated Asset Backed Note Programme.

South African Securitisation Programme (RF) Limited

By: _____

Director, duly authorised

By: _____

Director, duly authorised

Date: _____

Date: _____

Section 8

TERMS AND CONDITIONS OF THE NOTES

The following is the text of the Terms and Conditions.

1. INTERPRETATION

- 1.1. Section 19 of this Programme Memorandum headed "*Definitions*" is incorporated by reference into the Terms and Conditions. In the Terms and Conditions, capitalised terms will bear the meanings ascribed to such terms in Section 19 of this Programme Memorandum headed "*Definitions*", except to the extent that any such capitalised term, in relation to a Series of Notes (and any Tranche of Notes in that Series), is separately defined in this Programme Memorandum (including the Terms and Conditions) and/or the relevant Series Supplement and/or the Applicable Pricing Supplement.
- 1.2. Words denoting the singular only will include the plural also and *vice versa*, words denoting one gender only will include the other genders and words denoting persons only will include firms and corporations and *vice versa*.
- 1.3. The use of the word "including" followed by a specific example/s will not be construed as limiting the meaning of the general wording preceding it and the *ejusdem generis* rule will not be applied in the interpretation of such general wording or such specific example/s. Such references to "including" and "in particular" will not be construed restrictively but will mean "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing" respectively.
- 1.4. Any reference to days (other than a reference to Business Days), months or years will be a reference to calendar days, months or years, as the case may be.
- 1.5. All references in the Terms and Conditions to any statute, regulation or other legislation (including, without limiting the generality of the foregoing, the Applicable Laws and the Applicable Procedures) will be a reference to that statute, regulation or other legislation as at the Programme Date and as amended, re-enacted or replaced and substituted from time to time.

2. ISSUE

2.1. General

- 2.1.1. One or more Tranche(s) of Notes in a Series may be issued by the Issuer pursuant to the Programme for the purposes expressly permitted in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that/those Tranche(s), provided that the Conditions Precedent to Issue (as specified in the Series Conditions of the Notes in that Series) shall have been satisfied in the manner contemplated in Condition 2.1.2 on or before the close of business on the Business Day immediately preceding the Issue Date.
- 2.1.2. The Series Manager of a Series, shall, on or before the close of business on the Business Day immediately preceding the Issue Date, determine whether or not, in the reasonable opinion of that Series Manager, each of the Conditions Precedent to Issue has been satisfied (other than any Condition/s Precedent to Issue which has/have been waived in terms of Condition 2.1.5.1). The Issuer shall, promptly after request therefor is made by that Series Manager, provide that Series Manager with all such information and documents as may reasonably be required by that Series Manager to make such determination.
- 2.1.3. The Series Manager of a Series shall, as soon as practicable after having made the determination referred to in Condition 2.1.2 but in any event prior to the Issue Date, notify the Issuer, the Series Security SPV incorporated in respect of that Series, the Arranger and the Lead Manager (on behalf of the relevant

Dealer/s) of such determination. Such determination (with the exception of manifest error, allegations of dishonesty, gross negligence, breach of trust or breach of contract by that Series Manager) shall be conclusive evidence that each of the Conditions Precedent to Issue relating to the relevant Tranche of Notes has been satisfied (other than any Condition/s Precedent to Issue relating to the relevant Tranche of Notes which has/have been waived in terms of Condition 2.1.5.1 and shall bind all parties to the Series Transaction Agreements relating to that Series (including that Series Manager, the Issuer, that Series Security SPV, the Arranger, the relevant Dealer/s and the Noteholders of that Series).

2.1.4. It is recorded that the Conditions Precedent to Issue relating to Tranche(s) of Notes in a Series are stipulated for the benefit of the Noteholders of that Series.

2.1.5. The Series Manager of a Series (a) may in its discretion (without the consent of any Noteholder) or (b) (subject to Condition 2.1.5.1) shall, following an Ordinary Resolution of the Controlling Class Noteholders of that Series directing it to do so, by notice in writing to the Issuer, the Series Security SPV incorporated in respect of that Series, the Arranger and the Lead Manager (on behalf of the relevant Dealer/s):

2.1.5.1. waive any of the Conditions Precedent to Issue or any part of them (other than those Conditions Precedent to Issue (if any) which, in terms of the Series Conditions of the Notes in that Series may not be waived) if, in the reasonable opinion of that Series Manager, such waiver is not (and will not be) prejudicial to the rights of the Noteholders of that Series or any Class of Noteholders of that Series;

2.1.5.2. extend the time and/or date by which any of the Conditions Precedent to Issue, or any part of them, are to be satisfied to such later time and/or date (not being later than 17h00 on the day immediately preceding the Issue Date) as that Series Manager, the Issuer, the Series Security SPV incorporated in respect of that Series, the Arranger and the Lead Manager (on behalf of the relevant Dealer/s) may agree.

2.1.6. Subject to Condition 2.1.5, no person may waive any of the Conditions Precedent to Issue.

2.1.7. A Tranche of Notes in a Series will be issued on, and be subject to, the Applicable Terms and Conditions of that Tranche of Notes. The Applicable Terms and Conditions of a Tranche of Notes in a Series are the Terms and Conditions, as replaced, amended and/or supplemented by the Series Conditions of the Notes in that Series, and as further replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes. The Applicable Terms and Conditions of a Tranche of Notes in a Series are incorporated by reference, in the case of unlisted Notes, into the Individual Certificate(s) representing (and, where applicable, embodying) the Notes in that Tranche of Notes.

2.1.8. The Issuer will approve the issue of each Tranche of Notes in a Series by way of a resolution of its board of directors but will not require the consent of any Noteholders to issue any Tranche of Notes.

2.2. Use of Proceeds

The Issuer will apply the net proceeds of the issue of a Tranche of Notes in a Series only to the Series Liabilities relating to that Series and then only for the purposes expressly permitted in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche.

2.3. Permitted Investments

The proceeds of the issue of a Tranche of Notes in a Series may, pending application in accordance with Condition 2.2, only be invested by the Issuer in the Permitted Investments relating to that Series (as set out in the Series Supplement relating to that Series).

3. FORM AND DENOMINATION

3.1. General

3.1.1. A Tranche of Notes may be issued in the form of listed or unlisted Notes, as specified in the Applicable Pricing Supplement

3.1.2. The denomination of each Note in a Tranche will be the Specified Denomination. Unless specified otherwise in the relevant Series Supplement, the Notes will be issued with a minimum Specified Denomination of ZAR1 000 000.

3.2. Registered Notes

Notes will be issued in the form of registered Notes, represented by (i) in the case of unlisted Notes, Individual Certificates registered in the name, and for the account of, the relevant Noteholder or (ii) no Individual Certificate, and held in uncertificated form in the CSD in terms of section 33 of the Financial Markets Act, and registered in the name, and for the account of, the CSD's Nominee. The CSD will hold the Notes subject to the Financial Markets Act and the Applicable Procedures.

3.2.1. Notes issued in uncertificated form

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act. Notes issued in uncertificated form will be held in the CSD. Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Note which is represented by an Individual Certificate may be replaced by uncertificated securities in terms of section 33 of the Financial Markets Act. The holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 19.1.

3.2.2. Unlisted Notes issued in certificated form

3.2.2.1. A Tranche of unlisted Notes may, subject to Applicable Laws and the Applicable Procedures, be issued in certificated form. Each Tranche of Notes represented by an Individual Certificate, will be held subject to the Financial Markets Act and the Applicable Procedures. Each Individual Certificate will be registered in the Register in the name of the individual holder(s) of the Notes represented by that Individual Certificate.

3.2.2.2. All unlisted Notes issued in certificated form will be represented by Individual Certificates.

3.3. Recourse to the BESA Guarantee Fund Trust

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the BESA Guarantee Fund Trust. Claims against the BESA Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the BESA Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE.

3.4. Unlisted Notes

Subject to Condition 3.3, each Tranche of unlisted Notes in a Series will be issued in registered form.

A Tranche of unlisted Notes in a Series which qualify as “bills of exchange”, “promissory notes” or any other “negotiable instrument” (as defined in the Bills of Exchange Act) will not be issued in registered form.

3.5. Notes listed on any other exchange

A Tranche of Notes in a Series which is listed on any exchange other than (or in addition to) the JSE will, subject to the rules of that exchange and all Applicable Laws, be issued in such form as may be applicable to such exchange. If that Tranche of Notes may, in terms of the rules of that exchange and Applicable Laws, be lodged in a central securities depository and/or issued in uncertificated form, the relevant procedures (including those relating to beneficial ownership interests in that Tranche of Notes) will be set out in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche.

4. TITLE

- 4.1. Subject to what is set out below, title to the Notes will pass upon registration of transfer in accordance with Condition 18 (*Transfer of Notes*) in the Register. The Issuer and the Transfer Agent shall recognise a Noteholder as the sole and absolute owner of the Notes registered in that Noteholder's name in the Register (notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) and shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust, express, implied or constructive, to which any Note may be subject.
- 4.2. Beneficial Interests in the Notes held in uncertificated form may, in terms of existing law and practice, be transferred through the CSD by way of book entry in the securities accounts of CSD Participants. Such transfers will not be recorded in the Register and the CSD's Nominee will continue to be reflected in the Register as the Noteholder in respect of Notes held in uncertificated form, notwithstanding such transfers.

5. STATUS

- 5.1. The Notes in each Series are direct, limited recourse, secured obligations of the Issuer.
- 5.2. The claims of each Noteholder in a Series against the Issuer under the Applicable Terms and Conditions or, following a Guarantee Event in respect of that Series, against the Series Security SPV incorporated in respect of that Series under the Series Guarantee relating to that Series, as the case may be, are subordinated, in accordance with the Priority of Payments applicable to that Series, to the claims of the Issuer's creditors in respect of that Series (including the holders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series) that rank prior to such Noteholder in the Priority of Payments applicable to that Series.
- 5.3. The Notes in each Class of Notes in a Series rank *pari passu* and without preference among themselves.

6. ISSUER UNDERTAKINGS

- 6.1. The Issuer will (for the duration of the Programme until the Programme Termination Date):
 - 6.1.1. do all such things as are necessary to maintain its corporate existence, always hold itself out as an entity which is legally separate and independent from any other entity or entities, and correct any misunderstanding known to the Issuer regarding its separate identity;
 - 6.1.2. procure that (i) a separate Series Security SPV is incorporated (as a separate legal entity), in respect of each Series, for the benefit of the Noteholders and other Series Secured Creditors of that Series and (ii) each Series Security SPV is and remains independent from each other Series Security SPV;
 - 6.1.3. procure that the corporate existence of each Series Security SPV is maintained and that each Series Security SPV always holds itself out as an entity which is legally separate and independent from each other Series Security SPV, and correct any misunderstanding known to the Issuer regarding the separate identity of each Series Security SPV;

- 6.1.4. do all such things ~~as~~ are necessary to procure that the Series Assets and the Series Liabilities, respectively, relating to each Series are attributable solely to that Series and are segregated from the Series Assets and the Series Liabilities, respectively, relating to each other Series;
 - 6.1.5. without limiting the generality of Condition 6.1.4, procure that, promptly upon receipt of any cash paid to the Issuer in relation to or in connection with a Series, such cash is deposited into the Series Bank Account(s) relating to that Series;
 - 6.1.6. comply with all Applicable Laws and, in relation to each Series, comply with, perform and observe all of the Issuer's obligations under the Applicable Terms and Conditions and its obligations under, and the provisions of, the other Series Transaction Documents relating to that Series to which the Issuer is a party and/or which are applicable to the Issuer (including, without limitation, the memorandum of incorporation of the Issuer).
- 6.2. Save as is provided in or envisaged by this Programme Memorandum and/or the other Series Transaction Documents relating to a Series and/or as is required by Applicable Laws, the Issuer shall not (for the duration of the Programme until the Programme Termination Date):
- 6.2.1. engage in any activity of any kind which is not part of the Business;
 - 6.2.2. subject to Condition 6.3.2, create or permit to subsist any Encumbrance (unless arising by operation of law) upon the whole or any part of its assets (present and future);
 - 6.2.3. incur any indebtedness in respect of borrowed money whatsoever or give any guarantee or indemnity in respect of any obligation of any person;
 - 6.2.4. consolidate or merge with any other person or convey or transfer its properties or assets substantially as an entirety to any other person;
 - 6.2.5. have an interest in any bank account;
 - 6.2.6. have any subsidiaries (as defined in the Companies Act) or employees or premises;
 - 6.2.7. subject to Condition 6.3.3, transfer, alienate, sell, lend, part with or otherwise voluntarily dispose of, or deal with, or grant any option or present or future right to acquire any of the assets of the Issuer;
 - 6.2.8. declare or pay any dividend or make any other distribution to its shareholders or issue any further shares or repurchase shares;
 - 6.2.9. establish any additional Series (excluding Series 1) unless the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer, prior to the establishment of that additional Series, that all of its respective current Rating(s) of Tranches of Notes in each existing Series then in issue would be adversely affected by the establishment of that additional Series.
- 6.3. Save, in relation to a Series, with the prior written consent of the Series Security SPV incorporated in respect of that Series and/or as is provided in or envisaged by this Programme Memorandum and/or any of the other Series Transaction Documents relating to that Series and/or as is required by Applicable Laws, the Issuer shall not (for the duration of the Programme until the Series Termination Date of that Series):
- 6.3.1. enter into any agreement or arrangement other than the Series Transaction Documents relating to that Series;
 - 6.3.2. create or permit to subsist any Encumbrance (unless arising by operation of law) upon the whole or any part of the Series Assets relating to that Series;

- 6.3.3. transfer, alienate, sell, lend, part with or otherwise voluntarily dispose of, or deal with, or grant any option or present or future right to acquire any of the Series Assets relating to that Series;
 - 6.3.4. permit the validity or effectiveness of any of the Series Transaction Documents relating to that Series and/or the priority of the security interests created by any of the Series Security Agreements relating to that Series to be amended, terminated or discharged;
 - 6.3.5. consent to any variation of, or exercise of, any powers of consent or waiver pursuant to, any of the Series Transaction Agreements relating to that Series, or permit any party to any of such Series Transaction Agreements to be released from its obligations under such Series Transaction Agreements.
- 6.4. The Series Security SPV incorporated in respect of a Series may, in giving any consent required to be given by that Series Security SPV in terms of Condition 6.3, require the Issuer to make such amendments to the Applicable Terms and Conditions (subject to Condition 22) and/or any of the other Series Transaction Agreements relating to that Series, or may impose such other conditions or requirements, as that Series Security SPV may deem expedient (in its absolute discretion) in the interests of the Noteholders in, and the other Series Secured Creditors of, that Series.

7. REDEMPTION AND PURCHASES

7.1. Final Redemption

Subject to the Applicable Terms and Conditions, the Issuer shall redeem each Note in a Tranche of Notes at its Outstanding Principal Amount on the Final Maturity Date, together with interest (if any) accrued to the Final Maturity Date.

7.2. Scheduled Redemption

Subject to the Applicable Terms and Conditions, if the Issuer has exercised the Refinancing Option in respect of a Tranche of Notes and not withdrawn the Refinancing Notice, the Issuer shall redeem each Note in that Tranche at its Outstanding Principal Amount on the Scheduled Maturity Date, together with interest (if any) accrued to the Scheduled Maturity Date.

7.3. Optional redemption for tax reasons

- 7.3.1. The Issuer may (in relation to a Tranche of Notes in a Series) at its option, having given not less than 20 days' notice to the Series Security SPV incorporated in respect of that Series, the Transfer Agent, the Paying Agent, the Series Manager of that Series, and the Noteholders in that Series (in the manner set out in Condition 21.1) (which notice shall be irrevocable), redeem each Note in that Tranche at its Outstanding Principal Amount on any Interest Payment Date (which Interest Payment Date shall be stipulated in such notice), together with interest (if any) accrued to that Interest Payment Date, if the Issuer, prior to the giving of such notice, satisfies that Series Security SPV that, as a result of any change in (including the introduction of any new law or regulation) or amendment to the laws or regulations of South Africa or any political sub-division of, or any authority in, or of, South Africa having power to tax, becoming effective after the Issue Date of that Tranche (or such other date as may be specified for this purpose in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche), the Issuer is or will be required to deduct or withhold any amount from any payment (whether in respect of principal, interest or otherwise) in respect of the Notes in that Tranche, as contemplated in Condition 12, and such requirement cannot be avoided by the Issuer taking reasonable measures available to it.

7.3.2. Prior to the giving of the notice of redemption referred to in Condition 7.3.1, the Issuer shall have provided to the relevant Series Security SPV:

7.3.2.1. a certificate signed by 2 directors of the Issuer to the effect that it will have the funds, not subject to any interest of any other person, to redeem all of the Notes in the relevant Tranche of Notes in terms of Condition 7.3.1;

7.3.2.2. a legal opinion (in form and substance satisfactory to that Series Security SPV) from a firm of lawyers in South Africa (approved in writing by that Series Security SPV) to the effect that there is a substantial likelihood that, as a result of the change in taxation laws contemplated in Condition 7.3.1, the Issuer is or will be required to deduct or withhold any amount from any payment in respect of the Notes in that Tranche, as contemplated in Condition 12.

7.3.3. No notice of redemption referred to in Condition 7.3.1 shall be given earlier than 90 days before the earliest date on which the Issuer would incur the obligation to make the withholding or deduction referred to in Condition 7.3.1.

7.4. Optional Redemption for change in Applicable Law

7.4.1. The Issuer may (in relation to a Tranche of Notes in a Series) at its option, having given not less than 20 days' notice to the Series Security SPV incorporated in respect of that Series, the Transfer Agent, the Paying Agent, the Series Manager of that Series, and the Noteholders in that Series (in the manner set out in Condition 21.1) (which notice shall be irrevocable), redeem each Note in that Tranche at its Outstanding Principal Amount on any Interest Payment Date (which Interest Payment Date shall be stipulated in such notice), together with interest (if any) accrued to that Interest Payment Date, if the Issuer, prior to the giving of such notice, satisfies that Series Security SPV that, as a result of any implementation, abolition or change in (including the introduction of any new law or regulation) to or of any Applicable Law (other than the taxation laws contemplated in Condition 7.3) or any change in any interpretation or administration of any Applicable Law, or any compliance with any new or different governmental or administrative request or direction (in either case, whether or not having the force of law) becoming effective after the Issue Date of that Tranche (or such other date as may be specified for this purpose in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche):

7.4.1.1. the ability of the Issuer to comply with its obligations under the Applicable Terms and Conditions and/or any of the other Series Transaction Agreements relating to that Series will be adversely affected; and/or

7.4.1.2. the validity or enforceability of the Applicable Terms and Conditions and/or any of the other Series Transaction Agreements relating to that Series will be adversely affected; and/or

7.4.1.3. the rights and/or remedies of that Series Security SPV under any of the Series Transaction Agreements relating to that Series will be adversely affected.

7.4.2. Prior to the giving of the notice of redemption referred to in Condition 7.4.1, the Issuer shall have provided to the relevant Series Security SPV:

7.4.2.1. a certificate signed by 2 directors of the Issuer to the effect that it will have the funds, not subject to any interest of any other person, to redeem all of the Notes in the relevant Tranche of Notes in terms of Condition 7.4.1;

7.4.2.2. a legal opinion (in form and substance satisfactory to that Series Security SPV) from a firm of lawyers in South Africa (approved in writing by that Series Security SPV) to the effect that there

is a substantial likelihood that, as a result of the happening of any of the circumstances contemplated in Condition 7.4.1, the adverse effects contemplated in Condition 7.4.1.1 and/or Condition 7.4.1.2 and/or Condition 7.4.1.3 have occurred or will occur.

7.5. **Mandatory early redemption following a Guarantee Event**

Following a Guarantee Event in respect of a Series, the Notes in that Series will be immediately due and payable, and such Notes will be redeemed in accordance with Condition 13.2 and the Series Guarantee relating to that Series.

7.6. **Calculation of Early Redemption Amount**

7.6.1. **Zero Coupon Notes**

7.6.1.1. Each Zero Coupon Note in a Tranche of Zero Coupon Notes which is redeemed prior to the Final Maturity Date will be redeemed at its Early Redemption Amount calculated (unless otherwise specified in the Applicable Pricing Supplement) as follows:

$$\text{ERA} = \text{IP} + \left(\frac{\text{IY}}{\text{DM}} \times \text{IP} \times \text{D} \right)$$

where:

ERA = the Early Redemption Amount;

IP = the Issue Price;

IY = the Implied Yield;

D = the number of days elapsing between the Issue Date and the Relevant Date (excluding the Issue Date and the Relevant Date);

DM = the number of days elapsing between the Issue Date and the Final Maturity Date (excluding the Issue Date and the Final Maturity Date).

7.6.1.2. For purposes of Condition 7.6.1.1 "Relevant Date" means, in relation to a Tranche of Zero Coupon Notes:

7.6.1.2.1. in the case of the redemption of that Tranche pursuant to Condition 7.2 (where applicable), the Scheduled Maturity Date;

7.6.1.2.2. in the case of the redemption of that Tranche pursuant to Condition 7.3, the Interest Payment Date stipulated as the Early Redemption Date in the notice contemplated in Condition 7.3;

7.6.1.2.3. in the case of the redemption of that Tranche pursuant to Condition 7.4, the Interest Payment Date stipulated as the Early Redemption Date in the notice contemplated in Condition 7.4;

7.6.1.2.4. in the case of the redemption of that Tranche of Notes pursuant to Condition 13.2 (as contemplated in Condition 7.5), the Enforcement Date.

7.6.1.3. Where any calculation is to be made in terms of this Condition 7.6.1 for a period which is not a whole number of years, it shall be calculated on the basis of actual days elapsed divided by 365

(three hundred and sixty five), or such other calculation basis as may be specified in the Applicable Pricing Supplement.

7.6.2. Index-Linked Notes and other Notes

The Applicable Pricing Supplement relating to a Tranche of Index-Linked Notes (or any other Tranche of Notes not specifically provided for in the Terms and Conditions) will set out, among other things, the Early Redemption Amount (or the manner of calculating the Early Redemption Amount) of each such Index-Linked (or other) Note which is redeemed prior to the Final Maturity Date.

7.7. Purchases

The Issuer may at any time purchase Notes at any price in the open market or otherwise. In the event of the Issuer purchasing Notes, such Notes may (subject to the restrictions of any Applicable Law) be held, resold or, at the option of the Issuer, cancelled.

7.8. Cancellation

All Notes which are purchased by the Issuer and, at the option of the Issuer, cancelled (as contemplated in Condition 7.7) and all Notes which are redeemed in full will forthwith be cancelled and may not be re-issued or resold. In the case of unlisted Notes, each Individual Certificate representing any Notes so purchased or redeemed, as the case may be, shall be forwarded to the Transfer Agent for cancellation. The Transfer Agent shall, in respect of a Tranche of Notes listed on the Interest Rate Market of the JSE, notify the CSD and the JSE of any cancellation or redemption of Notes in that Tranche so that such entities can record the reduction in the aggregate Outstanding Principal Amount of the Notes in issue. Where only a portion of the Notes represented by an Individual Certificate is cancelled, the Transfer Agent shall deliver a new Individual Certificate to the Noteholder in respect of the balance of the Notes, as contemplated in Condition 18.3.

8. INTEREST

8.1. Fixed Rate Notes

- 8.1.1. Each Fixed Rate Note in a Tranche will bear interest on its Outstanding Principal Amount at the Fixed Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement, for the period from (and including) the Issue Date to (but excluding) the Applicable Maturity Date.
- 8.1.2. If a Tranche of Fixed Rate Notes in respect of which Condition 7.2 is applicable (as specified in the Applicable Pricing Supplement) is not redeemed in full on or before the Scheduled Maturity Date then, unless otherwise specified in the Applicable Pricing Supplement, each Fixed Rate Note in that Tranche will bear interest on its Outstanding Principal Amount at the increased Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement, for the period from (and including) the Scheduled Maturity Date to (but excluding) the Applicable Maturity Date.
- 8.1.3. The interest due on a Tranche of Fixed Rate Notes in respect of an Interest Period will be payable in arrear on the Interest Payment Date in respect of that Interest Period. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date. If any Interest Payment Date falls upon a day which is not a Business Day, the provisions of Condition 11.6 shall determine the date of payment of interest due upon that Interest Payment Date; provided that, for the purposes of determining an Interest Period, no such adjustment will be made to an Interest Payment Date.
- 8.1.4. The interest payable on each Fixed Rate Note in a Tranche in respect of any six-monthly Interest Period shall, unless otherwise specified in the Applicable Pricing Supplement, be calculated by dividing the

Fixed Interest Rate by two and multiplying the product by the Outstanding Principal Amount, provided that:

8.1.4.1. if an Initial Broken Amount is specified in the Applicable Pricing Supplement, the first Interest Amount shall equal that Initial Broken Amount; and

8.1.4.2. if a Final Broken Amount is specified in the Applicable Pricing Supplement, the final Interest Amount shall equal that Final Broken Amount.

8.1.5. Save as provided in the preceding paragraphs of this Condition 8.1, If interest on a Tranche of Fixed Rate Notes is required to be calculated for a period of other than one year (in the case of annual interest payments) or other than six months (in the case of semi-annual interest payments), as the case may be, such interest shall (unless otherwise specified in the Applicable Pricing) be calculated on the basis of the actual number of days in such period divided by 365 (three hundred and sixty five).

8.2. Floating Rate Notes

8.2.1. Each Floating Rate Note in a Tranche will bear interest on its Outstanding Principal Amount at the Floating Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement, for the period from (and including) the Issue Date to (but excluding) the Applicable Maturity Date.

8.2.2. If a Tranche of Floating Rate Notes in respect of which Condition 7.2 is applicable (as specified in the Applicable Pricing Supplement) is not redeemed in full on or before the Scheduled Maturity Date then, unless otherwise specified in the Applicable Pricing Supplement, each Floating Rate Note in that Tranche will bear interest on its Outstanding Principal Amount at the increased Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement, for the period from (and including) the Scheduled Maturity Date to (but excluding) the Applicable Maturity Date.

8.2.3. The interest due on a Tranche of Floating Rate Notes in respect of an Interest Period will be payable in arrear on the Interest Payment Date in respect of that Interest Period. The first payment of interest will be made on the Interest Payment Date next following the Interest Commencement Date. If any Interest Payment Date falls upon a day which is not a Business Day, the provisions of Condition 11.6 shall determine the date of payment of interest due upon that Interest Payment Date; provided that, for the purposes of determining an Interest Period, no such adjustment will be made to an Interest Payment Date.

8.2.4. The Floating Interest Rate applicable from time to time to each Floating Rate Note in a Tranche will be determined (and specified in the Applicable Pricing Supplement) on the basis of ISDA Determination or on the basis of Screen Rate Determination or on such other basis as may be determined by the Issuer and specified in the Applicable Pricing Supplement.

8.2.5. If the Applicable Pricing Supplement specifies a Minimum Interest Rate for any Interest Period, the Floating Interest Rate for that Interest Period shall not be less than such Minimum Interest Rate. If the Applicable Pricing Supplement specifies a Maximum Interest Rate for any Interest Period, the Floating Interest Rate for that Interest Period shall not be greater than such Maximum Interest Rate.

8.2.6. The Series Manager of a Series will, on each Rate Determination Date, (i) determine the Floating Interest Rate applicable to each Tranche of Floating Rate Notes in that Series for the Interest Period commencing on that Rate Determination Date and (ii) calculate the Interest Amount payable in respect of each Floating Rate Note in that Tranche for that Interest Period as contemplated in Condition 10. Unless otherwise specified in the Applicable Pricing Supplement, the Interest Amount in respect of a Floating Rate Note in

a Tranche will be determined by multiplying the Floating Interest Rate applicable to that Tranche by the Outstanding Principal Amount of that Floating Rate Note, then multiplying the product by the applicable Day Count Fraction and rounding the resultant product to the nearest cent, half a cent being rounded upwards.

8.3. Mixed Rate Notes

- 8.3.1. Each Mixed Rate Note in a Tranche will bear interest on its Outstanding Principal Amount at (i) the Fixed Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement (during the Interest Period(s) in respect of which the Interest Rate is a Fixed Interest Rate) or (ii) the Floating Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement (during the Interest Period(s) in respect of which the Interest Rate is a Floating Interest Rate), as the case may be, for the period from (and including) the Issue Date to (but excluding) the Applicable Maturity Date.
- 8.3.2. If a Tranche of Mixed Rate Notes in respect of which Condition 7.2 is applicable (as specified in the Applicable Pricing Supplement) is not redeemed in full on or before the Scheduled Maturity Date then, unless otherwise specified in the Applicable Pricing Supplement, each Fixed Rate Note in that Tranche will bear interest on its Outstanding Principal Amount at the increased Interest Rate specified in (or calculated in the manner set out in) the Applicable Pricing Supplement, for the period from (and including) the Scheduled Maturity Date to (but excluding) the Applicable Maturity Date.
- 8.3.3. Each Mixed Rate Note in a Tranche will bear interest at (i) a Fixed Interest Rate for such Interest Period(s) as is/are specified for this purpose in the Applicable Pricing Supplement and (ii) a Floating Interest Rate for such Interest Period(s) as is/are specified for this purpose in the Applicable Pricing Supplement.
- 8.3.4. A Tranche of Mixed Rate Notes shall (i) for the Interest Period(s) during which that Tranche bears interest at a Fixed Interest Rate, be construed for all purposes as a Tranche of Fixed Rate Notes and (ii) for the Interest Period(s) during which that Tranche bears interest at a Floating Interest Rate, be construed for all purposes as a Tranche of Floating Rate Notes.

8.4. Index-Linked Notes and other Notes

The Applicable Pricing Supplement relating to a Tranche of Index-Linked Notes (or any other Tranche of Notes not specifically provided for in the Terms and Conditions) will set out, among other things, the manner in which the interest and/or other amounts payable in respect of that Tranche are to be calculated, the Interest and/or other Payment Commencement Date, the Interest and/or other Payment Date(s), the Interest and/or other Payment Period(s), and the manner in which the increased interest and/or other amounts payable in respect of that Tranche (if applicable) are to be calculated.

9. LATE PAYMENT

9.1. Interest-bearing Notes

Each interest-bearing Note will cease to bear interest from the Applicable Maturity Date. If payment of any amount due and payable in respect of a Tranche of interest-bearing Notes is not paid to the holders of such Notes on or before the due date for payment thereof, interest will continue to accrue on the unpaid amount in respect of such Notes, at the Fixed Rate or the Floating Rate, as the case may be, applicable to such Notes on such due date for payment, from and including such due date for payment to but excluding the Actual Redemption Date.

9.2. Zero Coupon Notes

- 9.2.1. If the principal, or any portion thereof, due and payable in respect of any Zero Coupon Note on the Applicable Maturity Date is improperly withheld or refused, that Zero Coupon Note will be redeemed at its Late Redemption Amount calculated (unless otherwise stated in the Applicable Pricing Supplement) as follows:

$$\text{LRA} = \text{IP} + \left(\frac{\text{IY}}{\text{DM}} \times \text{IP} \times \text{D} \right)$$

LRA = the Late Redemption Amount;

IP = the Issue Price;

IY = the Implied Yield;

D = the number of days elapsing between the Issue Date and the Actual Redemption Date (excluding the Issue Date and the Actual Redemption Date);

DM = the number of days elapsing between the Issue Date and the Applicable Maturity Date (excluding the Issue Date and the Applicable Maturity Date).

where:

- 9.2.2. Where any calculation is to be made in terms of this Condition 9.2 for a period which is not a whole number of years, it shall be calculated on the basis of actual days elapsed divided by 365 (three hundred and sixty five), or such other calculation basis as may be specified in the Applicable Pricing Supplement.

9.3. Index-Linked Notes and Other Notes

The Applicable Pricing Supplement relating to a Tranche of Index-Linked Notes (or any other Tranche of Notes not specifically provided for in the Terms and Conditions) will set out, among other things, the provisions (if any) which will apply where payment of any amount due and payable in respect of the Notes in that Tranche is not paid to the holders of such Notes on or before the due date for payment thereof.

10. CALCULATION AGENCY FUNCTIONS OF THE SERIES MANAGER

- 10.1. The Series Manager of a Series will, in respect of each Tranche of Notes in that Series, in accordance with the Series Manager Agreement relating to that Series:

10.1.1. on each Rate Determination Date, determine the Floating Interest Rate applicable to a Tranche of Floating Rate Notes in that Series for the interest Period commencing on that Rate Determination Date and, as soon as practicable after that Rate Determination Date, notify the Issuer and the relevant Noteholders (in the manner set out in Condition 21.1) of that Floating Interest Rate and, if that Tranche of Notes is listed on the Interest Rate Market of the JSE, notify the JSE and the CSD of that Floating Interest Rate;

10.1.2. calculate the relevant Payment Amount due and payable by the Issuer to the relevant Noteholders on the relevant Payment Date;

- 10.1.3. at least seven days before the relevant Payment Date:
- 10.1.3.1. notify the Paying Agent in writing of the relevant Payment Amount and the manner in which the relevant Payment Amount is to be apportioned between and disbursed to the relevant Noteholders; and
- 10.1.3.2. notify the issuer and the relevant Noteholders (in the manner set out in Condition 21.1) of the relevant Payment Amount and, if the relevant Tranche of Notes is listed on the Interest Rate Market of the JSE, notify the JSE and the CSD of the relevant Payment Amount.
- 10.2. For the purposes of Condition 10.1:
- 10.2.1. "relevant Payment Amount" means, in relation to a Tranche of Notes in a Series, the aggregate amount which is due and payable by the Issuer to the relevant Noteholders, on the relevant Payment Date, pursuant to the Applicable Terms and Conditions;
- 10.2.2. "relevant Payment Date" means, in relation to a Tranche of Notes in a Series, the Applicable Maturity Date and (where applicable) each Interest Payment Date or (in relation to a Tranche of Index-Linked Notes in that Series or any other Tranche of Notes in that Series not specifically provided for in the Terms and Conditions), each payment date specified as such in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche.
- 10.3. Any certificate or other document issued by a Reference Bank or the Series Manager of a Series, as the case may be, as to the amount of any determination, calculation and/or quotation made or obtained by such Reference Bank or such Series Manager, as the case may be, for the purposes of the Terms and Conditions, shall be *prima facie* proof of such amount.
- 10.4. If the Series Manager of a Series cannot for any reason determine and/or calculate and/or publish any amount, rate or date as provided in the Terms and Conditions and/or the Series Conditions of that Series, it will forthwith notify the Issuer and the Paying Agent thereof and, if any Notes in that Series are listed on the Interest Rate Market of the JSE, it will forthwith notify the JSE and the CSD thereof. Any failure by the Series Manager of a Series to determine and/or calculate and/or publish any of the foregoing will not affect the Issuer's obligations to pay any amount due in respect of the Notes in that Series as and when due.

11. PAYMENT

11.1. Priority of Payments

- 11.1.1. The Issuer will not be obliged to make payment of, and no Noteholder in a Series will be entitled to receive payment of, any amount due and payable by the Issuer to such Noteholder under the Applicable Terms and Conditions, except in accordance with the Pre-Enforcement Priority of Payments applicable to that Series, unless and until all amounts required to be paid or provided for in terms of the Pre-Enforcement Priority of Payments applicable to that Series, in priority to such Noteholder have been paid, provided for or discharged in full, and then only to the extent that there are Available Funds to make payment to such Noteholder in terms of the Pre-Enforcement Priority of Payments applicable to that Series.
- 11.1.2. Notwithstanding the subordination contemplated in Condition 11.1.1, a Noteholder in a Series will be entitled to receive payment, on any date, of the amount due and payable to such Noteholder by the Issuer under the Applicable Terms and Conditions on that date, to the extent that there are Available Funds for that purpose in terms of the Pre-Enforcement Priority of Payments applicable to that Series; provided that:

11.1.2.1.all of the issuer's creditors in respect of that Series (including Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series) that rank prior to such Noteholder in the Pre-Enforcement Priority of Payments applicable to that Series have been paid in full all the amounts due and payable to them by the Issuer on that date (or such amounts have been provided for in full);

11.1.2.2.all amounts which the Issuer is required, on or as at that date, to retain by way of a provision to meet actual or anticipated future expenses or liabilities to the Issuer's creditors in respect of that Series (including Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series) that rank prior to such Noteholder in the Pre-Enforcement Priority of Payments applicable to that Series have been retained.

11.1.3. If the Issuer fails to pay all or part of any amount then due and payable by the Issuer to a Noteholder in a Series under the Applicable Terms and Conditions as a result of a lack of Available Funds for that purpose in terms of the Pre-Enforcement Priority of Payments applicable to that Series:

11.1.3.1.the Issuer will not be in default of its obligations under the Applicable Terms and Conditions and such failure to pay such Noteholder shall not be an Event of Default in respect of that Series;

11.1.3.2.the unpaid amount will not bear penalty interest;

11.1.3.3.payment of the unpaid amount will be deferred to the following Interest Payment Date on which there are Available Funds to make such payment in terms of the Pre-Enforcement Priority of Payments applicable to that Series as at that Interest Payment Date.

11.1.4. The Issuer will, in making payments to the Noteholders in a Series in terms of the Applicable Terms and Conditions, rely solely on the Series Assets relating to that Series.

11.2. General

11.2.1. Only Noteholders named in the Register at 17h00 (South African time) on the Last Day to Register shall be entitled to payments of principal and interest in respect of the Notes.

11.2.2. All payments of principal and/or interest payable in respect of any Notes shall be made by the Paying Agent, on behalf of the Issuer, on the terms and conditions of the Paying Agent Agreement and this Condition 11. The Issuer shall not be responsible for the loss in transmission of any funds paid by the Paying Agent to the Noteholders, and payment of any amount by the Issuer to the Paying Agent (into such separate bank account of the Issuer held with the Paying Agent for the Notes as is agreed in writing between the Issuer and the Paying Agent from time to time) in accordance with the Paying Agent Agreement, shall be satisfaction *pro tanto*, to the extent of such amount, of the Issuer's obligations to the Noteholders under the Applicable Terms and Conditions and the Paying Agent Agreement.

11.2.3. Payments will, in relation to a Tranche of Notes in a Series, be subject in all cases to the Priority of Payments applicable to that Series and any taxation or other laws, directives and regulations applicable to such payment in the place of payment.

11.2.4. Any reference in the Terms and Conditions to any amounts payable in respect of any Notes shall be deemed also to refer to any additional amounts which may be payable under the Terms and Conditions or under any undertakings given in addition to, or in substitution for, the Terms and Conditions.

11.3. Method of payment

The Paying Agent will, on behalf of the Issuer, pay the interest and principal due and payable in respect of Notes in a Series:

- 11.3.1. in the case of uncertificated Notes, in immediately available and freely transferable funds, in Rands by electronic funds transfer to the bank account of the CSD's Nominee, as the registered holder of such Notes, which in turn will transfer such funds, via the CSD Participants, to the holders of Beneficial Interests in such Notes;
- 11.3.2. in the case of Notes represented by an Individual Certificate, in immediately available and freely transferable funds, in Rands by electronic funds transfer, to the bank account of the person named as the registered holder of such Notes in the Register or, in the case of joint registered Noteholders, the bank account of the first one of them named in the Register in respect of such Notes;

11.4. Beneficial Interests

- 11.4.1. Following payment to the CSD's Nominee of principal and/or interest due and payable in respect of any uncertificated Notes, such funds will be transferred by the CSD's Nominee, via the CSD Participants, to the holders of Beneficial Interests in such Notes.
- 11.4.2. Each of the persons reflected in the records of the CSD or the relevant CSD Participant, as the case may be, as the holders of Beneficial Interests in Notes will look solely to the CSD or the relevant CSD Participant, as the case may be, for such person's share of each payment so made by the Paying Agent, on behalf of the Issuer, to or for the order of the CSD's Nominee, as the registered holder of such Notes. Neither the Paying Agent nor the Issuer will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests, or for maintaining, supervising or reviewing any records relating to such Beneficial Interests. Payments of interest and principal in respect of Beneficial Interests in Notes will be recorded by the CSD's Nominee, as the registered holder of such Notes, distinguishing between interest and principal, and such record of payments by the CSD's Nominee, as the registered holder of such Notes, will be *prima facie* proof of such payments.
- 11.4.3. Any payment in respect of a partial redemption of Beneficial Interests in Notes will be made in accordance with the Applicable Procedures or as agreed to separately between the CSD's Nominee and the Issuer.

11.5. Payments by cheque

- 11.5.1. If the Paying Agent, on behalf of the Issuer, is prevented or restricted directly or indirectly from making any payment in respect of a Tranche of Notes in a Series by electronic funds transfer in accordance with the preceding paragraphs of this Condition 11 (whether by reason of strike, lock-out, fire, explosion, flood, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or other disturbance, cessation of labour, Government interference or control or any other cause or contingency beyond the control of the Paying Agent) such inability to make payment will not constitute an Event of Default in respect of that Series and the Paying Agent, on behalf of the Issuer, shall be entitled (subject to Applicable Laws and banking practice) to make such payment by cheque (or by such number of cheques as may be required in accordance with Applicable Laws and banking practice).
- 11.5.2. All moneys so payable by cheque shall, promptly after the Paying Agent is so prevented or restricted from making payment by electronic funds transfer (as contemplated in Condition 11.5.1), be sent by post (unless otherwise requested by the relevant Noteholder by notice in writing to the Issuer), at the risk of that Noteholder, to the address of that Noteholder, as set forth in the Register or, in the case of joint

Noteholders, the address set forth in the Register of the first one of them named in the Register in respect of those Notes. Each such cheque shall be made payable to the relevant Noteholder or, in the case of joint Noteholders, the first one of them named in the Register. Cheques may be posted by ordinary post, provided that neither the Issuer nor the Paying Agent shall be responsible for any loss, including without limitation any loss due to theft or fraud, in transmission and the postal authorities shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this Condition 11.5.

- 11.5.3. Payment by cheque sent in terms of this Condition 11.5 shall be a complete discharge by the Issuer of its obligations in respect of the amount of the cheque.

11.6. Payment Date

Notwithstanding anything to the contrary contained in the Terms and Conditions, if the date for payment of any amount payable in respect of any Note in a Tranche is not a Business Day, then:

- 11.6.1. If a Business Day Convention is not specified in the Applicable Pricing Supplement, such date for payment shall be the following Business Day;
- 11.6.2. If a Business Day Convention is specified in the Applicable Pricing Supplement, such date for payment shall be adjusted according to such Business Day Convention,

and the holder of such Note will not be entitled to further interest or other payment in respect of any such delay.

11.7. Surrender of Individual Certificates

- 11.7.1. No payment of any amount payable in respect of any Notes, represented by Individual Certificates, which are to be redeemed pursuant to the Terms and Conditions shall be made unless, on or before the Applicable Redemption Date, the Individual Certificate(s) representing (or embodying) such Notes have been surrendered for cancellation at the Specified Office of the Transfer Agent.
- 11.7.2. If the Individual Certificate(s) representing (or embodying) any Notes which are to be redeemed pursuant to the Terms and Conditions is/are not surrendered for cancellation on or before the Applicable Redemption Date, as set out in Condition 11.7.1, interest (if any) on such Notes will cease to accrue to the holder of such Notes from the Applicable Redemption Date.
- 11.7.3. All documents and Individual Certificates which are required to be presented and/or surrendered to the Transfer Agent in accordance with the Terms and Conditions will be so presented and/or surrendered at the Specified Office of the Transfer Agent.

12. TAXATION

- 12.1. All payments (whether in respect of principal, interest or otherwise) in respect of a Tranche of Notes will be made without withholding or deduction for or on account of any Taxes, unless such withholding or deduction is required by Applicable Law.
- 12.2. The payment of any Taxes by the Issuer as an agent or representative taxpayer for a Noteholder shall not constitute a withholding or deduction for the purposes of this Condition 12.
- 12.3. If any such withholding or deduction is required by Applicable Law in respect of Taxes imposed or levied on any payments (whether in respect of principal, interest or otherwise) in respect of a Tranche of Notes, the issuer will, subject to the Issuer's rights to redeem that Tranche of Notes in terms of Condition 7.3, make such payments after such withholding or deduction has been made and will account to the relevant authorities for the amount so required to be withheld or deducted. The Issuer will not be obliged to make any additional payments to Noteholders in respect of such withholding or deduction.

13. EVENTS OF DEFAULT

13.1. Event of Default

An Event of Default in respect of a Series (and each Tranche of Notes in that Series) will occur upon the happening of an Event of Default specified as such in the Series Supplement relating to that Series and, unless otherwise specified in that Series Supplement, if:

- 13.1.1. an Issuer Insolvency Event occurs; or
- 13.1.2. the Issuer has any judgment or similar award ("**judgment**") awarded against it and fails to satisfy such judgment within 30 days after becoming aware thereof, or:
 - 13.1.2.1. if such judgment is appealable, fails to appeal against such judgment within the time limits prescribed by law or fails to diligently prosecute such appeal thereafter or ultimately fails in such appeal and then fails to satisfy such judgment within 10 days; and/or
 - 13.1.2.2. if such judgment is a default judgment, fails to apply for the rescission thereof within the time limits prescribed by law or fails to diligently prosecute such application thereafter or ultimately fails in such application and then fails to satisfy such judgment within 10 (ten) days; and/or
 - 13.1.2.3. if such judgment is reviewable, fails to initiate proceedings for the review thereof within the time limits prescribed by law or fails to diligently prosecute such proceedings thereafter or ultimately fails in such proceedings and then fails to satisfy such judgment within 10 days; or
- 13.1.3. the Issuer ceases to carry on the Business in a normal and regular manner or materially changes the nature of the Business, or through an official act of the board of directors of the Issuer, threatens to cease to carry on the Business.

13.2. Action following an Event of Default

- 13.2.1. The Series Security SPV incorporated in respect of a Series will not be required to take any steps to ascertain whether any Event of Default in respect of that Series has occurred or to monitor or supervise the observance and performance by the Issuer of its obligations under the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series and, until that Series Security SPV has actual knowledge or has been served with express notice thereof it will be entitled to assume that no such Event of Default in respect of that Series has taken place.
- 13.2.2. The Series Manager of a Series, upon becoming aware that any Event of Default in respect of that Series has occurred and is continuing, shall forthwith notify the Issuer, the Series Security SPV incorporated in respect of that Series, the Rating Agency, the Paying Agent and, if any of the Notes in that Series are listed on the Interest Rate Market of the JSE, the JSE and the CSD, of such Event of Default.
- 13.2.3. Upon receipt by the Series Security SPV incorporated in respect of a Series of notice from the Series Manager of that Series of an Event of Default in respect of that Series, or upon that Series Security SPV itself becoming aware that an Event of Default in respect of that Series has occurred and is continuing, that Series Security SPV shall promptly give notice thereof to the Noteholders in that Series (in the manner set out in Condition 21.1) and that Series Security SPV shall promptly call a meeting of the Controlling Class Noteholders in that Series. That Series Security SPV shall forthwith deliver an Enforcement Notice in respect of that Series to the Issuer, declaring all of the Notes in that Series and all amounts owing under the Series Transaction Agreements relating to that Series (whether or not due for payment) to be immediately due and payable, if:

13.2.3.1.at the meeting of the Controlling Class Noteholders in that Series contemplated in Condition 13.2.3, that Series Security SPV is instructed to do so by a Special Resolution of those Controlling Class Noteholders;

13.2.3.2.that Series Security SPV, in its sole and absolute discretion, so decides.

13.2.4. The delivery of an Enforcement Notice in respect of a Series by or on behalf of the Series Security SPV incorporated in respect of that Series to the Issuer pursuant to Condition 13.2.3 is a Guarantee Event in respect of that Series for purposes of the Series Guarantee relating to that Series. The Issuer and the Series Security SPV incorporated in respect of a Series have (or will have) agreed, in terms of the Series Indemnity relating to that Series, that a Guarantee Event in respect of that Series shall be (and shall be deemed to be) a claim by that Series Security SPV, against the Issuer, under that Series Indemnity.

13.2.5. Following a Guarantee Event in respect of a Series (and promptly after the Enforcement Date in respect of that Series), the Issuer shall pay to the Series Security SPV incorporated in respect of that Series, in terms of the Series Indemnity relating to that Series (and notwithstanding that the Issuer may dispute its liability to make such payment), an amount equal to the total amount payable to the Noteholders in, and the other Series Secured Creditors of, that Series under the Series Guarantee relating to that Series (ignoring the provisions of the Guarantee Conditions set out in that Series Guarantee). The Issuer shall pay such total amount in cash, without set-off, withholding or deduction of any nature whatsoever, into such bank account relating to that Series as that Series Security SPV nominates in writing for this purpose. The Issuer shall not have the right to withhold such payment even if it contends that it is not liable or obliged to pay such total amount on the basis of any fact or allegation which would or may constitute a legal or equitable defence to any claims of that Series Security SPV under the Series Indemnity relating to that Series.

13.2.6. Following a Guarantee Event in respect of a Series (and promptly after the Enforcement Date in respect of that Series), the Series Security SPV incorporated in respect of that Series will, in terms of the Series Guarantee relating to that Series, enforce the remedies available to it under the Series Security Agreements relating to that Series (and such other remedies as may be available to it at law) and realise the Series Assets relating to that Series for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series.

14. LIMITED RIGHTS OF ENFORCEMENT, NON-PETITION AND SET-OFF

14.1. Subject to Condition 14.2, only the Series Security SPV incorporated in respect of a Series may, following a Guarantee Event in respect of that Series, enforce the security created in favour of that Series Security SPV by the Series Security Agreements relating to that Series, subject to and in accordance with the Series Security Agreements relating to that Series and the other Series Transaction Agreements relating to that Series.

14.2. The rights of the Noteholders in a Series against the Issuer are limited to the extent that such Noteholders are not entitled to take any action or proceedings against the Issuer to recover any amounts payable by the Issuer to them under the Applicable Terms and Conditions (including not levying or enforcing any attachment or execution upon any of the assets of the Issuer (including the Series Assets relating to that Series) and all rights of enforcement will be exercised by the Series Security SPV incorporated in respect of that Series, following a Guarantee Event in respect of that Series, subject to and in terms of the Series Guarantee relating to that Series, provided that:

14.2.1. if that Series Security SPV is entitled and obliged to deliver an Enforcement Notice in respect of that Series to the Issuer and/or to enforce its remedies against the Issuer pursuant to the Series Security Agreements relating to that Series, but fails to do so within 60 (sixty) Business Days of being called upon

to do so by a Special Resolution of the Controlling Class Noteholders in that Series or by any other Series Secured Creditor of that Series; or

14.2.2. if that Series Security SPV is wound-up, liquidated, de-registered or placed under Business Rescue (in each case whether voluntarily or compulsorily, provisionally or finally); or

14.2.3. If the Series Guarantee relating to that Series and/or the other Series Security Agreements relating to that Series is/are not enforceable (as finally determined by a judgment of a court of competent jurisdiction after all rights of appeal and review have been exhausted or as agreed by that Series Security SPV, the Noteholders in, and the other Series Secured Creditors of, that Series),

then each Noteholder in, and each other Series Secured Creditor of, that Series will be entitled to take action itself to enforce its claims directly against the Issuer.

14.3. The Noteholders in a Series will not, until 2 (two) years following the Programme Termination Date, institute, or join with any person in instituting or vote in favour of, any steps or legal proceedings for the winding-up, liquidation, de-registration, Business Rescue of, or any compromise or scheme of arrangement or related relief in respect of:

14.3.1. the Issuer or for the appointment of a liquidator, Business Rescue practitioner or similar officer of the Issuer; or

14.3.2. the Series Security SPV incorporated in respect of that Series or for the appointment of a liquidator, Business Rescue practitioner or similar officer of that Series Security SPV.

14.4. Without prejudice to the foregoing provisions of this Condition 14, each Noteholder in a Series undertakes to the Issuer and the Series Security SPV incorporated in respect of that Series that if any payment is received by that Noteholder other than in accordance with the Priority of Payments applicable to that Series in respect of sums due to it by the Issuer under the Applicable Terms and Conditions or, following a Guarantee Event in respect of that Series, that Series Security SPV under the Series Guarantee relating to that Series, as the case may be, the amount so paid will be received and held by such Noteholder as agent for the Issuer or that Series Security SPV, as the case may be, and will be paid to the Issuer or that Series Security SPV, as the case may be, immediately on demand.

14.5. The Series Security SPV incorporated in respect of a Series has acknowledged in the Series Common Terms Agreement relating to that Series that it holds the security created pursuant to the Series Security Agreements relating to that Series to be distributed, following a Guarantee Event in respect of that Series (subject to the Guarantee Conditions set out in the Series Guarantee relating to that Series), in accordance with the Post-Enforcement Priority of Payments applicable to that Series.

14.6. Each Noteholder in a Series agrees that it will not set off or claim to set off any amounts owed by such Noteholder to the Issuer or, following a Guarantee Event in respect of that Series, the Series Security SPV incorporated in respect of that Series, as the case may be, against any amount owed to it by the Issuer or that Series Security SPV, as the case may be.

14.7. Notwithstanding the preceding provisions of this Condition 14, in the event of a liquidation or a winding-up of the Issuer or the Issuer being placed under Business Rescue, each Noteholder in a Series agrees that Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series that rank prior to such Noteholder in the Post-Enforcement Priority of Payments applicable to that Series will be entitled to receive payment in full of amounts due and payable to them before such Noteholder receives any payment of amounts owing to it. In order to ensure the fulfilment of the Post-Enforcement Priority of Payments applicable to that Series as aforesaid, each Noteholder in that Series agrees that, in the event of such liquidation, winding-up or Business Rescue, the Series Security SPV incorporated in respect of that Series shall:

- 14.7.1. deliver an Enforcement Notice in respect of that Series to the Issuer and enforce that Series Security SPV's remedies against the Issuer pursuant to the Series Indemnity relating to that Series and the other Series Security Agreements relating to that Series;
 - 14.7.2. following the delivery of the Enforcement Notice in respect of that Series, make a claim in the winding-up, liquidation or Business Rescue proceedings of the Issuer against the Series Assets relating to that Series pursuant to the Series Indemnity relating to that Series and the other Series Security Agreements relating to that Series;
 - 14.7.3. out of the net amount recovered and received in the proceedings contemplated in Condition 14.7.2 and from the realisation of the Series Assets relating to that Series pursuant to the Series Security Agreements relating to that Series, pay the Noteholders in, and the other Series Secured Creditors of, that Series in accordance with the Post-Enforcement Priority of Payments applicable to that Series.
- 14.8. If the Series Security SPV incorporated in respect of a Series fails, for whatever reason, to make a claim in the liquidation, winding-up or Business Rescue proceedings of the Issuer in terms of Condition 14.7.2, or if the liquidator or Business Rescue practitioner does not accept a claim tendered for proof by that Series Security SPV in terms of Condition 14.7.2, as the case may be, then each Noteholder in that Series will be entitled to lodge such claims itself but each Noteholder in that Series agrees that:
- 14.8.1. any claim made or proved by such Noteholder in the liquidation, winding-up or Business Rescue proceedings in respect of amounts owing to it by the Issuer under the Applicable Terms and Conditions will be subject to the condition that no amount will be paid in respect thereof to the extent that the effect of such payment would be that the amount payable to the Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series that rank prior to such Noteholder in terms of the Post-Enforcement Priority of Payments applicable to that Series would be reduced; and
 - 14.8.2. if the liquidator or Business Rescue practitioner does not accept claims proved subject to the condition contained in Condition 14.8.1, then such Noteholder will be entitled to prove its claims against the Issuer in full, on the basis that any liquidation dividend payable to such Noteholder is paid to the Series Security SPV incorporated in respect of that Series for distribution in accordance with the Post-Enforcement Priority of Payments applicable to that Series.

15. THE SERIES GUARANTEE

- 15.1. The Series Security SPV incorporated in respect of a Series will, in terms of the Series Guarantee relating to that Series, irrevocably guarantee to each Noteholder in that Series that, if a Guarantee Event in respect of that Series occurs, that Series Security SPV will, subject to the Guarantee Conditions set out in that Series Guarantee, pay to each Noteholder in that Series, to the extent permitted by and strictly in accordance with the Post-Enforcement Priority of Payments applicable to that Series, the Outstanding Principal Amount of the Notes held by that Noteholder, together with accrued interest thereon.
- 15.2. The delivery of an Enforcement Notice in respect of a Series by or on behalf of the Series Security SPV incorporated in respect of that Series to the Issuer pursuant to Condition 13.2.3 is a Guarantee Event in respect of that Series for purposes of the Series Guarantee relating to that Series. The Issuer and the Series Security SPV incorporated in respect of a Series have (or will have) agreed, in terms of the Series Indemnity relating to that Series, that a Guarantee Event in respect of that Series shall be (and shall be deemed to be) a claim by that Series Security SPV, against the Issuer, under that Series Indemnity.

15.3. Following a Guarantee Event in respect of a Series (and promptly after the Enforcement Date in respect of that Series), the Series Security SPV incorporated in respect of that Series will, in terms of the Series Guarantee relating to that Series:

15.3.1. enforce the remedies available to it under the Series Security Agreements relating to that Series (and such other remedies as may be available to it at law) and realise the Series Assets relating to that Series for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series;

15.3.2. subject to the Guarantee Conditions set out in the Series Guarantee relating to that Series, out of the aggregate amount which that Series Security SPV recovers pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series, pay the Noteholders in, and the other Series Secured Creditors of, that Series, to the extent permitted by and strictly in accordance with the Post-Enforcement Priority of Payments applicable to that Series.

15.4. The recourse of the Noteholders in, and the other Series Secured Creditors of, a Series will be limited to the aggregate amount recovered by the Series Security SPV incorporated in respect of that Series (following a Guarantee Event in respect of that Series) pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series. Notwithstanding anything to the contrary contained in the Series Guarantee relating to that Series or any of the other Series Transaction Agreements relating to that Series, the liability of that Series Security SPV, under that Series Guarantee, to the Noteholders in, and the other Series Secured Creditors of, that Series shall never exceed the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

15.5. The payment by the Series Security SPV incorporated in respect of a Series (following a Guarantee Event in respect of that Series) to the Noteholders in, and the other Series Secured Creditors of, that Series, in terms of the Series Guarantee relating to that Series, of the full amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series, to the extent permitted by and strictly in accordance with the Post-Enforcement Priority of Payments applicable to that Series will, in respect of the Noteholders in that Series:

15.5.1. cure in full the relevant Event of Default in respect of that Series; and

15.5.2. be satisfaction in full of the Issuer's obligations to make payment to the Noteholders in that Series under the Applicable Terms and Conditions; and

15.5.3. be satisfaction in full of that Series Security SPV's obligations to make payment to the Noteholders in that Series under the Series Guarantee relating to that Series.

16. **STIPULATIONS**

16.1. The Series Security SPV incorporated in respect of a Series, upon signing the Series Guarantee relating to that Series, is deemed to have notice of the Terms and Conditions and the Series Supplement relating to that Series and is entitled to the benefits of the Terms and Conditions and the benefits (if any) conferred on that Series Security SPV in that Series Supplement, and that Series Security SPV shall be deemed to have accepted such benefits and shall be bound by all of those provisions of the Terms and Conditions and that Series Supplement which confer rights and/or impose obligations on that Series Security SPV.

16.2. Each Noteholder in a Series, upon its subscription for Notes in that Series and the issue of such Notes to it, or upon the transfer of such Notes to it, as the case may be:

16.2.1. is entitled to the benefits of, and is deemed to have notice of, the Series Guarantee relating to that Series, and such Noteholder shall be deemed to have accepted such benefits and shall be bound by all of those

provisions of the Series Guarantee relating to that Series which confer rights and/or impose obligations on such Noteholder;

16.2.2. is entitled to the benefits of, and is deemed to have notice of, the Paying Agent Agreement, and such Noteholder shall be deemed to have accepted such benefits and shall be bound by all of those provisions of the Paying Agent Agreement which confer rights and/or impose obligations on such Noteholder;

16.2.3. is entitled to the benefits of, and is deemed to have notice of, the Priority of Payments applicable to that Series, and such Noteholder shall be deemed to have accepted such benefits and shall be bound by all of those provisions of the Priority of Payments applicable to that Series which confer rights and/or impose obligations on such Noteholder.

17. TRANSFER AGENT AND PAYING AGENT

17.1. The Issuer is entitled to vary or terminate the appointment of the Transfer Agent and/or the Paying Agent and/or to appoint additional or other agents.

17.2. If the Issuer elects to appoint another entity as Transfer Agent, that other entity, on execution of a Transfer Agent Agreement, shall serve in that capacity in respect of the Notes.

17.3. If the Issuer elects to appoint another entity as Paying Agent, that other entity, on execution of an agreement substantially in the form of the Paying Agent Agreement, shall serve in that capacity in respect of the Notes.

17.4. If the Issuer elects to appoint another entity as Transfer Agent and/or Paying Agent in terms of this Condition 17, the Issuer shall notify the Noteholders (in the manner set out in Condition 21.1), of such appointment(s) and, if any Tranche of Notes is listed on the Interest Rate Market of the JSE, the Issuer shall notify the JSE of such appointment(s).

17.5. For as long as any Tranche of Notes is listed on the Interest Rate Market of the JSE, there will at all times be a Paying Agent and a Transfer Agent with a Specified Office in such place as may be required by the Applicable Procedures.

17.6. The Transfer Agent and the Paying Agent act solely as the agents of the Issuer and do not assume any obligation towards or relationship of agency or trust for or with any Noteholders.

18. TRANSFER OF NOTES

18.1. Transferability of Notes

The Notes will be freely transferable.

18.2. Transfer of Beneficial Interests

18.2.1. Transfers of Beneficial Interests to and from clients of CSD Participants occur by way of electronic book entry in the securities accounts maintained by the CSD Participants for their clients, in accordance with the Applicable Procedures. Transfers of Beneficial Interests among CSD Participants occur through electronic book entry in the central securities accounts maintained by CSD for the CSD Participants, in accordance with the Applicable Procedures. Transfers of Beneficial Interests in Notes will not be recorded in the Register, and the CSD's Nominee will continue to be reflected in the Register as the registered holder of such Notes notwithstanding such transfers

18.2.2. Transfers of Beneficial Interests in Notes will not be recorded in the Register and the CSD's Nominee will continue to be reflected in the Register as the registered holder of such Notes notwithstanding such transfers.

18.3. Transfer of Notes represented by Individual Certificates

- 18.3.1. A transfer of Notes represented by an Individual Certificate will not be recorded in the Register, and such transfer will not be recognised by the Issuer, unless:
- 18.3.1.1. the transfer of such Notes is embodied in the Transfer Form;
 - 18.3.1.2. the Transfer Form is signed by the registered Noteholder and the transferee, or any authorised representative of that registered Noteholder and/or transferee;
 - 18.3.1.3. the Transfer Form is delivered to the Transfer Agent at its Specified Office together with the relevant Individual Certificate for cancellation.
- 18.3.2. Transfers of Notes represented by an Individual Certificate will only be in the Specified Denomination or any multiple thereof. Notes represented by an Individual Certificate may be transferred in whole or in part in amounts of not less than the Specified Denomination (or any multiple thereof).
- 18.3.3. Subject to the preceding provisions of this Condition 18, the Transfer Agent will, within 3 Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with Applicable Laws and/or the Applicable Procedures), record the transfer of Notes represented by an Individual Certificate in the Register, and authenticate and deliver to the transferee at the Transfer Agent's Specified Office or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of such Notes reflecting the same Outstanding Principal Amount as the Notes transferred.
- 18.3.4. Where a Noteholder has transferred part only of his holding of Notes represented by an Individual Certificate, the Transfer Agent will authenticate and deliver to such Noteholder at the Transfer Agent's Specified Office or, at the risk of such Noteholder, send by mail to such address as such Noteholder may request, a new Individual Certificate in respect of the balance of the Notes held by such Noteholder.
- 18.3.5. The transferor of any Notes represented by an Individual Certificate will be deemed to remain the owner thereof until the transferee is registered in the Register as the holder thereof.
- 18.3.6. Before any transfer of any Notes represented by an Individual Certificate is registered in the Register, all relevant transfer taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the Issuer and the Transfer Agent may reasonably require as to the identity and title of the transferor and the transferee.
- 18.3.7. No transfer of any Notes represented by an Individual Certificate will be registered while the Register is closed as contemplated in Condition 20.
- 18.3.8. If a transfer of any Notes represented by an Individual Certificate is registered in the Register, the Transfer Form and cancelled individual Certificate will be retained by the Transfer Agent.

19. EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF INDIVIDUAL CERTIFICATES

19.1. Exchange of Beneficial Interests

- 19.1.1. A holder of a Beneficial Interest in a Note may, subject to Applicable Laws and in particular, section 42 of the Financial Markets Act, by written notice to the CSD Participant (or, if such holder is a CSD Participant, the CSD), request that such Beneficial Interest be exchanged for Notes in definitive form represented by an Individual Certificate ("Exchange Notice"). The Exchange Notice shall specify the name, address and bank account details of the holder of the Beneficial Interest.

- 19.1.2. The CSD Participant will, within 7 days of receipt of the Exchange Notice, through the CSD, notify the Transfer Agent that it is required to exchange such Beneficial Interest for Notes represented by an Individual Certificate. The Transfer Agent will, as soon as is practicable but within 14 days of receipt of such notice from the CSD, procure that an Individual Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 14-day period ("**Exchange Date**"), to the holder of the Beneficial Interest at the Specified Office of the Transfer Agent.
- 19.1.3. In the case of the exchange of a Beneficial Interest in Notes issued in uncertificated form:
- 19.1.3.1. the CSD's Nominee surrender (through the CSD system) such uncertificated Notes to the Transfer Agent at its Specified Office;
- 19.1.3.2. the Transfer Agent will obtain the release of such uncertificated Notes from the CSD in accordance with the Applicable Procedures.
- 19.1.4. An Individual Certificate shall, in relation to a Beneficial Interest in any number of Notes issued in uncertificated form of a particular aggregate Nominal Amount standing to the account of the holder thereof, represent that number of Notes of that aggregate Nominal Amount and shall otherwise be in such form as may be agreed between the Issuer and the Transfer Agent, provided that if such Outstanding Principal Amount is equivalent to a fraction of the Specified Denomination (or a fraction of any multiple thereof), such Individual Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

20. REGISTER

- 20.1. The Register will be kept at the Specified Office of the Transfer Agent. The Register will, in respect of a Tranche of Notes issued in registered form, contain the name, address and bank account details of each holder of Notes in that Tranche. The CSD's Nominee will be listed in the Register as the registered holder of each Tranche of Notes (other than Notes which are represented by Individual Certificates) which is listed on the Interest Rate Market of the JSE. The Register will set out the aggregate Principal Amount of the Note(s) in that Tranche issued to the Noteholder or the aggregate Outstanding Principal Amount of the Note(s) in that Tranche transferred to the Noteholder, as the case may be, the Issue Date, the date of transfer of such Notes (if applicable) and the date upon which the Noteholder became registered as such. The Register will show the serial numbers of the Individual Certificates issued. The Register will be open for inspection during the normal business hours of the Transfer Agent to the Issuer (or any person authorised by the Issuer) and any Noteholder (or any person of proven identity authorised in writing by any Noteholder).
- 20.2. Neither the Issuer nor the Paying Agent nor the Transfer Agent will be bound to enter any trust into the Register or to take any notice of or to accede to the execution of any trust (express, implied or constructive) to which any Note may be subject.
- 20.3. The Register will, in respect of a Tranche of Notes issued in registered form, be closed during the 10 days preceding each Interest Payment Date and the Applicable Redemption Date from 17h00 on the Last Day to Register until 17h00 on the day preceding the Interest Payment Date and the Applicable Maturity Date. All periods referred to for the closure of the Register may, subject to the Applicable Procedures, be shortened by the Issuer from time to time, upon notice thereof to the Noteholders in the manner set out in Condition 21.1.
- 20.4. The Transfer Agent will amend the Register in respect of any change of name, address or bank account number of any of the Noteholders of which it is notified; provided that the Register will only be amended to reflect a transfer of Notes if such transfer is carried out in accordance with Condition 18.2 and Condition 19.

21. NOTICES

21.1. Notice to Noteholders

- 21.1.1. All notices to Noteholders in respect of Notes listed on the Interest Rate Market of the JSE shall be valid if they are electronically published on the Securities Exchange News Service ("**SENS**") established by the JSE. Any such notice shall be deemed to have been given on the day of its publication.
- 21.1.2. All notices to the Noteholders in respect of unlisted Notes shall be in writing and shall:
 - 21.1.2.1. be sent by registered mail to the respective postal addresses of Noteholders appearing in the Register or delivered by hand to the respective physical addresses of Noteholders appearing in the Register; and
 - 21.1.2.2. be published in a leading English language daily newspaper of general circulation in South Africa; and
 - 21.1.2.3. for so long as the Notes are listed on the Interest Rate Market of the JSE, be published in a daily newspaper of general circulation in Johannesburg or on any electronic news service of general distribution, as the case may be.
- 21.1.3. A notice given to Noteholders in terms of Condition 21.1.2 shall be deemed to have been received by the Noteholders on the date on which such notice is first published in the newspaper contemplated in Condition 21.1.2.2.
- 21.1.4. Where any provision of the Terms and Conditions requires notice to be given to the Noteholders of any matter other than a meeting of Noteholders, such notice will be given *mutatis mutandis* as set out in this Condition 21.1, subject to compliance with any other time periods prescribed in the provision concerned.

21.2. Notice by Noteholders

- 21.2.1. Subject to Condition 21.2.2, all notices to be given by any Noteholder to the Issuer or the Transfer Agent, as the case may be, shall be in writing and given by delivering the notice, by hand or by registered post, together with a certified copy of the relevant Individual Certificate (where applicable), to the Specified Office of the Issuer or the Specified Office of the Transfer Agent, as the case may be. Each such notice shall be deemed to have been received on the date of delivery (if such notice is delivered by hand) or the tenth day after the date on which such notice is sent by registered mail (if such notice is sent by registered mail).
- 21.2.2. All notices to be given by any holder of a Beneficial Interest shall be given by such holder through such holder's CSD Participant in accordance with the Applicable Procedures.

22. AMENDMENT OF THE APPLICABLE TERMS AND CONDITIONS AND THE PRIORITY OF PAYMENTS

- 22.1. Subject to Condition 22.5, the Issuer may effect, without the consent of any Noteholder, any amendment to the Applicable Terms and Conditions of Tranche(s) of Notes in that Series and/or the Priority of Payments applicable to that Series which is of a formal, minor or technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of South Africa (including, without limitation, the Applicable Laws and the Applicable Procedures).
- 22.2. Save as is provided in Condition 22.1 (and subject to Conditions 22.4 and 22.5) and subject to the Issuer first obtaining formal approval from the JSE, no amendment to the Applicable Terms and Conditions of a Tranche of Notes in a Series and/or the Priority of Payments applicable to a Series may be effected unless such amendment is in writing and signed by or on behalf of the Issuer and the Series Security SPV incorporated in respect of that Series and:

- 22.2.1. If such amendment affects the Applicable Terms and Conditions of every Class of Notes in that Series, such amendment is approved by an Extraordinary Resolution of such Noteholders or is signed by or on behalf of Noteholders in that Series holding not less than 66.67% of the aggregate Outstanding Principal Amount of all of the Notes in that Series, as the case may be;
- 22.2.2. If such amendment affects the Applicable Terms and Conditions of a particular Class (or Classes) of Notes in that Series, such amendment is approved by an Extraordinary Resolution of such Noteholders or is signed by or on behalf of the Noteholders of that Class (or those Classes) of Notes in that series holding not less than 66.67% of the aggregate Outstanding Principal Amount of all of the Notes in that Class (or those Classes) of Notes, as the case may be.
- 22.3. The amended Programme Memorandum must be submitted to the JSE and the amendments must be published on SENS.
- 22.4. No amendment to the Applicable Terms and Conditions of a Tranche of Notes in a Series and/or the Priority of Payments applicable to a Series which amends the rights and/or obligations of a Series Secured Creditor of that Series (other than a Noteholder in that Series) may be made without the prior written consent of that Series Secured Creditor.
- 22.5. If and for so long as any Tranche of Notes in a Series then in issue has been rated by the Rating Agency, no amendment to the Applicable Terms and Conditions of a Tranche of Notes in that Series and/or the Priority of Payments applicable to that Series may be made unless the Rating Agency has been furnished with 10 Business Days' prior written notice of the proposed amendment, and has not informed the Issuer that such amendment would adversely affect its current Rating of that Tranche of Notes.
- 22.6. Any amendment to the Applicable Terms and Conditions of a Tranche of Notes in a Series and/or the Priority of Payments applicable to a Series effected in terms of this Condition 22 will be binding on (as applicable) the holders of the Notes in that Tranche of Notes and/or the Noteholders in that Series and/or the Noteholders of the relevant Class (or Classes) of Notes in that Series, and such amendment will be notified to such Noteholders (in the manner set out in Condition 21.1) as soon as practicable thereafter.
- 22.7. For the avoidance of doubt, the exercise by the Issuer of its rights under Condition 17 shall not constitute an amendment to the Applicable Terms and Conditions of any Tranche of Notes in any Series and/or the Priority of Payments applicable to any Series.

23. PRESCRIPTION

Any claim for payment of principal and/or interest in respect of any of the Notes in a Tranche will prescribe 3 years after the date on which such payment first becomes due and payable under the Applicable Terms and Conditions; provided that if any payment of principal and/or interest in respect of such Notes is required, in accordance with the Applicable Terms and Conditions, to be made to the CSD's Nominee, any claim for such payment will prescribe 3 years after the date on which such payment has been received by the CSD's Nominee.

24. MEETINGS OF NOTEHOLDERS

24.1. Directions of Noteholders

- 24.1.1. The provisions with regard to meetings of Noteholders (and Class(es) of Noteholders) in a Series are set out in this Condition 24.
- 24.1.2. Every director, the secretary of and the attorney to the Issuer, the Series Security SPV incorporated in respect of a Series and every other person authorised in writing by the Issuer or that Series Security SPV, may attend and speak at a meeting of Noteholders and (and Class(es) of Noteholders) in that

Series, but will not be entitled to vote, other than as a Noteholder or proxy or duly authorised representative of a Noteholder.

- 24.1.3. Subject to Condition 24.1.4, a meeting of Noteholders in a Series will have power, in addition to all powers specifically conferred elsewhere in the Terms and Conditions:

24.1.3.1. by Ordinary Resolution of the Controlling Class Noteholders in that Series to give instructions to the Series Security SPV incorporated in respect of that Series or the Issuer in respect of any matter not covered by the Applicable Terms and Conditions of Tranche(s) of Notes in that Series or the other Series Transaction Documents relating to that Series (but without derogating from the powers or discretions expressly conferred upon the Issuer or that Series Security SPV by the Terms and Conditions or the other Series Transaction Documents relating to that Series or imposing obligations on the Issuer or that Series Security SPV not imposed or contemplated by the Terms and Conditions or the other Series Transaction Documents relating to that Series or otherwise conflicting with or inconsistent with the provisions of the Terms and Conditions and the other Series Transaction Documents relating to that Series);

24.1.3.2. by Extraordinary Resolution of a particular Class of Noteholders in that Series to agree to any variation or modification of any of the rights of that Class of Noteholders, in each case subject to the consent of the Issuer and the Series Security SPV incorporated in respect of that Series;

24.1.3.3. by Special Resolution of the Controlling Class Noteholders in that Series to bind all of the Noteholders in that Series to any compromise or arrangement;

- 24.1.4. Unless otherwise specified in the Terms and Conditions (and subject to Condition 24.1.3.2), resolutions of a meeting of Noteholders in a Series will require an Ordinary Resolution to be passed. Subject to Condition 22, if there is any conflict between the resolutions passed by any Class of Noteholders in a Series, the resolutions passed by the Controlling Class Noteholders in that Series will prevail.

- 24.1.5. The Series Security SPV incorporated in respect of a Series will be entitled, before carrying out the directions of a meeting of Noteholders in that Series in terms of this Condition 24, to require that it be indemnified against all expenses and liabilities which may be incurred by it and that it be provided from time to time, so far as that Series Security SPV may reasonably require, with sufficient monies to enable it to meet the expense of giving effect to such directions.

24.2. Convening of meetings

- 24.2.1. The Series Security SPV incorporated in respect of a Series or the Issuer, as the case may be, may at any time convene a meeting of Noteholders (or Class(es) of Noteholders) in that Series.
- 24.2.2. The Issuer will convene (i) a meeting of Noteholders in a Series upon the requisition in writing of the Noteholders in that Series holding not less than 10% of the aggregate Outstanding Principal Amount of all of the Notes in that Series or (ii) a meeting of a Class of Noteholders in that Series upon the requisition in writing of the Noteholders of that Class of Notes holding not less than 10% of the aggregate Outstanding Principal Amount of all of the Notes in that Class of Notes, as the case may be (a "requisition notice").
- 24.2.3. Whenever the Issuer wishes to convene a meeting of Noteholders (or Class(es) of Noteholders) in a Series, it will forthwith give notice in writing to such Noteholders and the Series Security SPV incorporated in respect of that Series (in the manner set out in Condition 21.1) of the place, day and hour of the meeting, the nature of the business to be transacted at the meeting and the resolutions to be proposed and considered at the meeting.

24.2.4. Whenever the Series Security SPV incorporated in respect of a Series wishes or ~~is~~ obliged to convene a meeting of Noteholders (or Class(es) of Noteholders) in that Series, it will forthwith give notice in writing to such Noteholders and the Issuer (in the manner set out in Condition 21.1), of the place, day and hour of the meeting, the nature of the business to be transacted at the meeting and the resolutions to be proposed and considered at the meeting.

24.2.5. All meetings of Noteholders (or Class(es) of Noteholders) in a Series will be held in Johannesburg.

24.3. Requisition

24.3.1. A requisition notice will state the nature of the business for which the meeting of Noteholders (or Class(es) of Noteholders) in a Series is to be held and the resolutions to be proposed and considered at the meeting and will be deposited at the Specified Office of the Issuer.

24.3.2. A requisition notice may consist of several documents in like form, each signed by one or more requisitionists.

24.4. Convening of meetings by requisitionists

If the Issuer or the Series Security SPV incorporated in respect of a Series, as the case may be, does not convene a meeting of the Noteholders (or Class(es) of Noteholders) in that Series to be held within 30 days of the deposit of a requisition notice, the requisitionists may themselves convene the meeting, but the meeting so convened will be held within 90 days from the date of such deposit and will be convened as nearly as possible in the same manner as that in which meetings may be convened by that Series Security SPV. Whenever the requisitionists are about to so convene any such meeting, the requisitionists shall forthwith give notice of the meeting to the Issuer and that Series Security SPV.

24.5. Notice of meeting by requisitionists

24.5.1. Unless (i) in the case of a meeting of Noteholders in a Series the holders of at least 90% of the aggregate Outstanding Principal Amount of all of the Notes in that Series or (ii) in the case of a meeting of Class(es) of Noteholders in a Series, the holders of at least 90% of the aggregate Outstanding Principal Amount of the Notes in such Class(es) of Notes, as the case may be, agree in writing to a shorter period, at least 21 days' written notice, specifying the place, day and time of the meeting, the nature of the business for which the meeting is to be held and the resolutions to be proposed and considered at the meeting, will be given to such Noteholders and to the Issuer or the Series Security SPV incorporated in respect of that Series, as the case may be.

24.5.2. The accidental omission to give such notice to any Noteholder (or Class(es) of Noteholders) in a Series or the Series Security SPV incorporated in respect of that Series or the Issuer, as the case may be, or the non-receipt of any such notice, will not invalidate the proceedings at a meeting of Noteholders (or Class(es) of Noteholders) in that Series.

24.6. Quorum

24.6.1. A quorum at a meeting of Noteholders (or Class(es) of Noteholders) in a Series) shall:

24.6.1.1. for the purposes of considering an Ordinary Resolution, consist of the Noteholders in that Series (or Noteholders of such Class(es) of Notes), as the case may be, present in person or by proxy and holding in the aggregate not less than one-third of the aggregate Outstanding Principal Amount of all of the Notes in that Series (or all of the Notes in such Class(es) of Notes), as the case may be;

24.6.1.2. for the purposes of considering a Special Resolution or an Extraordinary Resolution, consist of the Noteholders in that Series (or Noteholders of such Class(es) of Notes) as the case may be, present in person or by proxy and holding in the aggregate not less than a clear majority of the aggregate Outstanding Principal Amount of all of the Notes in that Series (or all of the Notes in such Class(es) of Notes), as the case may be.

24.6.2. No business will be transacted at a meeting of Noteholders (or Class(es) of Noteholders) in a Series unless a quorum is present at the time when such meeting proceeds to business.

24.6.3. If, within 15 minutes from the time appointed for the meeting of Noteholders (or Class(es) of Noteholders) in a Series, a quorum is not present, the meeting will, if it was convened on the requisition of such Noteholders, be dissolved. In every other case the meeting will stand adjourned to the same day in the third week thereafter, at the same time and place, or if that day is not a Business Day, the next succeeding Business Day. If at such adjourned meeting a quorum is not present the Noteholders (or Class(es) of Noteholders) in a Series present in person or by proxy will constitute a quorum for the purpose of considering any resolution, including a Special Resolution or an Extraordinary Resolution.

24.7. Chairman

At a meeting of Noteholders (or Class(es) of Noteholders) in a Series, the Series Security SPV incorporated in respect of that Series or its representative will preside as chairman. If that Series Security SPV or its representative is not present within 10 minutes of the time appointed for the holding of the meeting, the Noteholders (or Class(es) of Noteholders) in that Series then present will choose one of their own numbers to preside as chairman.

24.8. Adjournment

24.8.1. Subject to the provisions of this Condition 24, the chairman may, with the consent of, and will on the direction of, a meeting of Noteholders (or Class(es) of Noteholders) in a Series) adjourn the meeting from time to time and from place to place.

24.8.2. No business will be transacted at any adjourned meeting of Noteholders (or Class(es) of Noteholders) in a Series other than the business left unfinished at the meeting from which the adjournment took place.

24.8.3. At least 14 days' written notice of the place, day and time of an adjourned meeting of Noteholders (or Class(es) of Noteholders) in a Series will be given by the Series Security SPV incorporated in respect of that Series to such Noteholders and the Issuer. In the case of a meeting adjourned in terms of Condition 24.6.3, the notice will state that the Noteholders (or Class(es) of Noteholders) in a Series present in person or by proxy at the adjourned meeting will constitute a quorum.

24.9. How questions are decided

24.9.1. At a meeting of Noteholders (or Class(es) of Noteholders) in a Series, a resolution put to the vote will be decided on a poll.

24.9.2. In the case of an equality of votes, the chairman will not be entitled to a casting vote in addition to the vote, if any, to which he is entitled.

24.10. Votes

Voting at a meeting of Noteholders (or Class(es) of Noteholders) in a Series shall only take place on a poll and not on a show of hands. On a poll every Noteholder, present in person or by proxy, will be entitled to that proportion of the total votes which the aggregate Outstanding Principal Amount of the Notes in that Series (or the Notes in such

Class(es) of Notes), as the case may be, held by such Noteholder bears to the aggregate Outstanding Principal Amount of all of the Notes in that Series (or all of the Notes in such Class(es) of Notes), as the case may be.

24.11. Proxies and representatives

- 24.11.1. Noteholders present either in person or by proxy at a meeting of Noteholders (or Class(es) of Noteholders) in a Series may vote on a poll. A Noteholder may by an instrument in writing (a "**proxy form**") signed by the Noteholder or, in the case of a juristic person, signed on its behalf by a duly authorised officer of the juristic person, appoint any person (a "**proxy**" or "**proxies**") to act on his or its behalf in connection with any meeting or proposed meeting of Noteholders (or Class(es) of Noteholders) in a Series.
- 24.11.2. A person appointed to act as proxy need not be a Noteholder.
- 24.11.3. The proxy form will be deposited at the Specified Office of the Issuer or at the Specified Office of the Transfer Agent, as the case may be, not less than 24 hours before the time appointed for holding the meeting or adjourned meeting of Noteholders (or Class(es) of Noteholders) in a Series at which the person named in such proxy proposes to vote.
- 24.11.4. No proxy form will be valid after the expiration of 6 months from the date named in it as the date of its execution.
- 24.11.5. Notwithstanding Condition 24.11.4, a proxy form will be valid for any adjourned meeting of Noteholders, unless the contrary is stated thereon.
- 24.11.6. A vote given in accordance with the terms of a proxy form will be valid notwithstanding the previous death or incapacity of the principal or revocation or amendment of the proxy form or of any of the Noteholders' instructions pursuant to which the proxy form was executed or of the authority under which the proxy form was executed or the transfer of Notes in respect of which the proxy was given, provided that no intimation in writing of such death, incapacity, revocation or amendment shall have been received by the Issuer at its Specified Office or the Transfer Agent at its Specified Office, as the case may be, more than, and that the transfer has been given effect to less than 12 hours before the commencement of the meeting or adjourned meeting of Noteholders (or Class(es) of Noteholders) in a Series at which the proxy is to be used.
- 24.11.7. Any Noteholder which is a juristic person may authorise any person to act as its representative in connection with any meeting or proposed meeting of Noteholders (or Class(es) of Noteholders) in a Series by resolution of the directors or other governing body of the juristic person. Any reference in the Terms and Conditions to a Noteholder present in person includes the duly authorised representative of a Noteholder which is a juristic person.

24.12. Minutes

- 24.12.1. The Security SPV incorporated in respect of a Series will cause minutes of all resolutions and proceedings of all meetings of Noteholders (or Class(es) of Noteholders) in that Series to be duly entered in books to be provided by the Issuer for that purpose.
- 24.12.2. Any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting of Noteholders (or Class(es) of Noteholders) in a Series at which such resolutions were passed or proceedings held or by the chairman of the next succeeding meeting, will be receivable in evidence without any further proof, and until the contrary is proved, a meeting of Noteholders (or Class(es) of Noteholders) in a Series in respect of the proceedings of which minutes have been so made will be deemed to have been duly held

and convened and all resolutions passed thereat, or proceedings held, to have been duly passed and held.

24.13. Round Robin Resolutions

- 24.13.1. Notwithstanding anything to the contrary contained in this Condition 24, as regards any resolution that could be voted on at a meeting of Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, such resolution may instead be voted on in writing by Noteholders (or Class(es) of Noteholders), as the case may be, entitled to exercise voting rights in relation to the proposed written resolution ("**Round Robin Resolution**") within 15 days after the proposed written resolution was submitted to such Noteholders (or Class(es) of Noteholders), as the case may be.
- 24.13.2. Such Round Robin Resolution shall be regarded as having been adopted if it was supported by Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, entitled to exercise sufficient voting rights for it to have been adopted in accordance with the voting percentage prescribed above at a properly constituted meeting of Noteholders (or Class(es) of Noteholders), as the case may be. The notice of the proposed written resolution to Noteholders (or Class(es) of Noteholders), as the case may be, shall include the written resolution including any restrictions on voting contemplated in the Programme Memorandum, the last date on which the Noteholders (or Class(es) of Noteholders), as the case may be, must return the signed resolution and the address to which it should be sent.

25. GOVERNING LAW

Each Tranche of Notes in a Series and the Applicable Terms and Conditions of that Tranche are governed by, and will be construed in accordance with, the laws of South Africa.

Section 9**USE OF PROCEEDS**

The Issuer will apply the net proceeds from the issue of a Tranche of Notes in a Series only to the Series Liabilities relating to that Series and then only for the purposes expressly permitted in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement.

Subject as aforesaid (and unless, in relation to a Tranche of Notes in a Series, otherwise provided in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement), the Issuer may apply the net proceeds from the issue of a Tranche of Notes in a Series:

- a) to redeem the Refinanced Notes in that Series;
- b) to finance the purchase price (and/or maintenance) of additional Participating Assets of that Series purchased by the Issuer in terms of any Series Sale Agreement relating to that Series (subject to the terms and conditions of that Series Sale Agreement);
- c) to repay amounts owing by the Issuer under any facility provided in terms of any Series Subordinated Loan Agreement and/or Series First Loss Loan Agreement relating to that Series (subject to the terms and conditions of that Series Subordinated Loan Agreement and/or Series First Loss Loan Agreement);
- d) for the Issuer's general corporate purposes insofar as such purposes relate to that Series.

Section 10

SECURITY STRUCTURE

A summary of the security structure is set out below. The summary does not purport to be complete and is taken from, and should be read in conjunction with, the remainder of this Programme Memorandum and, in relation to a Tranche of Notes in a Series, the Series Supplement relating to that Series, the Applicable Pricing Supplement and the Series Security Agreements relating to that Series.

General

The Security SPV Owner Trustee is or will be the holder of all of the ordinary shares in the share capital of each Series Security SPV. The Issuer is a public company the entire issued ordinary share capital of which is beneficially owned by the Issuer Owner Trustee.

In terms of the Non-Disposal Agreement, the Issuer Owner Trustee will undertake, in favour of the Security SPV Owner Trustee, not (at any time during the duration of the Programme) to sell, dispose of or otherwise alienate or encumber any of the Issuer Owner Trustee's ordinary shares in the Issuer.

The Issuer Owner Trustee's obligations under the Non-Disposal Agreement will, in terms of the Issuer Owner Trustee Pledge, be secured by a pledge and cession *in securitatem debiti* of all of the Issuer Owner Trustee's ordinary shares in the Issuer in favour of the Security SPV Owner Trustee.

Segregation of each Series

A separate Series of Notes will be issued in respect of each Series. The Series Assets and the Series Liabilities, respectively, relating to each Series will comprise a separate sub-set of the assets and the liabilities, respectively, of the Issuer in respect of that Series. The Programme Manager will assist the Issuer in ensuring that the Series Assets and the Series Liabilities, respectively, relating to each Series are identified in the Accounting Records (by way of the prefixing of a unique numeral) as being attributable solely to that Series, and that the Series Assets and the Series Liabilities, respectively, relating to each Series are segregated from the Series Assets and the Series Liabilities, respectively, relating to each other Series. The proceeds from the issue of each Tranche of Notes in each Series may only be applied by the Issuer to the Series Liabilities relating to that Series and then only for the purposes expressly permitted in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement relating to that Tranche. A separate Series Security SPV will be incorporated, in respect of each Series, for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series. Each Series Security SPV will be a separate legal entity and will be independent from each other Series Security SPV. A separate set of Series Transaction Documents (including Series Security Agreements) will be applicable to each Series.

The Issuer will, in making payments to the Noteholders in, and the other Series Secured Creditors of, a Series in terms of the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series, rely solely on the Series Assets relating to that Series. Following a Guarantee Event in respect of a Series, the Series Security SPV incorporated in respect of that Series will, in making payments to the Noteholders in, and the other Series Secured Creditors of, that Series in terms of the Series Guarantee relating to that Series, rely solely on the amounts which that Series Security SPV recovers pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

Series Security Agreements

The Series Security SPV incorporated in respect of a Series will guarantee the Issuer's obligations to the Noteholders in, and the other Series Secured Creditors of, that Series in terms of the Series Guarantee relating to that Series.

The Series Security SPV incorporated in respect of a Series will, in terms of the Series Guarantee relating to that Series, irrevocably guarantee to each Noteholder in that Series that, if a Guarantee Event in respect of that Series occurs, that Series Security SPV will, subject to the Guarantee Conditions set out in that Series Guarantee, pay to each Noteholder in that Series, to the extent permitted by and strictly in accordance with the Post-Enforcement Priority of Payments applicable to that Series, the Outstanding Principal Amount of the Notes held by that Noteholder, together with accrued interest thereon.

The Issuer will indemnify the Series Security SPV incorporated in respect of a Series, in terms of the Series Indemnity relating to that Series, in respect of claims made against that Series Security SPV under the Series Guarantee relating to that Series.

The Issuer's obligations to the Series Security SPV incorporated in respect of a Series under the Series Indemnity relating to that Series will, in terms of the Series Issuer Security Agreement(s) relating to that Series, be secured (i) by a pledge and cession *in securitatem debiti*, in favour of that Series Security SPV, of the Series Assets relating to that Series and/or (ii) by such other real rights of security in all or any of the Series Assets relating to that Series as are granted (whether by way of pledge, mortgage or otherwise) in favour of that Series Security SPV. The nature of the Series Issuer Security Agreement(s) relating to a Series will depend on the nature of the Series Assets relating to that Series and, if the Notes in that Series are rated, the requirements of the Rating Agency.

Enforcement of security

The delivery of an Enforcement Notice in respect of a Series by or on behalf of the Series Security SPV incorporated in respect of that Series to the Issuer pursuant to Condition 13.2.3 is a Guarantee Event in respect of that Series for purposes of the Series Guarantee relating to that Series. The Issuer and the Series Security SPV incorporated in respect of a Series have (or will have) agreed, in terms of the Series Indemnity relating to that Series, that a Guarantee Event in respect of that Series shall be (and shall be deemed to be) a claim by that Series Security SPV, against the Issuer, under that Series Indemnity.

Following a Guarantee Event in respect of a Series (and promptly after the Enforcement Date in respect of that Series), the Issuer will pay to the Series Security SPV incorporated in respect of that Series, in terms of the Series Indemnity relating to that Series (and notwithstanding that it may dispute its liability to make such payment), an amount equal to the total amount payable to the Noteholders in, and the other Secured Creditors of, that Series under the Series Guarantee relating to that Series.

Following a Guarantee Event in respect of a Series (and promptly after the Enforcement Date in respect of that Series), the Series Security SPV incorporated in respect of that Series will, in terms of the Series Guarantee relating to that Series:

- a) enforce the remedies available to that Series Security SPV under the Series Security Agreements relating to that Series (and such other remedies as may be available to it at law) and realise the Series Assets relating to that Series for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series;
- b) subject to the Guarantee Conditions set out in the Series Guarantee relating to that Series, out of the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series, pay the Noteholders in, and the other Series Secured Creditors of, that Series, to the extent permitted by and strictly in accordance with the Post-Enforcement Priority of Payments applicable to that Series.

The Series Security SPV incorporated in respect of a Series has not taken or obtained (and will not have taken or obtained) any independent legal or other advice or opinions in relation to the Issuer or any other person or any of the Series Transaction Documents relating to that Series (including the Series Security Agreements relating to that Series). The Series Security SPV incorporated in respect of a Series has not taken or obtained (and will not have taken or obtained)

any independent legal or other advice or opinions in relation to any of the transactions contemplated by any of the Series Transaction Documents relating to that Series.

Limited enforcement and recourse

Subject to Condition 14, only the Series Security SPV incorporated in respect of a Series may enforce the security created in favour of that Series Security SPV by the Series Security Agreements relating to that Series, subject to and in accordance with those Series Security Agreements and the other Series Transaction Agreements relating to that Series.

The recourse of the Noteholders in, and the other Series Secured Creditors of, a Series will be limited to the aggregate amount recovered by the Series Security SPV incorporated in respect of that Series, pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series. The liability of the Series Security SPV incorporated in respect of a Series, under the Series Guarantee relating to that Series, will never exceed the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

Subordination

The Notes in each Series are direct, limited recourse, secured obligations of the Issuer. The claims of each Noteholder in a Series against the Issuer under the Applicable Terms and Conditions or, following a Guarantee Event in respect of that Series, against the Series Security SPV incorporated in respect of that Series under the Series Guarantee relating to that Series, as the case may be, are subordinated, in accordance with the Priority of Payments applicable to that Series, to the claims of the Issuer's creditors in respect of that Series (including Noteholders of higher ranking Classes of Notes in, and the other Series Secured Creditors of, that Series) that rank prior to such Noteholder in the Priority of Payments applicable to that Series.

The Notes of each Class of Notes in a Series rank *pari passu* and without preference among themselves. Following a Guarantee Event in respect of a Series, however, each Class of Notes in that Series will rank in reducing order of rank, determined by the respective Classes of Notes in that Series, as set out in the Post-Enforcement Priority of Payments applicable to that Series.

Priority of Payments

The Priority of Payments applicable to a Series will be set out in the Series Supplement relating to that Series. The Priority of Payments applicable to a Series is the sequence in which the Issuer or, following a Guarantee Event in respect of that Series, the Series Security SPV incorporated in respect of that Series, as the case may be, will make payments to the Issuer's creditors in respect of that Series (including the Noteholders in, and the other Series Secured Creditors of, that Series). The Pre-Enforcement Priority of Payments applicable to a Series will apply prior to the Enforcement Date in respect of that Series and the Post-Enforcement Priority of Payments applicable to a Series will apply on and after the Enforcement Date in respect of that Series.

Section 11

THE ISSUER

Legal Status

The Issuer was incorporated and registered in South Africa on 21 May 1991, under Registration Number 1991/002706/07, under the Companies Act, No. 61 of 1973, as a private company with limited liability and was converted to a public company under the Companies Act on 11 October 2011. The Issuer operates as a public company under the Companies Act.

The issued ordinary share capital of the Issuer comprises 100 000 ordinary shares of ZAR1, held by the Issuer Owner Trustee.


Preference Shares may be issued by the Issuer from time to time. The registered holder from time to time of the Preference Shares relating to a Series will hold such Preference Shares pursuant to the Series Preference Share Subscription Agreement relating to that Series. The Preference Shares relating to a Series will entitle the Series Preference Shareholder relating to that Series to participate in the profits of the Issuer available for distribution on each Preference Dividend Payment Date by way of a Preference Dividend, to the extent permitted by and strictly in accordance with the Priority of Payments applicable to that Series.

Ownership and Control

The Issuer has no subsidiaries.

Board of Directors and Board Committees

The directors of the Issuer are EM Southey, RDEB Sassoon, DP Towers and B Harmse only one of whom is nominated by Sasfin. The board of directors of the Issuer is accordingly independent of Sasfin, as a Series Seller in respect of Series 1, as contemplated in paragraph 4(2)(q) of the Securitisation Regulations

 *Gray South Africa*
Maitland Trust Limited will provide company secretarial services to the Issuer. Their office is situated at 1st Floor, 32 Fricker Road, Illovo, 2196.

Description of Issuer's Business

The sole purpose of the Issuer is acquiring equipment operating rentals from Sasfin Bank Limited. The acquisition of these equipment rentals is funded through the issuance of secured floating rate notes which are listed on the Interest Rate Market of the JSE.

Registered Office

The registered office of the Issuer is situated at 29 Scott Street, Waverley, 2090.

King Report on Corporate Governance for South Africa ("King III")

Owing to the ring-fenced nature of the Issuer's business and the restriction on its activities as a special purpose vehicle established in accordance with the Securitisation Regulations, the Issuer believes that compliance with King III would be inappropriate in the circumstances. The Issuer therefore does not comply with King III as at the date of this Programme Memorandum. The board will on a regular basis consider, to the extent necessary, appropriate compliance with King III in the future.

Website

The website of the Issuer is www.sasfin.com.

Contact person

The contact person of the Issuer is RDEB Sassoon.

Auditor

The auditor of the Issuer is KPMG.

Financial year end

The financial year end of the Issuer is 30 June.

Financial Statements

The financial statements of the Issuer shall be drawn up in accordance with IFRS and the Companies Act.

Activities

The activities of the Issuer will be restricted to those contemplated in this Programme Memorandum.

Exchange Control

The Issuer is incorporated and domiciled in South Africa and the approval of the Financial Surveillance Department of the South African Reserve Bank is therefore not required in respect of the issuing of Notes by the Issuer.

Section 12**GENERAL DESCRIPTION OF THE BUSINESS OF THE ISSUER**

The main business of the Issuer comprises the:

- a) issuance of debt instruments (including without limitation, debentures, promissory notes and commercial paper) and/or entering into other obligations with investors ("**Obligations**");
- b) usage of such funds raised or borrowed, to acquire, from time to time, financial assets and other associated assets and to collateralise its Obligations; and
- c) management and operation of the business and assets of the Issuer.

Section 13

INVESTMENT CONSIDERATIONS

Prospective investors should, prior to investing in the Notes, carefully consider the following investment considerations, in addition to the matters described elsewhere in this Programme Memorandum and, in relation to a Tranche of Notes in a Series, the investment considerations set out in the Series Supplement relating to that Series. The matters set out in this Section 13 are not necessarily exhaustive and prospective investors must form their own judgement in regard to the suitability of the investment they are making.

Non-recourse obligations

The Notes in a Series will be limited recourse obligations solely of the Issuer and, subject to the Series Guarantee relating to that Series, will not be obligations of, or the responsibility of, or guaranteed by, any other person, and no liability for any failure by the Issuer to pay any amount due under the Notes in that Series will be accepted by any other person. The recourse of the Noteholders in, and the other Series Secured Creditors of, a Series will be limited to the aggregate amount recovered by the Series Security SPV incorporated in respect of that Series pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series. The liability of the Series Security SPV incorporated in respect of a Series, under the Series Guarantee relating to that Series, will never exceed the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

The Issuer will, in making payments to the Noteholders in, and the other Series Secured Creditors of, a Series in terms of the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series, rely solely on the Series Assets relating to that Series. Following a Guarantee Event in respect of a Series, the Series Security SPV incorporated in respect of that Series will, in making payments to the Noteholders in, and the other Series Secured Creditors of, that Series in terms of the Series Guarantee relating to that Series, rely solely on the amounts which that Series Security SPV recovers pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

If the Issuer does not receive the full amount due from the relevant Obligor(s) under the Participating Assets of a Series purchased by the Issuer, the Noteholders in that Series may receive by way of principal repayment an amount less than the Outstanding Principal Amount of their Notes and the Issuer may be unable to pay in full or in part interest due on their Notes.

Limited liquidity of the Notes

The Issuer may issue listed or unlisted Notes. Listed Notes will be listed on the Interest Rate Market of the JSE or on such other or additional exchange(s) as may be determined by the Issuer and the Dealer(s) subject to any Applicable Laws. The continued listing of any Tranche of Notes on the JSE (and/or such other exchange) is subject to the rules of the exchange as are in force from time to time, and the continued functioning of the exchange itself. There can accordingly be no assurance that the listing of any Tranche of Notes will continue until the Actual Redemption Date of such Tranche of Notes.

Currently no secondary market exists for the Notes. There can be no assurance that any secondary market for any of the Notes will develop or, if a secondary market does develop, that it will provide the Noteholders, or any Class of Noteholders, with liquidity of investment or that it will continue until the Actual Redemption Date of the Tranche of Notes. Consequently, a subscriber or purchaser must be prepared to hold his or its Notes until the Actual Redemption Date.

Repayment of principal owing on the Scheduled Maturity Date

Each Tranche of Notes in a Series is expected to be redeemed on the Scheduled Maturity Date pursuant to the exercise of the Issuer's Refinancing Option (although the Issuer is not obliged to exercise the Refinancing Option). No person has underwritten or guaranteed this redemption and, accordingly, Tranches of Notes in a Series will (where applicable) have

been assigned a Rating on the basis that the Outstanding Principal Amount and interest will be repaid by the Final Maturity Date and on each Interest Payment Date, respectively.

Series Guarantee and Series Indemnity

The Series Security SPV incorporated in respect of a Series will guarantee the Issuer's obligations to the Noteholders in, and the other Series Secured Creditors of, that Series in terms of the Series Guarantee relating to that Series. The Issuer will indemnify the Series Security SPV incorporated in respect of a Series, in terms of the Series Indemnity relating to that Series, in respect of claims made against that Series Security SPV under the Series Guarantee relating to that Series. The Issuer has received a legal opinion stating that, the entering into of the Series Guarantee relating to a Series and the Series Indemnity relating to a Series will enable the security structure in favour of the Noteholders in, and the other Series Secured Creditors of, that Series to be enforced by the Series Security SPV incorporated in respect of that Series in the manner set out in this Programme Memorandum as read with the Series Supplement relating to that Series. There is no certainty that a court will reach the same conclusion as that in the legal opinion obtained by the Issuer.

If the Series Guarantee relating to a Series and/or the Series Indemnity relating to a Series and/or the other Series Security Agreements relating to a Series is/are not enforceable, then the Noteholders in, and the other Series Secured Creditors of, that Series will, following a Guarantee Event in respect of that Series, be entitled to take action themselves to enforce their claims directly against the Issuer. However, in such circumstances, the Series Assets relating to that Series held by the Series Security SPV incorporated in respect of that Series may no longer be effective as a means of achieving a distribution of such Series Assets in accordance with the Priority of Payments applicable to that Series.

The Series Security SPV incorporated in respect of a Series has not taken or obtained (and will not have taken or obtained) any independent legal or other advice or opinions in relation to the Issuer or any other persons or any of the Series Transaction Documents relating to that Series (including the Series Security Agreements relating to that Series). The Series Security SPV incorporated in respect of a Series has not taken or obtained (and will not have taken or obtained) any independent legal or other advice or opinions in relation to any of the transactions contemplated by any of the Series Transaction Documents relating to that Series.

Ratings of a Tranche of Notes in a Series

The Programme is not rated. A Tranche of Notes in a Series may, on or before the Issue Date, be rated by the Rating Agency on a national scale or international scale basis. Unrated Tranches of Notes in a Series may also be issued provided that the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer that all of its respective current Rating(s) of Tranches of Notes in that Series then in issue would be adversely affected by the issue of such unrated Tranches of Notes.

A Rating of a Tranche of Notes in a Series is not a recommendation to subscribe for, purchase, hold or sell any Notes, inasmuch as, among other things, such Rating does not comment on the market price or suitability of the Notes for a particular investor. The Rating of a Tranche of Notes in a Series only addresses the likelihood that the aggregate Outstanding Principal Amount of such Notes will be fully repaid by the Final Maturity Date and that the interest payable in respect of such Notes or any portion thereof will be paid on a timely basis. Such Rating does not address the likelihood of repayment of the aggregate Outstanding Principal Amount of any such Notes or any portion thereof before the Final Maturity Date. There can be no assurance that any rating agency other than the Rating Agency will issue a rating and, if so, what such rating will be. A rating assigned to a Tranche of Notes by a rating agency that has not been requested by the Issuer to do so, may be lower than the equivalent Rating assigned by the Rating Agency, or such rating agency may assign an international scale rating which could be lower than national scale Ratings assigned by the Rating Agency.

Insolvency of a Series Security SPV

It is possible for the Series Security SPV incorporated in respect of a Series itself to be wound-up, liquidated or placed under Business Rescue, which could adversely affect the rights of the Noteholders in, and the other Series Secured

Creditors of, that Series. Following a Guarantee Event in respect of a Series, the liability of the Series Security SPV incorporated in respect of that Series, under the Series Guarantee relating to that Series, will never exceed the aggregate amount recovered by that Series Security SPV pursuant to the Series Security Agreements relating to that Series and from the realisation of the Series Assets relating to that Series.

Accordingly, it is improbable that the Series Security SPV incorporated in respect of a Series itself will be insolvent (and therefore be wound-up, liquidated or placed under Business Rescue) unless there were to be, for example, dishonesty or fraudulent conduct or breach of contract on the part of that Series Security SPV, for instance by its directors or officers entering into unauthorised transactions on behalf of that Series Security SPV.

Tax considerations

The Issuer has carried out (or will have carried out), in relation to each Series, all steps reasonably necessary to ensure its compliance with the current provisions of the Income Tax Act, the Value-Added Tax Act and other Taxation provisions. Full disclosure will be made to any Taxation bodies but no assurance can be given that the views of these bodies will not differ from the treatment adopted by the Issuer from time to time.

Effect of subordination

The claims of the Noteholders in, and the other Series Secured Creditors of, a Series are subordinated. Accordingly, notwithstanding the amount of any payment owing to the Noteholders in, and the other Series Secured Creditors of, a Series (i) by the Issuer in terms of the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series or (ii) following a Guarantee Event in respect of that Series, by the Series Security SPV incorporated in respect of that Series in terms of the Series Guarantee relating to that Series, as the case may be, the Noteholders in, and the other Series Secured Creditors of, that Series will be entitled to receive payment from the Issuer or, following that Guarantee Event, that Series Security SPV, as the case may be, only to the extent permitted by and in accordance with the Priority of Payments applicable to that Series.

In particular (save for the proceeds derived from the issue of Refinancing Notes (if any)) payment of principal or any portion thereof by the Issuer to a Class of Noteholders in a Series will not commence until after all of the Classes of Noteholders in that Series that rank prior to such Class of Noteholders have been paid in full all amounts then due to them.

The subordinations envisaged by the Priority of Payments applicable to a Series, the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series are contractual in nature, and their enforcement against the parties to the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series, and against third parties, is limited accordingly. In particular, creditors of the Issuer who are not parties to the Applicable Terms and Conditions and/or the other Series Transaction Agreements relating to a Series may not be bound by the Priority of Payments applicable to that Series and may, accordingly, be entitled under Applicable Laws to assert a payment priority inconsistent with the ranking otherwise accorded to them in the Priority of Payments applicable to that Series.

Counterparty risk

There is a risk that counterparties to the Series Transaction Agreements relating to a Series, such as the Series Hedge Counterparty(ies) relating to that Series and the Series Liquidity Facility Provider(s) relating to that Series, may not perform its/their respective obligations under the Series Hedge Agreement(s) relating to that Series and the Series Liquidity Facility Agreement(s) relating to that Series, and this may affect the value of the Notes in that Series and the ability of the Issuer to pay interest and/or principal on such Notes. This risk may be mitigated by requiring certain counterparties to the Series Transaction Agreements relating to a Series to be Eligible Institutions and/or to have a Required Credit Rating.

Series Supplement

The Series Supplement relating to a Series will set out further investment considerations (if applicable) which, in addition to the investment considerations set out in this Section 13 and the matters described elsewhere in this Programme Memorandum, may be relevant to that Series.

Suitability of investment

This Programme Memorandum and, in relation to a Tranche of Notes in a Series, the Series Supplement relating to that Series, identifies or will identify some of the information that a prospective investor should consider prior to making an investment in the Notes. However, neither this Programme Memorandum nor any Series Supplement purports or will purport to provide all of the information or the comprehensive analysis necessary to evaluate the economic and other consequences of investing in the Notes. Therefore, a prospective investor in the Notes should conduct its own thorough analysis, including its own accounting, legal and tax analysis, prior to deciding to invest in the Notes. A prospective investor in the Notes should make an investment in the Notes only after it has determined that such investment is suitable for its financial investment objectives. Neither this Programme Memorandum nor any Series Supplement is (and does not and will not purport to be) investment advice.

Section 14

SUBSCRIPTION AND SALE

In terms of (and subject to) the Programme Dealer Agreement, Sasfin has been appointed as Arranger, and as Dealer, for the duration of the Programme. The Issuer may, in terms of (and subject to) the Programme Dealer Agreement, appoint one or more additional Dealers for the duration of the Programme or to place one or more particular Tranches of Notes in a Series.

Subject to the Programme Dealer Agreement, the Issuer may from time to time agree with any Dealer(s) to issue, and any Dealer(s) may agree to place, as agent on behalf of the Issuer, one or more Tranches of Notes in a Series by entering into a Placement Agreement. Each Placement Agreement will be concluded in accordance with, and be supplemental to, the Programme Dealer Agreement.

A Placement Agreement will, among other things, provide for the Dealer(s), subject to the relevant Conditions Precedent to Issue and certain other conditions set out in the Placement Agreement (as read with the Programme Dealer Agreement), to place the Notes in the Tranche(s) of Notes designated in the Placement Agreement, and may also provide for the Dealer(s) to underwrite the subscription and payment for such Notes.

On the Issue Date, delivery of the Notes in a Tranche of Notes which is listed on the Interest Rate Market of the JSE to the subscribers for such Notes will, in accordance with the relevant Placement Agreement (as read with the Programme Dealer Agreement), be effected by the Issuer's CSD Participant, against payment of the Issue Price, in accordance with the Applicable Procedures. The Dealer(s) may, however, procure sale and purchase transactions in respect of such Notes before the Issue Date. Such transactions will be for settlement on the Issue Date and will be subject to the condition that the relevant Placement Agreement is not terminated before the time on which such transactions are to be settled on the Issue Date. If the relevant Placement Agreement is terminated before the Issue Date, the transactions in such Notes shall also terminate and no party thereto shall have any claim against any other party as a result of such termination.

Republic of South Africa

Prior to the issue of any Tranche of Notes in a Series under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that it will not solicit any offers for subscription for (or sale of) the Notes or offer for sale or subscription or sell any Notes, directly or indirectly, in South Africa or to any person or corporate or other entity resident in South Africa except in accordance with the Companies Act, the Banks Act, the Exchange Control Regulations and any other applicable laws and regulations of South Africa in force from time to time.

United States of America

The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "**Securities Act**") and may not be offered or sold within the United States or to, or for the account of or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Prior to the issue of any Notes under the Programme, each Dealer who has (or will have) agreed to place the Notes will be required to represent and agree that:

- (a) the Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account of or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act;
- (b) it has not offered, sold or delivered any Notes and will not offer, sell or deliver any Notes (i) as part of their distribution at any time or (ii) otherwise until 40 (forty) calendar days after completion of the distribution, as

determined and certified by the Dealer or, in the case of an issue of such Notes on a syndicated basis, the relevant Lead Manager, of all the Notes, within the United States or to, or for the account or benefit of, U.S. persons;

- (c) it will send to each dealer to which it sells any Notes during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of such Notes within the United States or to, or for the account or benefit of, U.S. persons;
- (d) it, its affiliates and any persons acting on its or any of its affiliates behalf have not engaged and will not engage in any directed selling efforts in the United States (as defined in Regulation S under the Securities Act) with respect to the Notes and it, its affiliates and any persons acting on its or any of its affiliates' behalf have complied and will comply with the offering restrictions requirements of Regulation S.

Until 40 (forty) calendar days after the commencement of the offering of any Notes under the Programme, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an exemption from registration under the Securities Act.

European Economic Area

Prior to the issue of any Notes under the Programme, each Dealer who has (or will have) agreed to place the Notes will be required to represent and agree that, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a "**Relevant Member State**"), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of any of such Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of any of such Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;
- (b) at any time to fewer than 100, or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive,

provided that no such offer of Notes referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an "*offer of Notes to the public*" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in each Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU. United Kingdom.

Prior to the issue of any Notes under the Programme, each Dealer who has (or will have) agreed to place the Notes will be required to represent and agree that:

- (a) in relation to any of the Notes which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any of such Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of such Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act, 2000 (the "FSMA") by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any of the Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any of the Notes in, from or otherwise involving the United Kingdom.

General

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to agree that:

- (a) it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in each jurisdiction in which it purchases, subscribes or procures the subscription for, offers or sells Notes in that Tranche or has in its possession or distributes the Programme Memorandum and will obtain any consent, approval or permission required by it for the purchase, subscription, offer or sale by it of Notes in that Tranche under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, subscription, offers or sales;
- (b) it will comply with such other or additional restrictions as the Issuer and such Dealer agree and as are set out in the Applicable Pricing Supplement.

Neither the Issuer, nor the Dealer represents that Notes may at any time lawfully be subscribed for or sold in compliance with any applicable registration or other requirements in any jurisdiction or pursuant to any exemption available thereunder or assumes any responsibility for facilitating such subscription or sale.

Section 15

SOUTH AFRICAN TAXATION

The comments below are intended as a general guide to the position under the laws of South Africa as at the Restatement Date, and are not a comprehensive statement of the relevant taxation laws and principles. The contents of this Section 15 do not constitute tax advice and persons should consult their professional advisers.

Income Tax

Under current taxation law effective in South Africa, a “resident” (as defined in section 1 of the Income Tax Act, No. 58 of 1962 (the “**Income Tax Act**”)) is subject to income tax on his/her world-wide income. Accordingly, all Noteholders who are “residents” of South Africa will be liable to pay income tax on any interest earned pursuant to the Notes, subject to available deductions, allowances and exemptions. Non-residents of South Africa are subject to income tax on all income derived from a South African source or deemed source. Non-residents may, in certain instances, qualify for a domestic exemption or relief in terms of an applicable double taxation agreement (“**DTA**”).

Interest income is regarded as being from a South African source if that amount:

- a) is attributable to an amount incurred by a person that is a resident, unless the interest is attributable to a permanent establishment which is situated outside of South Africa; or
- b) is received or accrues in respect of the utilisation or application in South Africa by any person of any funds or credit obtained in terms of any form of interest-bearing arrangement.

Accordingly, the interest paid to the Noteholders will be from a South African source and subject to South African income tax unless such income is exempt under section 10(1)(h) of the Income Tax Act (see below).

In terms of section 10(1)(h) of the Income Tax Act interest received by or accruing to a Noteholder who, or which, is not a resident of South Africa during any year of assessment is exempt from income tax, unless that person:

- a) is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during that year of assessment; or
- b) at any time during that year of assessment carried on business through a permanent establishment in South Africa.

If a Noteholder does not qualify for the exemption in section 10(1)(h) of the Income Tax Act, exemption from, or reduction of the South African income tax liability may be available under an applicable DTA.

Investors are advised to consult with their own professional advisers as to whether the interest income earned on the Notes will be exempt under section 10(1)(h) of the Income Tax Act.

In terms of section 24J of the Income Tax Act, any discount or premium to the nominal amount of a Note is treated as part of the interest income on the Note. Section 24J of the Income Tax Act deems interest income to accrue to a Noteholder on a day to day basis until that Noteholder disposes of the Note or until maturity unless the Noteholder is entitled under Section 24J(9) of the Income Tax Act to make an election to treat its Notes on a mark-to-market basis. This day to day

basis accrual is determined by calculating the yield to maturity and applying it to the capital involved for the relevant tax period. Interest as defined in section 24J of the Income Tax Act (including the premium or discount) may qualify for the exemption under section 10(1)(h) of the Income Tax Act.

To the extent the disposal of the Note gives rise to a gain or a loss, the normal principles are to be applied in determining whether such gain or loss should be subject to income tax in terms of the Income Tax Act.

Capital Gains Tax

Capital gains and losses of residents of South Africa that arise on the disposal of Notes are subject to capital gains tax. Any discount or premium on acquisition of the Note which has already been treated as interest for income tax purposes under section 24J of the Income Tax Act will not be taken into account when determining any capital gain or loss. Under section 24J(4A) of the Income Tax Act a loss on disposal will, to the extent that it has previously been included in taxable income (as interest), be allowed as a deduction from the taxable income of the holder when it is incurred and accordingly will not give rise to a capital loss.

Capital gains tax under the Eighth Schedule to the Income Tax Act will not be levied in relation to Notes disposed of by a person who is not a resident of South Africa unless the Notes disposed of are attributable to a permanent establishment of that person in South Africa.

Investors are advised to consult their own professional advisers as to whether a disposal of the Notes will result in a liability to capital gains tax.

Securities Transfer Tax ("STT")

No STT is payable on the issue or transfer of Notes (bonds) under the Securities Transfer Tax Act, No. 25 of 2007 (the "STT Act") because they do not constitute securities for the purposes of the STT Act.

Value-Added Tax ("VAT")

No VAT is payable on the issue or transfer of Notes. Notes (bonds) constitute "debt securities" as defined in section 2(2)(iii) of the South African Value-Added Tax Act, No. 89 of 1991. The issue, allotment, drawing, acceptance, endorsement or transfer of ownership of a debt security is a financial service, which is exempt from VAT in terms of section 12(a) of that Act.

Commissions, fees or similar charges raised for the facilitation of these services will however be subject to VAT at the standard rate (currently 14%), except where the recipient is a non-resident as contemplated below.

Services (including exempt financial services) rendered to non-residents who are not in South Africa when the services are rendered, are subject to VAT at the zero rate in terms of section 11(2)(l) of the South African Value-Added Tax Act, No. 89 of 1991.

Withholding tax

A withholding tax on interest was introduced into the Income Tax Act, No. 58 of 1962, as amended by the Taxation Laws Amendment Act, No. 7 of 2010, the Taxation Laws Amendment Act, No. 22 of 2012, the Taxation Laws Amendment Act, No. 31 of 2013 and subsequently by the Taxation Laws Amendment Act, No. 43 of 2014. The withholding tax provisions entered into force on 1 March 2015 and interest that accrues or that is paid or that becomes due and payable on or after 1 March 2015 is subject to a withholding tax of 15%.

The withholding tax is imposed on the amount of any interest that is paid by any person (to the extent that the interest is regarded as being from a source within South Africa) to or for the benefit of any foreign person (i.e. a person that is not a South African tax resident). Accordingly, to the extent that any interest is paid to Noteholders who are South African tax residents, the withholding tax will not apply.

In terms of the legislation, South African sourced interest that is paid to a foreign person in respect of any listed debt is exempt from the withholding tax on interest. In terms of the legislation, a "listed debt" is a debt that is listed on a recognised exchange as defined in paragraph 1 of the Eighth Schedule to the Income Tax Act. This exemption should apply to the interest payments made to Noteholders to the extent that the Note is a debt instrument listed on the JSE. Insofar as the Note is not a debt instrument listed on the JSE, a foreign person is exempt from the withholding tax on interest if –

- that foreign person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve-month period preceding the date on which the interest is paid; or
- the debt claim in respect of which the interest is paid is effectively connected with a permanent establishment of that foreign person in South Africa; or
- if that foreign person is registered as a taxpayer in terms of Chapter 3 of the Tax Administration Act, No. 28 of 2011.

All other foreign persons are subject to normal South African income tax on the interest sourced in South Africa unless exempted under section 10(1)(h) of the Income Tax Act. Please refer to the section on Income Tax above.

Definition of Interest

The references to "interest" above mean "interest" as understood in South African tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the Terms and Conditions of the Notes or any related documentation.

Section 16

EXCHANGE CONTROL

The comments below are intended as a general guide to the position under the Exchange Control Regulations as at the Restatement Date and are not a comprehensive statement of the Exchange Control Regulations. The information set out in this Section 16 is not intended as advice and it does not purport to describe all of the considerations that may be relevant to a prospective subscriber for, or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes who are non-South African residents or who are emigrants from the Common Monetary Area are urged to seek further professional advice in regard to the subscription for, or purchase of any Notes.

Dealings in the Notes and the performance by the Issuer of its obligations under the Applicable Terms and Conditions may be subject to the Exchange Control Regulations.

Emigrants from the Common Monetary Area

Any Individual Certificate issued to a Noteholder who is an emigrant from the Common Monetary Area will be restrictively endorsed "emigrant" and must be deposited with the nominated authorised dealer in foreign exchange controlling that Noteholder's blocked assets. Where a Beneficial Interest is held by a Noteholder who is an emigrant from the Common Monetary Area through CSD, the securities account maintained for such Noteholder by the relevant CSD Participant will be designated as an "emigrant" account.

Blocked Rands may be used for the subscription for or purchase of any Notes. All payments of amounts (whether in respect of interest, principal or otherwise) due and payable in respect of the Notes to a Noteholder who is an emigrant will be deposited into that Noteholder's Blocked Rand account, as maintained by the nominated authorised dealer in foreign exchange controlling that Noteholder's blocked assets. Such amounts are not freely transferable from the Common Monetary Area and may only be dealt with in terms of the Exchange Control Regulations.

Non-Residents of the Common Monetary Area

Any Individual Certificate issued to a Noteholder who is not resident in the Common Monetary Area will be endorsed "non-resident". Where a Beneficial Interest is held by a Noteholder who is not resident in the Common Monetary Area through the CSD, the securities account maintained for that Noteholder by the relevant CSD Participant will be designated as a "non-resident" account.

It will be incumbent on a Noteholder who is not resident in the Common Monetary Area to instruct its authorised dealer in foreign exchange as to how payments of amounts (whether in respect of interest, principal or otherwise) due and payable in respect of the Notes held by that Noteholder are to be dealt with. Such amounts may, in terms of the Exchange Control Regulations, be remitted abroad only if such Notes were acquired with foreign currency introduced into South Africa and provided that the relevant Individual Certificate has been endorsed "non-resident" or the relevant securities account has been designated as a "non-resident" account, as the case may be.

Exchange Control Regulations

Unless specified otherwise in the Applicable Pricing Supplement, the Notes will not be issued to non-South African residents and, accordingly, the Exchange Control Regulations are not applicable to the issuance of the Notes in Series 1.

Section 17

SETTLEMENT, CLEARING AND TRANSFER

Clearing Systems

Each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be cleared through the CSD which, as the operator of an electronic clearing system, has been appointed by the JSE to match, clear and facilitate the settlement of transactions concluded on the JSE. Each such Tranche of Notes will be issued, cleared and transferred in accordance with the Applicable Procedures and the Terms and Conditions. Each such Tranche of Notes will be settled through CSD Participants who will comply with the electronic settlement procedures prescribed by the JSE and the CSD. The Notes may be accepted for clearance through any additional clearing system as may be agreed between the JSE, the Issuer and the Dealer(s).

CSD Participants

The CSD maintains accounts only for CSD Participants. As at the Restatement Date, the CSD Participants which are approved by the JSE in terms of the rules of the JSE, as settlement agents are the South African Reserve Bank, FirstRand Bank Limited, Nedbank Limited, the Johannesburg branch of Standard Chartered Bank, the South African branch of Citibank N.A., the Johannesburg branch of Société Générale and The Standard Bank of South Africa Limited. Euroclear and Clearstream will settle offshore transfers through their South African CSD Participant.

Settlement and clearing

CSD Participants will be responsible for the settlement of scrip and payment transfers through the CSD, the JSE and the South African Reserve Bank. Beneficial Interests may be exchanged for Notes represented by Individual Certificates in accordance with Condition 19.1. Title to Beneficial Interests held by clients of CSD Participants will pass by electronic book entry in the securities accounts of the clients maintained by CSD Participants. Title to Beneficial Interests held by CSD Participants will pass by electronic book entry in CSD Participants' central securities accounts with the CSD. Beneficial Interests may be transferred only in accordance with the Applicable Procedures.

While a Tranche of Notes is held in the CSD in uncertificated form, the CSD's Nominee will be named in the Register as the sole Noteholder of the Notes in that Tranche, and all amounts to be paid and all rights to be exercised in respect of the Notes in that Tranche will be paid to and may be exercised only by the CSD's Nominee for the holders of Beneficial Interests in the Notes in that Tranche.

Uncertificated Notes

Transactions relating to Notes in uncertificated form will be cleared and settled in accordance with the rules of the CSD. The CSD Participant concerned shall provide a regular statement to the holder of Beneficial Interests in such uncertificated Notes. This statement shall set out the number and identity of the uncertificated Notes held by the CSD Participant on such person's behalf.

Individual Certificates

Owners of Beneficial Interests will be entitled to exchange their Beneficial Interests for Notes in definitive registered form and to receive physical delivery of Individual Certificates, in the circumstances described in Condition 19 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*).

Individual Certificates will be registered in the Register in the names of the individual Noteholders.

Notes represented by Individual Certificates may be transferred only in accordance with the Conditions.

Payments of interest and principal in respect of Notes represented by Individual Certificates will be made in accordance with Condition 11 to the person reflected as the registered holder of such Individual Certificate in the Register at 17h00

(Johannesburg time) on the Last Day to Register.

Records of payments and trust

Neither the Issuer nor the Paying Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests, or for maintaining, supervising or reviewing any records relating to such Beneficial Interests. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

Neither the Issuer nor the Paying Agent nor the Transfer Agent will be bound to record any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Note may be subject.

Unlisted Notes

All Notes not listed on the JSE or any other financial or stock exchange shall be issued in the form of Individual Certificates or, if applicable, in uncertificated form.

Title to Notes not listed on the JSE (whether in uncertificated form or in the form of Individual Certificates) will pass by registration of transfer in the Register.

Recourse to the BESA Guarantee Fund Trust

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the BESA Guarantee Fund Trust. Claims against the BESA Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the BESA Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE.

Section 18

GENERAL INFORMATION

Authorisation

Subject to "*Securitisation Regulations*" below, all consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa have been given for the establishment of the Programme, the execution of this Programme Memorandum, and the issue of Notes under the Programme.

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa have been given (or will have been given prior to the Restatement Date) for, among other things, (i) the execution of the Series 1 Supplement, and (ii) the Issuer to enter into and to perform its obligations under all of the Series Transaction Agreements relating to Series 1.

Subject to "*Securitisation Regulations*" below, all consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa will be given, on or before the Issue Date of the first Tranche of Notes of Notes in a Series (other than Series 1) to be issued under the Programme) (i) for the execution of the Series Supplement relating to that Series and the issue of the Notes in that Series under the Programme and (ii) for the Issuer to enter into and to perform its obligations under the Applicable Terms and Conditions of that Tranche of Notes and all of the other Series Transaction Agreements relating to that Series.

Securitisation Regulations

The Registrar of Banks confirmed, on 12 July 2007 (as read with the approval letter from the Registrar of Banks dated 20 January 2011), that the Issuer is authorised to issue the Notes in Series 1 under the Programme, pursuant to this Programme Memorandum as read with the Series 1 Supplement, for purposes of the securitisation scheme contemplated in the Programme, in accordance with and subject to the Securitisation Regulations.

The issue of the Notes in each other Series under the Programme, pursuant to this Programme Memorandum as read with the Series Supplement relating to that Series, for purposes of the securitisation scheme contemplated in the Programme requires the prior written consent of the Registrar of Banks, in terms of the Securitisation Regulations.

Compliance with the Securitisation Regulations remains the responsibility of the Issuer.

JSE approval and listing

The restated and amended Programme Memorandum and Series 1 Supplement were approved by the JSE on 12 August 2015. The Issuer may issue listed or unlisted Notes. Listed Notes will be listed on the Interest Rate Market of the JSE and/or such other exchange(s) as may be agreed between the Issuer and the relevant Dealer(s), subject to Applicable Laws. The Series Supplement relating to a Series and/or the Applicable Pricing Supplement relating to a Tranche of Notes in that Series will specify whether or not such Notes will be listed and, if so, on which exchange(s).

Litigation

The Issuer is not engaged (whether as defendant or otherwise) in any legal, arbitration, administration or other proceedings other than those disclosed in this Programme Memorandum, if any, the results of which might have or have had a significant effect on the financial position or the operations of the Issuer, nor is it aware of any such proceedings being threatened or pending.

Material Change

After due and careful inquiry, but without any involvement by the auditors, the Issuer confirms that there has been no material change in the financial or trading position of the Issuer since the date of the Issuer's latest audited financial statements up to the date of this Programme Memorandum.

Auditors

KPMG has acted as auditors of the annual financial statements of the Issuer for the financial years ended 30 June 2012, 30 June 2013 and 30 June 2014 and, in respect of each of these years, issued an unqualified audit report.

Section 19

DEFINITIONS

Unless separately defined in this Programme Memorandum or, in relation to a Tranche of Notes in a Series, unless separately defined in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement, the following expressions shall have the following meanings:

"Accounting Records" means the books of account and accounting systems of the Issuer;

"Account Monies" means, in relation to a Series, all monies held from time to time in each Series Bank Account relating to that Series;

"Actual Redemption Date" means, in relation to each Note in a Tranche of Notes in a Series, the date upon which such Note is actually redeemed in full by the Issuer and the full amount due and payable by the Issuer to the holder of such Note under the Applicable Terms and Conditions has been paid, being the date on which such amount is paid to such holder or, if such Note is listed on the Interest Rate Market of the JSE, the earlier of (i) the date on which such amount is paid to such holder and (ii) the date on which such amount is paid to the CSD's Nominee and (in the circumstances set out in Condition 9) notice to that effect has been given by the Issuer to such holder (in the manner set out in Condition 21.1);

"Affiliate" means, in relation to a company, its holding company (as defined in the Companies Act) and the subsidiaries (as defined in the Companies Act) of such company and such holding company, it being recorded that the relevant entities shall not be limited to being South African companies;

"Applicable Laws" means, in relation to a person, all and any (i) statutes and subordinate legislation, (ii) regulations, ordinances and directives, (iii) by-laws, (iv) codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, and (v) other similar provisions, from time to time, compliance with which is mandatory for that person;

"Applicable Pricing Supplement" means, in relation to a Tranche of Notes, the pricing supplement completed and signed by the Issuer in relation to the issue of that Tranche of Notes, as contemplated in Section 7 of this Programme Memorandum headed *"Form of the Applicable Pricing Supplement"*;

"Applicable Procedures" means, the rules and operating procedures for the time being of the CSD, CSD Participants and the JSE;

"Applicable Maturity Date" means, in relation to a Tranche of Notes in a Series:

- a) in the case of the redemption of that Tranche of Notes pursuant to Condition 7.1, the Final Maturity Date;
- b) in the case of the redemption of that Tranche of Notes pursuant to Condition 7.2, the Scheduled Maturity Date;
- c) in the case of the redemption of that Tranche of Notes pursuant to Condition 7.3, the Interest Payment Date stipulated in the notice contemplated in Condition 7.3;
- d) in the case of the redemption of that Tranche of Notes pursuant to Condition 7.4, the Interest Payment Date stipulated in the notice contemplated in Condition 7.4;

"Applicable Terms and Conditions" means, in relation to a Tranche of Notes in a Series, the Terms and Conditions, as replaced, amended and/or supplemented by the Series Conditions of the Notes in that Series, and as further replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes;

"Arranger" means Sasfin or such other arranger as may be appointed by the Issuer as specified in the applicable Series Supplement;

"Auditors" means the statutory auditors of the Issuer from time to time, being (as at the Restatement Date) KPMG;

"Available Funds" means, in relation to a Series (and in respect of a payment or provision required to be made in the Priority of Payments applicable to that Series), the amounts identified in the Priority of Payments applicable to that Series as being available for the purposes of making such payment or provision, as determined by the Series Manager of that Series;

"Bank" means a bank registered as a bank under the Banks Act, and duly licensed thereunder to conduct the business of a bank in South Africa;

"Banks Act" means the Banks Act, No. 94 of 1990, as amended or replaced;

"Beneficial Interest" means, in relation to a Tranche of Notes listed on the Interest Rate Market of the JSE, the beneficial interest as co-owner of an undivided share in all of the Notes in that Tranche, as contemplated in section 37(1) of the Financial Markets Act, the nominal value of which beneficial interest, in relation to any number of Notes in that Tranche, is determined by reference to the proportion that the aggregate Outstanding Principal Amount of such number of Notes bears to the aggregate Outstanding Principal Amount of all of the Notes in that Tranche, as contemplated in section 37(3) of the Financial Markets Act;

"BESA Guarantee Fund Trust" means the Guarantee Fund operated by the JSE as a separate guarantee fund, in terms of the Rules of the JSE, as required by sections 8(1)(h) and 17(2)(w) of the Financial Markets Act or any successor fund;

"Bills of Exchange Act" means the Bills of Exchange Act, 1964, as amended or replaced;

"Blocked Rands" means funds which, in terms of the Exchange Control Regulations, may not be remitted out of South Africa or paid into a Non-Resident's bank account;

"Business" means the business of the Issuer being, in relation to a Series, the acquisition and ownership of Participating Assets of that Series, the collection of amounts payable by the relevant Obligors to the Issuer in respect of such Participating Assets, the raising of finance in order to fund the purchase price of such Participating Assets, as contemplated in the Series Sale Agreement(s) relating to that Series, it being recorded that no other activity of any kind is included in the meaning of "Business";

"Business Day" means a day (other than a Saturday, Sunday or statutory public holiday) on which commercial banks settle payments in Rand in Johannesburg;

"Business Day Convention" means, in relation to a Tranche of Notes, the Business Day Convention (if any) specified as such and set out in the Applicable Pricing Supplement relating to that Tranche;

"Business Rescue" means business rescue proceedings as defined in the Companies Act, as amended;

"Class" or "Class of Notes" means, in relation to a Series, each Tranche of Notes in that Series having the same ranking in the Priority of Payments applicable to that Series, designated by a letter of the alphabet (such as Class A Notes and Class B Notes), on the basis that a Tranche of Notes in that Series identified by a letter closer to the beginning of the alphabet will rank higher in the Priority of Payments applicable to that Series than Tranche(s) of Notes in that Series identified by a letter closer to the end of the alphabet, it being recorded that a Class may comprise separate Sub-Series of Notes in that Series having different Interest Rates, Scheduled Maturity Dates, Final Maturity Dates and other terms as set out in the Applicable Pricing Supplement and, in this event, each such Sub-Series of Notes will be designated by a letter of the alphabet followed by a numeral, such as Class A1 Notes and Class A2 Notes;

"Class of Noteholders" means, in relation to a Series, the holders of the Notes in a Class of Notes in that Series;

"Common Monetary Area" means the Republics of South Africa and Namibia and the Kingdoms of Swaziland and Lesotho;

"Companies Act" means the Companies Act, No. 71 of 2008, as amended or replaced;

"Conditions Precedent to Issue" means, in relation to a Series, the Conditions Precedent to Issue specified as such in the Series Supplement relating to that Series, which must be satisfied (or waived) prior to the issue of any Tranche of Notes in that Series, as contemplated in Condition 2.1;

"Controlling Class Noteholders" means, in relation to a Series, the holders of the highest-ranking Class of Notes in that Series at any point in time;

"CSD" means, STRATE Proprietary Limited (registration number 1998/022242/07), licensed as a central securities depository in terms of section 29 of the Financial Markets Act, and any reference to "CSD" shall, whenever the context permits, be deemed to include any successor depository operating in terms of the Financial Markets Act, and any additional or alternate depository approved by the Issuer;

"CSD's Nominee" means, any wholly owned subsidiary of the CSD approved by the Registrar of Securities Services in terms of the Financial Markets Act, and any reference to "CSD's Nominee" shall, whenever the context permits, be deemed to include any successor nominee operating in terms of the Financial Markets Act;

"CSD Participant" means, a person authorised by the CSD as a participant, as contemplated in section 31 of the Financial Markets Act;

"Dealer(s)" means Sasfin and each additional Dealer appointed by the Issuer under the Programme from time to time pursuant to the Programme Dealer Agreement, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of any Dealer;

"Debt Listings Requirements" means the criteria and disclosure requirements for the listing of Notes on the JSE, as amended from time to time by the JSE;

"Debt Sponsor" means Sasfin Bank Limited;

"Eligible Institution" means a Bank or financial institution having the Required Credit Rating, or such other institution as may be approved by the Rating Agency from time to time;

"Eligibility Criteria" means, in relation to a Series, the Eligibility Criteria (specified as such in the Series Supplement relating to that Series) with which the Participating Assets of that Series must comply;

"Encumbrance" means any mortgage bond, notarial bond, pledge, lien, hypothecation, assignment, security cession, deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future asset) having the effect of providing a security interest or preferential treatment to a person over another person's assets (including set-off, title retention or reciprocal fee arrangements) or any agreement or arrangement to give any form of security or preferential treatment to a person over another person's assets but excluding statutory preferences; and "Encumber" will be construed accordingly;

"Enforcement Date" means, in relation to a Series, following the occurrence of an Event of Default in respect of that Series, the date on which an Enforcement Notice in respect of that Series is delivered by or on behalf of the Series Security SPV incorporated in respect of that Series to the Issuer in terms of Condition 13.2.3;

"Enforcement Notice" means, in relation to a Series, following the occurrence of an Event of Default in respect of that Series, a written notice delivered, by or on behalf of the Series Security SPV incorporated in respect of that Series to the Issuer pursuant to Condition 13.2.3, declaring all of the Notes in that Series and all amounts owing under the Series Transaction Agreements relating to that Series (whether or not due for payment) to be immediately due and payable;

"Event of Default" means, in relation to a Series, each Event of Default specified as such in the Series Supplement relating to that Series and, unless otherwise specified in that Series Supplement, each Event of Default set out in Condition 13.1;

"Exchange Control Regulations" means the Exchange Control Regulations, 1961 promulgated pursuant to the Currency and Exchanges Act, No. 9 of 1933;

"Extraordinary Resolution" means, (i) in relation to Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, a resolution passed at a properly constituted meeting of such Noteholders (or such Class(es) of Noteholders), as the case may be, by a majority consisting of not less than 66.67% (sixty-six point sixty-seven per cent) of the Noteholders (or Class(es) of Noteholders), as the case may be, present in person or by proxy and voting at such meeting, or, if a poll be duly demanded, a majority consisting of not less than 66.67% (sixty-six point sixty-seven per cent) of the votes cast at such poll by Noteholders (or Class(es) of Noteholders), as the case may be, present in person or by proxy; or (ii) instead of a resolution passed at a meeting of the Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, a written resolution passed by a majority consisting of not less than 66.67% (sixty-six point sixty-seven per cent) of the Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, as contemplated in Condition 24.13;

"Final Broken Amount" means, in relation to a Tranche of Notes, the amount specified as such in the Applicable Pricing Supplement;

"Final Maturity Date" means, in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;

"Financial Markets Act" means the Financial Markets Act, No.19 of 2012, as amended or replaced;

"Fitch" means Fitch Southern Africa Proprietary Limited (incorporated with limited liability under registration number 1990/002436/07 in South Africa);

"Fixed Interest Rate" means, in relation to a Tranche of Notes (where applicable), the fixed interest rate per annum specified as such in the Applicable Pricing Supplement;

"Fixed Rate Notes" means Notes which bear interest at a Fixed Interest Rate;

"Floating Interest Rate" means, in relation to a Tranche of Notes (where applicable), the floating interest rate per annum specified as such in the Applicable Pricing Supplement;

"Floating Rate Notes" means Notes which bear interest at a Floating Interest Rate;

"GAAP" means generally accepted accounting practice in South Africa, consistently applied;

"Guarantee Conditions" means, in relation to a Series, the Guarantee Conditions set out (and defined as such) in the Series Guarantee relating to that Series;

"Guarantee Event" means, in relation to a Series, following the occurrence of an Event of Default in respect of that Series, the delivery, by or on behalf of the Series Security SPV incorporated in respect of that Series, of an Enforcement Notice in respect of that Series to the Issuer pursuant to Condition 13.2.3;

"IFRS" means International Financial Reporting Standards (formerly International Accounting Standards) issued by the International Accounting Standards Board ("IASB") and interpretations issued by the International Financial Reporting Interpretations Committee of IASB (as amended, supplemented or re-issued from time to time);

"Implied Yield" means, in relation to a Tranche of Zero Coupon Notes, the yield accruing on the Issue Price, specified as a percentage in the Applicable Pricing Supplement;

"Index Linked Notes" means a Tranche of Notes, the redemption amount and/or the interest amount of which is not fixed on the Issue Date, but which is calculated with reference to such formula and/or other arrangement as is specified in the Applicable Pricing Supplement;

"Income Tax Act" means the Income Tax Act, No. 58 of 1962, as amended or replaced;

"Individual Certificate" means, a certificate in definitive registered form without interest coupons representing those Notes in that Tranche for which a Beneficial Interest has been exchanged in accordance with Condition 19.1;

"Initial Broken Amount" means, in relation to a Tranche of Notes, the amount specified as such in the Applicable Pricing Supplement;

"Insolvency Act" means the Insolvency Act, No. 24 of 1936, as amended or replaced;

"Interest Amount" means, in relation to a Tranche of Notes in a Series (where applicable), the amount of interest due and payable in respect of each Note in that Tranche, on the relevant Interest Payment Date, in respect of the relevant Interest Period, determined by the Series Manager of that Series in accordance with Condition 10;

"Interest Payment Date" means, in relation to a Tranche of Notes (where applicable), the date specified as such in the Applicable Pricing Supplement or, if no date is specified in the Applicable Pricing Supplement, the last day of each Interest Period;

"Interest Period" means, in relation to a Tranche of Notes (where applicable), each successive period commencing on and including an Interest Payment Date and ending on but excluding the following Interest Payment Date; provided that the first Interest Period shall commence on and include the Issue Date and the last Interest Period shall end on but exclude the Actual Redemption Date;

"Interest Rate" means, in relation to a Tranche of Notes (where applicable), the Fixed Interest Rate and/or the Floating Interest Rate applicable to that Tranche;

"Interest Rate Market of the JSE" means the separate platform or sub-market of the JSE designated as the *"Interest Rate Market"* and on which notes (and other debt securities) may be listed;

"ISDA Determination" means, in relation to a Tranche of Floating Rate Notes (where applicable), the basis on which the Floating Interest Rate applicable to that Tranche is to be determined, specified and described in the Applicable Pricing Supplement;

"Issue Date" means, in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;

"Issue Price" means, in relation to a Tranche of Notes, the price specified as such in the Applicable Pricing Supplement;

"Issuer" means South African Securitisation Programme (RF) Limited (incorporated with limited liability under registration number 1991/002706/06 in South Africa);

"Issuer Insolvency Event" means, in relation to a Series, the occurrence of any of the following events in relation to the Issuer:

- a) a scheme of arrangement or compromise as envisaged in sections 114 and 155 of the Companies Act is approved in respect of the Issuer (other than a scheme of arrangement or compromise the terms of which have been approved by the Series Security SPV incorporated in respect of that Series or by a Special Resolution of the Controlling Class Noteholders in that Series and where the Issuer is solvent);
- b) the Issuer is wound-up, liquidated, deregistered or placed under Business Rescue, in any such event whether provisionally or finally and whether voluntarily or compulsorily, or passes a resolution providing for any such event;
- c) the Issuer compromises or attempts to compromise with or defers or attempts to defer payment of debts owing by it to its creditors generally or any significant class of its creditors (except a deferral provided for in the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series as a result of a lack of Available Funds for that purpose in terms of the Priority of Payments applicable to that Series);
- d) any procedural step is taken by the Issuer (including an application, a proposal or a convening of a meeting) with a view to a compromise or arrangement with any of its creditors generally or any significant class of its creditors (except a deferral provided for in the Applicable Terms and Conditions and the other Series Transaction Agreements

relating to that Series as a result of a lack of Available Funds for that purpose in terms of the Priority of Payments applicable to that Series);

- e) the Issuer commits any act which is or, if it were a natural person, would be an act of insolvency as defined in the Insolvency Act (except as provided for in the Applicable Terms and Conditions and the other Series Transaction Agreements relating to that Series as a result of a lack of Available Funds for that purpose in terms of the Priority of Payments applicable to that Series);
- f) the Issuer is deemed to be unable to pay its debts in terms of the Companies Act (except where such is as a result of a lack of Available Funds for that purpose in terms of the Priority of Payments applicable to that Series);
- g) the members or creditors (other than the Noteholders in, and the other Secured Creditors of, that Series) of the Issuer meet in order to pass a resolution providing for the Issuer to be wound-up, liquidated, deregistered or placed under Business Rescue, or any resolution is passed to this effect;

"Issuer Owner Trust" means South African Securitisation Programme Issuer Owner Trust, registered in the Office of the Master of the High Court, Pretoria, under Master's reference number IT2276/97;

"Issuer Owner Trustee" means Maitland Trustees or any successor trustee of the Issuer Owner Trust appointed under the trust deed of the Issuer Owner Trust, as the case may be, whilst acting in that capacity;

"Issuer Owner Trustee Pledge" means the written deed of pledge so entitled executed by the Issuer Owner Trustee in favour of the Security SPV Owner Trustee, as amended, novated and/or substituted from time to time in accordance with its terms;

"the JSE" means the JSE Limited (registration number 2005/022939/06), a duly licensed financial exchange in terms of the Financial Markets Act, or any exchange which operates as a successor exchange to the JSE;

"Last Day to Register" means, in relation to a Tranche of Notes which is issued in registered form, the eleventh day (whether a Business Day or not) preceding each Interest Payment Date and the Applicable Maturity Date until 17h00 on that eleventh day, such eleventh day being the last day on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer of Notes in that Tranche;

"Lead Manager" means, in relation to a Tranche of Notes (where applicable), the Dealer specified as the Lead Manager in the Placement Agreement relating to that Tranche;

"Maitland Trustees" means Maitland Trustees Proprietary Limited (incorporated with limited liability under registration number 1999/002503/07 in South Africa);

"Maximum Interest Rate" means, in relation to a Tranche of Notes, the interest rate specified as such in the Applicable Pricing Supplement;

"Minimum Interest Rate" means, in relation to a Tranche of Notes, the interest rate specified as such in the Applicable Pricing Supplement;

"Mixed Rate Notes" means a Tranche of Notes which bears interest at (i) a Fixed Interest Rate for such Interest period(s) as is/are specified for this purpose in the Applicable Pricing Supplement and (ii) a Floating interest Rate for such Interest Period(s) as is/are specified for this purpose in the Applicable Pricing Supplement;

"Nedbank" means Nedbank Limited (incorporated with limited liability under registration number 1951/000009/06 in South Africa);

"Non-Resident" means for purposes of the Income Tax Act, a person who or which is not a Resident and, for purposes of the Exchange Control Regulations, a person (natural person or legal entity) whose normal place of residence or domicile or registration is outside the Common Monetary Area;

"Noteholders" and **"holders of Notes"** means, subject to Condition 4, the holders of Notes in a Series evidenced by Individual Certificates (as recorded in the Register);

"Notes" means the limited recourse secured notes issued by the Issuer, under the Programme, pursuant to this Programme Memorandum;

"Obligors" means, in relation to the Participating Assets of a Series purchased by the Issuer, the persons who are the debtors in respect of such Participating Assets;

"Ordinary Resolution" means, (i) in relation to Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, a resolution passed at a properly constituted meeting of such Noteholders (or such Class(es) of Noteholders), as the case may be, upon a poll, by a majority of the votes cast on such poll; or (ii) instead of a resolution passed at a meeting of the Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, a written resolution passed by a majority of the Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, as contemplated in Condition 24.13;

"Outstanding Principal Amount" means, in relation to each Note in a Tranche of Notes, the Principal Amount of that Note less the aggregate amount of Principal Payments (if any) made in respect of that Note;

"Participating Assets" means, in relation to a Series, the Series Assets of that Series which (a) comply with the Eligibility Criteria in respect of that Series and (b) are purchased by the Issuer from the Series Seller(s) relating to that Series in terms of the Series Sale Agreement(s) relating to that Series;

"Paying Agent" means Nedbank, unless the Issuer elects to appoint another entity as Paying Agent, as contemplated in Condition 17;

"Paying Agent Agreement" means the written agreement entitled *"Paying Agent Agreement"*, dated on or about 21 September 2007, entered into between Nedbank and the Issuer, as amended pursuant to an addendum, dated on or about 27 January 2011, and thereafter as amended, novated and/or substituted from time to time in accordance with its terms;

"Permitted Investments" means, in relation to a Series, the Permitted Investments specified as such in the Series Supplement relating to that Series, in which the Issuer will invest the proceeds of the issue of each Tranche of Notes in that Series (and the Applicable Subordinated Loan(s) (if any) and/or the Applicable First Loss Loan(s) (if any) borrowed in respect of that Tranche of Notes), pending application in accordance with the Series Conditions relating to that Series;

"Place" means, in relation to a Placement Agreement, the obligation/s of the relevant Dealer/s, jointly and severally, to use reasonable commercial endeavours to procure the subscription and payment in cash for Notes in one or more Tranches of Notes in a Series and/or the obligation/s of the relevant Dealer/s, severally and not jointly, to subscribe and pay in cash for Notes in one or more Tranches of Notes in a Series, pursuant to that Placement Agreement;

"Placement Agreement" means an agreement, concluded in accordance with the Programme Dealer Agreement, in terms of which the Issuer agrees to issue one or more Tranches of Notes in a Series and one or more Dealers agree to place such Tranche or Tranches of Notes, in accordance with such agreement;

"Post-Enforcement Period" means, in relation to a Series, following a Guarantee Event in respect of that Series, the period from and including the Enforcement Date in respect of that Series to but excluding the earlier of the Programme Termination Date or the Series Termination Date of that Series;

"Post-Enforcement Priority of Payments" means, in relation to a Series, the order in which (following a Guarantee Event in respect of that Series) payments will be made to the Issuer's creditors in respect of that Series (including the Noteholders in, and the other Series Secured Creditors of, that Series) on and after the Enforcement Date and during the Enforcement Period in respect of that Series, as set out in the Series Supplement applicable to that Series;

"Pre-Enforcement Priority of Payments" means, in relation to a Series, the order in which payments will be made to the Issuer's creditors in respect of that Series (including the Noteholders in, and the other Series Secured Creditors of, that Series) prior to the Enforcement Date in respect of that Series, as set out in the Series Supplement applicable to that Series;

"Preference Dividend" means, in relation to a Series, the dividend, if any, payable by the Issuer (to the extent permitted by and strictly in accordance with the Priority of Payments applicable to that Series) on each Preference Dividend Payment Date to the Series Preference Shareholder relating to that Series in respect of the Preference Shares relating to that Series;

"Preference Dividend Payment Date" means, in relation to a Series, the date(s) on which the Preference Dividend(s) payable in respect of the Preference Shares subscribed for by the Series Preference Shareholder relating to that Series is/are payable in accordance with the Priority of Payments applicable to that Series;

"Preference Shares" means, in relation to a Series, the preference shares in the share capital of the Issuer subscribed for by the Series Preference Shareholder relating to that Series pursuant to the Series Preference Share Subscription Agreement relating to that Series;

"Principal Amount" means, in relation to each Note in a Tranche of Notes, the nominal amount of that Note, being the amount equivalent to the Specified Denomination;

"Principal Payment" means, in relation to each Note in a Tranche of Notes, that portion of the Principal Amount of that Note (if any) paid by the Issuer pursuant to the Applicable Terms and Conditions;

"Priority of Payments" means, in relation to a Series, the Pre-Enforcement Priority of Payments applicable to that Series or, following a Guarantee Event in respect of that Series, the Post-Enforcement Priority of Payments applicable to that Series, as the case may be;

"Programme" means the South African Securitisation Programme (RF) Limited ZAR5 billion Multi-Seller Segregated Asset Backed Note Programme pursuant to which the Issuer may from time to time issue Notes;

"Programme Amount" means the maximum aggregate Outstanding Principal Amount of all of the Notes that may be issued under the Programme at any one point in time, being ZAR5 billion (as at the Programme Date) or such increased amount as is determined by the Issuer from time to time subject to and in accordance with the Programme Dealer Agreement;

"Programme Date" means 21 September 2007;

"Programme Dealer Agreement" means the written agreement entered into between the Issuer, Nedbank and Sasfin, as amended, novated and/or substituted from time to time in accordance with its terms;

"Programme Manager" means Sasfin or such other programme manager as may be appointed by the Issuer as specified in the applicable Series Supplement;

"Programme Management Agreement" means the written agreement entitled "*Programme Management Agreement*", dated on or about 21 September 2007, entered into between Nedbank, Sasfin, ERS No. 1 Security SPV Proprietary Limited and the Issuer, as amended and replaced pursuant to the written agreement entitled "*Programme Management Agreement*", dated on or about 14 November 2008, entered into between Nedbank, Sasfin, ERS No. 1 Security SPV Proprietary Limited, Securitisation Services and the Issuer, and as amended pursuant to an addendum, dated on or about 27 January 2011 and as further amended pursuant to an addendum, dated on or about 24 April 2013, and thereafter as amended, novated and/or substituted from time to time in accordance with its terms;

"Programme Memorandum" means this document so entitled in respect of the Programme dated 13 August 2013 as amended and restated by the Programme Memorandum dated 12 August 2015; provided that if the Issuer publishes a new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be (as contemplated in

Section 1 of this Programme Memorandum headed "*Documents Incorporated by Reference*"), references to "Programme Memorandum" shall be construed as references to that new Programme Memorandum or this Programme Memorandum as supplemented, as the case may be;

"Programme Statutory Expenses" means all fees, expenses, costs and taxes required to be paid by the Issuer in order to preserve the corporate existence of the Issuer, allocated by the Programme Manager (in the manner required by the Issuer) amongst each Series under the Programme on the basis set out in the Programme Management Agreement;

"Programme Sundry Expenses" means all fees, costs, charges, liabilities and expenses (inclusive of VAT, if any) required to be paid by the Issuer on a Payment Date to third parties and (incurred without any breach by the Issuer of its obligations under any of the Series Transaction Agreements and not provided for payment elsewhere (including payment of the Rating Agency, the JSE, audit and company secretarial expenses and a portion of the expenses incurred by the Issuer in relation to the Programme), allocated by the Programme Manager (in the manner required by the Issuer) amongst each Series under the Programme on the basis set out in the Programme Management Agreement; provided that the aggregate amount of the Programme Sundry Expenses incurred in respect of any financial year of the Issuer shall not exceed the Programme Sundry Expense Limit for that financial year;

"Programme Sundry Expense Limit" means ZAR1 500 000 (one million five hundred thousand rand) per financial year of the Issuer (or such other amount as may be agreed in writing between the Programme Manager and each Series Security SPV), adjusted at the commencement of each financial year of the Issuer by the percentage increase or decrease in the Consumer Price Index over the previous financial year; provided that if the Programme Sundry Expense Limit for any financial year of the Issuer exceeds the aggregate amount of the Programme Sundry Expenses incurred in respect of that financial year, such excess may be carried over to (and added to the Programme Sundry Expense Limit for) the subsequent financial year;

"Programme Termination Date" means, in relation to the Programme, the Actual Redemption Date of the last Note(s) in issue and outstanding under the Programme;

"R" or "Rand" or "ZAR" means the lawful currency of South Africa;

"Rate Determination Date" means, in relation to a Tranche of Notes (where applicable) the day falling on the first day of each Interest Period or, if such day is not a Business Day, the first following day that is a Business Day, unless it would thereby fall into the next calendar month, in which event the Rate Determination Date shall be brought forward to the first preceding Business Day;

"Rating" means, in relation to a Tranche of Notes (where applicable), the rating of that Tranche of Notes granted by the Rating Agency, specified as such in the Applicable Pricing Supplement;

"Rating Affirmation" means in relation to a Series and anything done or to be done under any Series Transaction Document relating to that Series, a written confirmation from the Rating Agency that the doing of that thing will not cause it to downgrade or withdraw its respective current Rating(s) of Tranches of Notes in that Series then in issue (a letter or other written communication from the Rating Agency being conclusive evidence of its contents for all purposes under the Series Transaction Documents relating to that Series);

"Rating Agency" means, in relation to a Tranche of Notes in a Series (if applicable), Fitch or such other Rating Agency (if any) as is specified in the Series Supplement relating to that Series and/or the Applicable Pricing Supplement;

"Reference Banks" means Nedbank, ABSA Bank Limited, The Standard Bank of South Africa Limited and FirstRand Bank Limited (and each of their successors);

"Refinancing Notes" means, in relation to a Tranche of Notes in a Series, the Notes in that Series issued by the Issuer pursuant to an exercise by the Issuer of the Refinancing Option;

"Refinancing Option" means, in relation to a Tranche of Notes in a Series, the option of the Issuer, subject to the satisfaction (or waiver) pursuant to Condition 2.1.5 of the Conditions Precedent to Issue relating to that Series, to issue Refinancing Notes in that Series during the Refinancing Period, in order to redeem Refinanced Notes in that Series on the Scheduled Maturity Date of such Refinanced Notes, in accordance with Condition 7.2;

"Refinancing Period" means, in relation to a Tranche of Notes in a Series, the period prior to (and including) any Scheduled Maturity Date during which the Issuer is entitled to exercise the Refinancing Option;

"Register" means the register of Noteholders maintained by the Transfer Agent in terms of Condition 20;

"Registrar of Banks" means the Registrar of Banks, as contemplated in the Banks Act;

"Required Credit Rating" means, in relation to a Series, the Required Credit Rating of an entity specified (and defined as such) in the Series Supplement relating to that Series;

"Resident" means, for purposes of the Income Tax Act, a person who or which is a "resident" as defined in section 1 of the Income Tax Act and, for purposes of the Exchange Control Regulations, a person (natural person or legal entity) whether of South African or any other nationality who has taken up residence or is domiciled or is registered in South Africa;

"Restatement Date" means 12 August 2015;

"Sasfin" means Sasfin Bank Limited (incorporated with limited liability under registration number 1951/002280/06 in South Africa);

"Scheduled Maturity Date" means, in relation to a Tranche of Notes (where applicable), the date specified as such in the Applicable Pricing Supplement;

"Screen Rate Determination" means, in relation to a Tranche of Floating Rate Notes (where applicable), the basis on which the Floating Interest Rate applicable to that Tranche is to be determined, specified and described in the Applicable Pricing Supplement;

"Securitisation Regulations" means the securitisation regulations of 1 January 2008 issued pursuant to paragraph (ee) of the definition of "*the business of a bank*" in the Banks Act, set out in Government Notice 2 and published in *Government Gazette* 30628 of 1 January 2008;

"Securitisation Services" means Outsourced Securitisation Services Proprietary Limited (incorporated with limited liability in South Africa under registration number 2008/020146/07) and beneficially owned by Deloitte & Touche, a partnership duly established under the laws of the Republic of South Africa under Practice No. 902276 and a member firm of Deloitte Touche Tohmatsu Limited, a UK private company limited by guarantee;

"Security SPV Owner Trust" means South African Securitisation Programme Security SPV Owner Trust, registered in the Office of the Master of the High Court, Pretoria, under Master's reference number IT8405/03;

"Security SPV Owner Trustee" means Maitland Trustees or any successor trustee of the Security SPV Owner Trust appointed under the trust deed of the Security SPV Owner Trust, as the case may be, whilst acting in that capacity;

"Series" means each separate series designated as such by the Programme Manager in the Accounting Records by a numeral and corresponding heading (such as Series 1 ("*Equipment Rental Securitisation Series*"));

"Series 1" means Series 1 ("*Equipment Rental Securitisation Series*") under the Programme;

"Series 1 Supplement" means the Series Supplement, dated 12 August 2015, relating to Series 1;

"Series Account Bank(s)" means, in relation to a Series, each Eligible Institution which is a Bank having the Required Credit Rating or which the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not

informed the Issuer that its respective current Rating(s) of the Notes in that Series then in issue would be adversely affected, as the case may, selected by the Issuer and the Series Security SPV incorporated in respect of that Series as a Series Account Bank for purposes of that Series;

"Series Assets" means, in relation to a Series, the Series Assets defined (and specified as such) in the Series Supplement relating to that Series and which are attributable solely to that Series, including (i) the Participating Assets of that Series purchased by the Issuer in terms of the Series Sale Agreement(s) relating to that Series, (ii) all of the Issuer's right, title and interest in and to the Series Bank Accounts relating to that Series and the Account Monies relating to that Series, (iii) all of the Issuer's right, title and interest in and to the Permitted Investments relating to that Series and all principal, income and other amounts accrued in respect of the such Permitted Investments, (iv) all of the Issuer's rights and claims under the Series Transaction Agreements relating to that Series including, without limitation, the benefit of all representations, warranties, undertakings, covenants, indemnities and promises made by any party in favour of the Issuer under such Series Transaction Agreements and (v) all proceeds of any of the aforementioned;

"Series Bank Account(s)" means, in relation to a Series, the bank accounts (existing and future) held from time to time with the Series Account Bank(s) relating to that Series, by or on behalf of the Issuer, for purposes of that Series;

"Series Bank Agreement(s)" means, in relation to a Series, each written agreement so entitled entered into between a Series Account Bank relating to that Series and the Issuer, the Series Manager of that Series and the Series Security SPV incorporated in respect of that Series, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Common Terms Agreement" means, in relation to a Series, the written agreement so entitled entered into between the Issuer and certain Series Secured Creditors of that Series (other than the Noteholders in that Series), as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Conditions" means, in relation to a Series, the Series Conditions of the Notes in that Series set out (and defined as such) in the Series Supplement relating to that Series;

"Series First Loss Loan Agreement(s)" means, in relation to a Series (where applicable), each written agreement entered into between a Series First Loss Loan Provider relating to that Series and the Issuer, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series First Loss Loan Provider" means, in relation to a Series (where applicable), each person selected by the Issuer as a Series First Loss Loan Provider for purposes of that Series;

"Series Guarantee" means, in relation to a Series, the written deed of guarantee so entitled executed by the Series Security SPV incorporated in respect of that Series in favour of the Noteholders in, and the other Series Secured Creditors of, that Series, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Hedge Agreement(s)" means, in relation to a Series (where applicable), each written agreement so entitled entered into between the Issuer and a Series Hedge Counterparty relating to that Series, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Hedge Counterparty(ies)" means, in relation to a Series (where applicable), each Eligible Institution having the Required Credit Rating or which the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer that its respective current Rating(s) of the Notes in that Series then in issue would be adversely affected, as the case may, selected by the Series Manager of that Series (as agent for the Issuer) as a Series Hedge Counterparty for purposes of that Series;

"Series Indemnity" means, in relation to a Series, the written agreement so entitled entered into between the Issuer and the Series Security SPV incorporated in respect of that Series, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Issuer Security Agreement(s)" means, in relation to a Series, each agreement entered into by the Issuer in terms of which real rights of security in all or any of the Series Assets relating to that Series are granted (whether by way of pledge, mortgage or otherwise) in favour of the Series Security SPV incorporated in respect of that Series, to secure the Issuer's obligations under the Series Indemnity relating to that Series, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Liabilities" means, in relation to a Series, the Series Liabilities defined (and specified as such) in the Series Supplement relating to that Series and which are attributable solely to that Series;

"Series Liquidity Facility Agreement(s)" means, in relation to a Series (where applicable), each written agreement entered into between a Series Facility Provider relating to that Series and the Issuer, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Liquidity Facility Provider(s)" means, in relation to a Series (where applicable), each Eligible Institution having the Required Credit Rating or which the Rating Agency, after having been furnished with 10 Business Days' prior written notice, has not informed the Issuer that its respective current Rating(s) of the Notes in that Series then in issue would be adversely affected, as the case may, selected by the Issuer as a Series Liquidity Facility Provider for purposes of that Series;

"Series Manager" means, in relation to a Series, the Series Manager of that Series specified as such in the Series Supplement relating to that Series and appointed as Series Manager under the terms of the Series Manager Agreement relating to that Series;

"Series Manager Agreement" means, in relation to a Series, the written agreement so entitled entered into between (among other possible parties) the Issuer, the Series Security SPV incorporated in respect of that Series and the Series Manager of that Series, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Preference Shareholder" means, in relation to a Series, the registered holder from time to time of the Preference Shares relating to that Series;

"Series Preference Share Subscription Agreement" means, in relation to a Series, the written agreement so entitled entered into between the Series Preference Shareholder relating to that Series and the Issuer, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Sale Agreement(s)" means, in relation to a Series, each written agreement so entitled entered into between the Issuer, the Series Security SPV incorporated in respect of that Series and a Series Seller relating to that Series, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Secured Creditors" means, in relation to a Series, each of the creditors of the Issuer in respect of that Series (including the Noteholders in that Series) set out in the Priority of Payments relating to that Series that is a party to a Series Transaction Agreement relating to that Series;

"Series Security Agreements" means, in relation to a Series, the Series Guarantee relating to that Series, the Series Indemnity relating to that Series, the Series Issuer Security Agreement(s) relating to that Series and each other Series Transaction Agreement relating to that Series which is specified as a Series Security Agreement in the Series Supplement relating to that Series;

"Series Security SPV" means, in relation to a Series, the Series Security SPV incorporated in respect of that Series for the benefit of the Noteholders in, and the other Series Secured Creditors of, that Series, specified as such in the Series Supplement relating to that Series;

"Series Seller(s)" means, in relation to a Series, each person selected by the Issuer as a Series Seller for purposes of that Series;

"Series Servicer" means, in relation to a Series (where applicable), the Series Servicer of that Series specified as such in the Series Supplement relating to that Series and appointed as Series Servicer under the terms of the Series Servicer Agreement relating to that Series;

"Series Servicer Agreement" means, in relation to a Series (where applicable), the written agreement so entitled entered into between the Issuer, the Series Security SPV incorporated in respect of that Series and the Series Servicer of that Series, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Statutory Expenses" means, in relation to a Series, that portion of the Programme Statutory Expenses allocated by the Programme Manager (in the manner required by the Issuer) to that Series on the basis set out in the Programme Management Agreement;

"Series Subordinated Lender" means, in relation to a Series (where applicable), each person selected by the Issuer as a Series Subordinated Lender for purposes of that Series;

"Series Subordinated Loan Agreement(s)" means, in relation to a Series (where applicable), each written agreement so entitled entered into between a Series Subordinated Lender relating to that Series and the Issuer, as amended, novated and/or substituted from time to time in accordance with its terms;

"Series Sundry Expenses" means, in relation to a Series, that portion of the Programme Sundry Expenses allocated by the Programme Manager (in the manner required by the Issuer) to that Series on the basis set out in the Programme Management Agreement; provided that the amount of the Series Sundry Expenses incurred in respect of any financial year of the Issuer shall not exceed the Series Sundry Expense Limit (as defined in the Series Supplement relating to that Series) for that financial year;

"Series Supplement" means, in relation to a Series, the series supplement completed and signed by the Issuer for that Series, as contemplated in Section 6 of this Programme Memorandum headed "*Form of the Series Supplement*";

"Series Supplement Annexure" means, in relation to a Series, each annexure to the Series Supplement relating to that Series which is designated as a Series Supplement Annexure in that Series Supplement, signed by the Issuer and the Series Security SPV incorporated in respect of that Series, and which sets out any supplementary information and/or provisions and/or particulars relating to that Series including, without limitation, a description of the business of each Series Seller relating to that Series as and when such Series Seller is selected by the Issuer as a Series Seller for purposes of that Series;

"Series Termination Date" means, in relation to a Series, the Actual Redemption Date of the last Note(s) in issue and outstanding under that Series;

"Series Transaction Agreements" means, in relation to a Series, those of the Series Transaction Documents relating to that Series which are agreements entered into between the Issuer and one or more of the Series Secured Creditors of that Series;

"Series Transaction Documents" means, in relation to a Series, the memorandum of incorporation of the Issuer, the trust deed of the Issuer Owner Trust, the trust deed of the Security SPV Owner Trust, the Paying Agent Agreement, the Transfer Agent Agreement (if any), the Non-Disposal Agreement, the Issuer Owner Trustee Pledge, the Programme Management Agreement, the Programme Dealer Agreement, the memorandum of incorporation of the Series Security SPV incorporated in respect of that Series, the Series Common Terms Agreement relating to that Series, each Series Sale Agreement relating to that Series, each Series Bank Agreement relating to that Series each Series Liquidity Facility Agreement (if any) relating to that Series, each Series Hedge Agreement (if any) relating to that Series, each Series First Loss Loan Agreement (if any) relating to that Series, each Series Subordinated Loan Agreement (if any) relating to that Series, the Series Manager Agreement relating to that Series, the Series Servicer Agreement (if any) relating to that Series, each Series Security Agreement relating to that Series, the Series Preference Share Subscription Agreement relating to that Series, this

Programme Memorandum, the Series Supplement relating to that Series, each Series Supplement Annexure relating to that Series, each Applicable Pricing Supplement relating to each Tranche of Notes in that Series, the Notes in that Series, the Applicable Terms and Conditions of each Tranche of Notes in that Series and each other agreement and/or document which is specified as a Series Transaction Document in the Series Supplement relating to that Series;

"South Africa" means the Republic of South Africa;

"Special Resolution" means, in relation to Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, a resolution passed at a properly constituted meeting of such Noteholders (or such Class(es) of Noteholders), as the case may be, upon a poll, by a majority consisting of not less than 75% of the votes cast on such poll; or (ii) instead of a resolution passed at a meeting of Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, a written resolution passed by a majority consisting of not less than 75% of the Noteholders (or Class(es) of Noteholders) in a Series, as the case may be, as contemplated in Condition 24.13;

"Specified Denomination" means, in relation to each Note in a Tranche of Notes, the amount specified as such in the Series Supplement and/or the Applicable Pricing Supplement;

"Specified Office" means:

- a) in relation to each of the Issuer, the Programme Manager, the Paying Agent and the Transfer Agent, the address of the office specified in respect of such entity at the end of this Programme Memorandum, or such other address as is notified by such entity (or, where applicable, a successor to such entity) to the Noteholders in the manner set out in Condition 21.1, as the case may;
- b) in relation to each of the Series Security SPV incorporated in respect of a Series, the Series Manager of that Series and the Series Servicer (if any) of that Series, the address of the office specified in respect of such entity in the Series Supplement relating to that Series, or such other address as is notified by such entity (or, where applicable, a successor to such entity) to the Noteholders in that Series in the manner set out in Condition 21.1, as the case may be;

"Stabilisation Manager" means, in relation to a Tranche of Notes (where applicable), the Issuer or the Dealer who is designated in the Applicable Pricing Supplement as the approved stabilisation manager;

"Sub-Series" means, in relation to a Series, a Tranche of Notes in that Series which, together with any other Tranche or Tranches of Notes in that Series, (i) are expressed in the Applicable Pricing Supplement relating to that Tranche of Notes to be consolidated and form a single Sub-Series of Notes in that Series and (ii) are identical in all respects (including as to listing) except for their respective Issue Dates and/or Issue Prices;

"Taxes" means all present and future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of whatever nature imposed, levied, collected, withheld or assessed by, or on behalf of, any governmental, fiscal or other competent authority in South Africa or any other jurisdiction from which any payment is made (and including any penalty payable in connection with any failure to pay, or delay in paying, any of the same) and "Tax" and "Taxation" will be construed accordingly;

"Terms and Conditions" means the Terms and Conditions of the Notes set out in Section 8 of this Programme Memorandum headed *"Terms and Conditions of the Notes"*;

"Tranche" or "Tranche of Notes" means, in relation to a Series, those Notes in that Series which are identical in all respects (including as to listing) and in respect of which the same Applicable Pricing Supplement applies;

"Transfer Agent" means Nedbank, unless the Issuer elects to appoint another entity as Transfer Agent, as contemplated in Condition 17;

"Transfer Agent Agreement" means, if the Issuer elects to appoint an entity other than Nedbank as Transfer Agent in terms of Condition 17.2, the written agreement so entitled to be entered into between the Issuer and that other entity, in terms of which the Issuer agrees to appoint that entity as Transfer Agent to perform the services specified to be the responsibility of the Transfer Agent in the Terms and Conditions, as amended, novated and/or substituted from time to time in accordance with its terms;

"Transfer Form" means the written form for the transfer of Notes represented by an Individual Certificate, in the usual form or in such other form as is approved by the Transfer Agent;

"Value-Added Tax Act" means the Value-Added Tax Act, No. 89 of 1991, as amended or replaced;

"VAT" means value-added tax imposed in terms of the Value-Added Tax Act, or any similar tax imposed in place thereof from time to time;

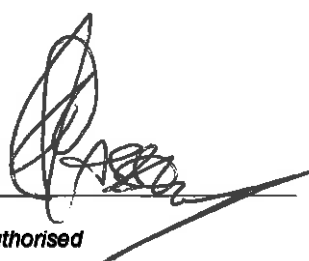
"Zero Coupon Notes" means a Tranche of Notes in a Series which are offered and sold at a discount to their aggregate Principal Amount and which will not bear interest.

South African Securitisation Programme (RF) Limited

By:  _____

Director, duly authorised

Date: 12 August 2015

By:  _____

Director, duly authorised

12 August 2015

ISSUER**South African Securitisation Programme (RF) Limited**

29 Scott Street
Waverley, 2090
PO Box 95104
Grant Park, 2051
Johannesburg South Africa
Contact: Mr D Govender

ARRANGER, DEBT SPONSOR AND DEALER

Sasfin Bank Limited
29 Scott Street
Waverley, 2090
Johannesburg
South Africa
PO Box 95104
Grant Park, 2051
Contact: Mr D Govender

TRANSFER AGENT

Nedbank Capital
(a division of Nedbank Limited)
135 Rivonia Road
Sandton, 2196
South Africa
PO Box 1144
Johannesburg 2000
Contact: Mr RC Hayne

PAYING AGENT

Nedbank Limited
Braampark Forum IV
2nd Floor
33 Hoofd Street
Braamfontein, 2001
South Africa
PO Box 1144
Johannesburg 2000
Contact: Mrs L Currie

DEALER

Sasfin Bank Limited
29 Scott Street
Waverley, 2090
Johannesburg
South Africa
PO Box 95104
Grant Park, 2051
Contact: Mr D Govender

PROGRAMME MANAGER

Sasfin Bank Limited
29 Scott Street
Waverley, 2090
Johannesburg
South Africa
PO Box 95104
Grant Park, 2051
Contact: Mr D Govender

**LEGAL ADVISERS TO THE ARRANGER,
AND THE ISSUER**

Edward Nathan Sonnenbergs Inc
150 West Street
Sandown
Sandton, 2196
PO Box 783347
Sandton, 2146
Contact: Mr S von Schimding

INDEPENDENT AUDITORS TO THE ISSUER**KPMG**

KPMG Crescent
85 Empire Road
Parktown
2193
Private Bag 9
Parkview
2122
Contact: Joelene Pearce