

# PLACEMENT AGREEMENT

DATED 21 JANUARY 2014

in respect of

**ZAR150,000,000 CLASS A FLOATING RATE NOTES DUE 31 MARCH 2017  
(BAYA43) AND ZAR 115,000,000 CLASS B FLOATING RATE NOTES DUE 30  
SEPTEMBER 2018 (BAYB09) UNDER ITS ZAR10,000,000,000 ASSET BACKED  
NOTE PROGRAMME**

between

**BAYPORT SECURITISATION (RF) LTD**

(as "Issuer")

and



**DEUTSCHE BANK AG JOHANNESBURG BRANCH**

(as "Dealer")

## 1. INTRODUCTION

1.1 The Issuer proposes to issue ZAR150,000,000 Class A Floating Rate Notes due 31 March 2017 (BAYA43) and ZAR115,000,000 Class B Floating Rate Notes due 30 September 2018 (BAYB09) pursuant to the Asset Backed Note Programme established by it. The terms of the issue shall be set out in the form of the Pricing Supplement(s) (the "Pricing Supplement(s)") attached to this Agreement as Annexure A and Annexure B.

1.2 This Agreement is supplemental to the Programme Agreement (the "**Programme Agreement**") dated 20 May 2011 as amended and/or supplemented from time to time entered into between the Issuer, the Arranger and the Dealers party thereto. The provisions of the



Programme Agreement applicable to the issue of the Notes shall, save to the extent varied by this Agreement, be deemed to be incorporated in this Agreement. All terms with initial capitals used herein without definition have the meanings given to them in the Programme Agreement.

- 1.3 The Dealer appointed in respect of the issue of the Notes contemplated in this Agreement is a party to the Programme Agreement as a signatory thereto.

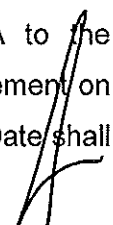

## 2. ISSUE OF NOTES

- 2.1 Subject to the terms and conditions of the Programme Agreement and this Agreement:

2.1.1 the Issuer hereby agrees to issue the Notes on 24 January 2014 or such later date as may be agreed between the Issuer and the Dealer (the "Issue Date"), and

2.1.2 the Dealer, as agent of the Issuer, agrees to facilitate the subscription of the Notes under the Stock Codes BAYA43 by Futuregrowth Asset Management (Pty) Ltd (in its capacity as duly authorised asset manager for and on behalf of one or more of its clients) and BAYB09 by Investec Asset Management (Pty) Ltd (in its capacity as duly authorised asset manager for and on behalf of one or more of its clients) at a subscription price of 100 per cent of the principal amount of the Notes ("**the Procurement Subscription Price**").

- 2.2 In consideration for the obligations set out in clause 2.1 above, the Issuer agrees to pay the Dealer a fee equal to 5 bps of the Procurement Subscription Price, subject to receipt of such price (all payments are excluding Value Added Tax) (the "**Procurement Commission**"). The Dealer shall provide the Issuer with an Invoice in accordance with the requirements of the applicable legislation for the Procurement Commission.

- 2.3 The settlement procedures set out in Part 2 of Annex A to the Procedures Memorandum shall apply as if set out in this Agreement on the basis that in the case of 2.1, the sum payable on the Issue Date shall
- 
- 

be the Procurement Subscription Price received in respect of the Notes less the Procurement Commission in respect of such Notes.

- 2.4 It is recorded that the Dealer has not assumed the risk of any failed settlements by underlying investors in the Notes and no underwriting or settlement risk is assumed by the Dealer.

### 3. EXPENSES

The Issuer shall bear and pay (together with any applicable value added or similar tax) all costs and expenses incurred in or in connection with the printing of the Certificates (if any), this Agreement and the Pricing Supplements, the listing of the Notes on the Exchange and making initial delivery of the Notes. In addition, the Issuer agrees to pay to the Dealer, such other expenses as may be agreed between the Issuer and the Dealer in a separate mandate letter entered into between such parties.

### 4. NO OTHER ISSUES/CLEAR ISSUANCE

Without the prior consent of the Dealer the Issuer undertakes that it will not, during the period commencing on the signature date hereof and ending on the Issue Date of the Notes which are to, issue or agree to issue any listed notes, bonds or other debt securities of whatsoever nature that are substantially similar to the Notes.

### 5. ADVERTS

The Issuer shall be provided with copies of all adverts. All adverts shall be subject to approval by the Issuer.



### 6. CONDITIONS PRECEDENT

- 6.1 The obligation of the Dealer to subscribe for the Notes is conditional upon:

6.1.1 the execution by all parties of this Agreement on or prior to the Issue Date; and

6.1.2 the conditions set out in Clause 3.3 of the Programme Agreement being satisfied as of the Issue Date; and

6.1.3 without prejudice to the aforesaid, the Programme



Memorandum dated 20 May 2011 as supplemented by the Supplements thereto dated 22 September 2011, 25 April 2012 31 July 2012, 28 June 2013 and 10 September 2013 (as read with the information incorporated by reference into the Programme Memorandum, including, but not limited to, the audited financial statements of the Issuer for the financial year ended 30 September 2012 and the unaudited management accounts report for the six month period ended 30 September 2013), containing all material information relating to the assets and liabilities, financial position, profits and losses of the Issuer and nothing having happened or being expected to happen which would require the Programme Memorandum to be supplemented or updated; and

6.1.4 the delivery to the Dealer on the Issue Date of:

- (i) legal opinions addressed to the Dealer dated the Issue Date in such form and with such contents as the Dealer may reasonably require from the legal advisor to the Issuer;
- (ii) a certificate dated as at the Issue Date signed by a duly authorised officer(s) of the Issuer giving confirmation
  - (a) to the effect stated in sub-clause 6.1.3 above; and
  - (b) that the issue of the Notes will not give rise to any breach of any limit on the borrowings of the Issuer.

6.2 If any of the foregoing conditions is not satisfied on or before 10h00 on the Issue Date, this Agreement shall terminate at 10h00 on such date and the parties hereto shall be under no further liability arising out of this Agreement (except for the liability of the Issuer in relation to expenses as provided in Clause 3 and except for any liability arising before or in relation to such termination), provided that the Dealer may in its discretion waive any of the aforesaid conditions of the Programme Agreement) or any part of them or may extend the time and/or date by which the conditions are to be satisfied to such later date and time as the Dealer and the Issuer may agree upon.

Two handwritten signatures in black ink, one larger and more stylized, the other smaller and more compact, located at the bottom right of the page.

## 7. COUNTERPARTS

This Agreement may be signed in any number of counterparts, all of which, taken together, shall constitute one and the same agreement and any party may enter into this Agreement by executing a counterpart.

## 8. GOVERNING LAW AND JURISDICTION

Clause 21 of the Programme Agreement shall apply *mutatis mutandis* to this Agreement as if expressly incorporated herein.

## 9. NOTICES AND DOMICILIA

### 9.1 Notices

Each party chooses the addresses set out opposite its name below as its address to which any written notice in connection with this Agreement may be addressed.

#### 9.1.1 Issuer:

Bayport Securitisation (RF) Ltd  
42 Wierda Road West  
Midrand, 1685  
Sandton, 2196  
South Africa

Attention : The Directors  
Telefax No : (011) 234 5784

With a copy to

Bayport Financial Services 2010 (Pty) Ltd  
Physical Address:  
Bayport House  
23A 10<sup>th</sup> Avenue  
Rivonia, 2128  
South Africa

Attention : Chief Financial Officer  
Telefax No : 011 580 1010



## 9.1.2 Dealer:

3 Exchange Square  
87 Maude Street  
Sandton  
2196  
South Africa

Attention : Mr Umang Ramlal  
Telephone: (011) 775 7855  
Fax: (011) 775-7605

9.2 Either party may by written notice to the other party change its chosen addresses and/or telefax number for the purposes of clause 9.1 of this Agreement to any other address(es) and/or telefax number, provided that the change shall become effective on the fourteenth day after the receipt of the notice by the addressee.

9.3 Any notice given in terms of this Agreement shall:

9.3.1 if sent by a courier service be deemed to have been received by the addressee on the first Business Day following the date reflected in the courier's proof of delivery document;

9.3.2 if delivered by hand be deemed to have been received by the addressee on the date of delivery;



9.3.3 if transmitted by facsimile be deemed to have been received by the addressee on the first Business Day after the date of transmission,

unless the contrary is proved.

9.4 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen address and/or telefax number.

9.5 ***Domicilia***

9.5.1 Each of the Parties chooses its physical address referred to in clause 9.1 as its domicilium citandi et executandi at which



documents in legal proceedings in connection with this Agreement may be served.

- 9.5.2 Either party may by written notice to the other party change its domicilium from time to time to another address, not being a post office box or a poste restante, in South Africa; provided that any such change shall only be effective on the fourteenth day after deemed receipt of the notice by the other party pursuant to clause 9.3.

**IN WITNESS WHEREOF** the parties hereto have executed this Placement Agreement as of the date first above written.

**BAYPORT SECURITISATION (RF) LTD**

\_\_\_\_\_  
By: Stephen Williamson  
who warrants that he is duly authorised hereto

\_\_\_\_\_  
By: Brendan Harmse  
who warrants that he is duly authorised hereto

**IN WITNESS WHEREOF** the parties hereto have executed this Placement Agreement as of the date first above written.

**DEUTSCHE BANK AG JOHANNESBURG BRANCH**

\_\_\_\_\_  
By:  
who warrants that he is duly authorised hereto

\_\_\_\_\_  
By:  
who warrants that he is duly authorised here

# ANNEXURE A TO THE PLACEMENT AGREEMENT

## PRICING SUPPLEMENT

### BAYPORT SECURITISATION (RF) LTD

Registration Number 2008/003557/06

(Incorporated with limited liability in the Republic of South Africa)

Issue of ZAR150,000,000 CLASS A FLOATING RATE NOTES

Under its ZAR10,000,000,000 Asset Backed Note Programme

("the Programme")

STOCK CODE BAYA43

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum issued by Bayport Securitisation (RF) Ltd dated 20-May-2011, as amended and/or supplemented from time to time (the "Programme Memorandum"). To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum headed "Glossary of Definitions". References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the Programme Memorandum headed "Terms and Conditions of the Notes". Reference to any Condition in this Applicable Pricing Supplement is to that Condition of the Terms and Conditions.

## DESCRIPTION OF THE NOTES

1.	Issuer	Bayport Securitisation (RF) LTD
2.	Status and Class of the Notes	Secured Class A Notes
3.	Tranche Number	43
4.	Aggregate Nominal Amount of this Tranche	ZAR150,000,000
5.	Interest Payment Basis	Floating Rate Notes
6.	Form of Notes	Listed registered Notes. The Notes in this Tranche are issued in uncertificated form and held by the CSD
7.	Issue Date	24-January-2014
8.	Settlement Date	24-January-2014
9.	Nominal Amount per Note	ZAR1,000,000
10.	Minimum Denomination per Note	Notes are subject to a minimum denomination of ZAR1,000,000



11.	Currency	ZAR
12.	Issue Price(s)	100% of the Nominal Amount of each Note
13.	Interest Commencement Date(s)	24-January-2014
14.	Payment Day	Following Business Day Convention
15.	Stated Date	31-March-2014
16.	Capital Repayment Profile	Amortising. See schedule of capital repayment only annexed as Annexure A
17.	Redemption Condition	7.1 of the Programme Memorandum
18.	Maturity Date	31-March-2017
19.	Final Redemption Amount	as per Condition 7 of the Programme Memorandum
20.	Use of Proceeds	As stated in Programme Memorandum
21.	Books Close Period	The Register will be closed from 21 March to 31 March, 20 June to 30 June, 20 September to 30 September and 21 December to 31 December each year
22.	Last day to Register	by 17h00 on 20 March, 19 June, 19 September and 20 December each year
23.	Penalty Interest Rate	Prime Rate plus 200 basis points
24.	Description of Underlying Asset	N/A
25.	Set out the relevant description of any additional Terms and Conditions relating to the Notes	N/A

#### FIXED RATE NOTES

26.		
a.	Fixed Rate of Interest	N/A
b.	Interest Payment Date(s)	N/A
c.	Interest Step-Up Date	N/A
d.	Interest Step-Up Interest Rate	N/A




27. Any other terms relating to the particular method of calculating interest N/A

#### FLOATING RATE NOTES OR INDEX-LINKED NOTES

28.



- |    |   |  |
|----|---|--|
| a. | Interest Payment Date(s)  | 31 March, 30 June, 30 September and 31 December each year  |
| b. | Interest Period(s)  | each period from but not including one Interest Payment Date to and including, the following Interest Payment Date |
| c. | Interest Rate   | 3 month ZAR-JIBAR plus 390 basis points payable Quarterly in arrears   |
| d. | Definitions of Business Day (if different from that set out in the "Glossary of Definitions" contained in the Programme Memorandum) | N/A  |
| e. | Minimum Rate of Interest  | N/A  |
| f. | Maximum Rate of Interest  | N/A  |
| g. | Interest Step-Up Date   | N/A  |
| h. | Interest Step-Up Interest Rate  | N/A  |
| i. | Other terms relating to the method of calculating interest (e.g. day count fraction, rounding up provisions)                        | N/A  |
29. Manner in which the Rate of Interest is to be determined N/A
30. Margin/Spread for the Interest Rate 390 basis points to be added to the relevant Reference Rate
31. If ISDA Determination N/A
- |    |                      |     |
|----|----------------------|-----|
| a. | Floating Rate        | N/A |
| b. | Floating Rate Option | N/A |
| c. | Designated Maturity  | N/A |
| d. | Reset Date(s)        | N/A |



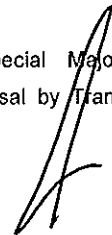


e.	ISDA Definitions to Apply	N/A
32.	If Screen Rate Determination	Yes
a.	Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	3 Month ZAR-JIBAR
b.	Rate Determination Date(s)	24 January 2014 and then 31 March, 30 June, 30 September and 31 December each year occurring after 24 January 2014
c.	Relevant Screen Page and Reference Code	Reuters Code: SAFETY reference code J2Y or any successor page
33.	If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Determination, insert basis for determining Rate of Interest/ Margin/Fall back provisions including, where applicable the Base CPI for CPI Linked instruments.	N/A
34.	Any other terms relating to the particular method of calculating interest	N/A

#### GENERAL

35.	Details of relevant Stabilisation Manager (if any)	N/A
36.	Additional selling restrictions	N/A
37.	International Securities Numbering (ISIN)	ZAG000111824
38.	Stock Code	BAYA43
39.	Financial Exchange	Interest Market of the JSE Ltd
40.	The notice period required for exchanging Beneficial Interests in a Global Note for an Individual Certificate	14 days
41.	Capital Raising Process	Unsyndicated
42.	If syndicated, names of Dealers	N/A
43.	Rating assigned to this Tranche of Notes (if any)	zaA(sf) National Scale Rating
44.	Rating Agency	Standard & Poors

45.	Date of Rating	24-January-2014
46.	Date of Next Rating Review	Process commences September 2014, or any such earlier date as required by the Rating Agency
47.	Governing Law	South Africa
48.	Calculation Agent	The Standard Bank of South Africa Ltd
49.	Specified Office of the Calculation Agent	9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg
50.	Transfer Agent	The Standard Bank of South Africa Ltd
51.	Specified Office of the Transfer Agent	9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg
52.	Security Trustee	PT&A Trustees (Pty) Ltd
53.	Specified Office of Security Trustee	17 Fricker Road, Illovo Boulevard, Illovo
54.	Issuer Programme Limit	ZAR10,000,000,000
55.	Outstanding Principal Amount of Notes in Issue on the Issue Date of this Tranche	ZAR3,828,922,833.00 excluding this Tranche of Notes and any other Tranches of Notes to be issued on the Issue Date
56.	Securitisation Regulations	The information which is required to be disclosed in terms of paragraph 16(2) of the Securitisation Regulations is set out in the Programme Memorandum
57.	Covenants	See Condition 10 of the Programme Memorandum
58.	Credit Events/Guarantee Events	See Condition 11 of the Programme Memorandum
59.	Other Provisions	On 22 November 2013, a Special Majority of Noteholders approved a) the disposal by Transaction

Capital Limited ("TC") of its interest in the Originator (Bayport Financial Services 2010 Proprietary Limited) and b) the amendment of the Security Trust Deed so as to replace all references therein to TC with references to the intended purchaser. A copy of the notice to Noteholders, including the approved amendments to the Security Trust Deed is attached as Annexure B hereto. These amendments were not voted on by the Noteholders of BAYA43, but shall be binding on the Noteholders of BAYA43 with effect from the date on which the amendments become effective.

60. Additional Information

This Programme Memorandum has, prior to this issuance, been amended by supplements dated 22 September 2011, 25 April 2012, 31 July 2012, 28 June 2013 and 10 September 2013.

Application is hereby made to list this Tranche of Notes as from 24-January-2014, pursuant to the Bayport Securitisation (RF) Ltd Asset Backed Note Programme.

The Issuer certifies that, to the best of its knowledge and belief, there are no facts that have been omitted which would make any statements in this Applicable Pricing Supplement as read with the Programme Memorandum false or misleading and that all reasonable enquiries to ascertain such facts have been made and that this Applicable Pricing Supplement as read with the Programme Memorandum contains all information required by law and the JSE Listings Requirements.

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, any Applicable Pricing Supplements, and the annual report or the amendments to the annual report, except as otherwise stated therein.



The JSE:

- takes no responsibility for the contents of this Programme Memorandum, any Applicable Pricing Supplements, or any annual report (as amended or restated from time to time) or the amendments to the annual report,
- makes no representation as 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, any Applicable Pricing Supplements, or the annual report (as amended or restated from time to time) or the amendments to the annual report.

**BAYPORT SECURITISATION (RF) LTD**

A large, stylized handwritten letter 'A' in black ink.A small, stylized handwritten mark or signature in black ink.

## ANNEXURE A

Interest or Capital payment Date	Capital Payment
31-Mar-14	R 10 910 876.00
30-Jun-14	R 10 224 116.00
30-Sep-14	R 10 423 767.00
31-Dec-14	R 10 662 638.00
31-Mar-15	R 10 960 675.00
30-Jun-15	R 11 182 273.00
30-Sep-15	R 11 414 410.00
31-Dec-15	R 11 675 983.00
31-Mar-16	R 11 959 128.00
30-Jun-16	R 12 230 205.00
30-Sep-16	R 12 497 872.00
03-Jan-17	R 12 764 950.00
31-March-17	R 13 093 107.00
<b>Grand Total</b>	<b>R150,000,000.00</b>

\*If a date falling on 31 March, 30 June, 30 September and 31 December of any year is not a business day the next business day is displayed in the preceding table in accordance with the Following Business Day Convention.




# ANNEXURE B TO THE PLACEMENT AGREEMENT

## PRICING SUPPLEMENT

### BAYPORT SECURITISATION (RF) LTD

Registration Number 2008/003557/06

(Incorporated with limited liability in the Republic of South Africa)

### Issue of ZAR115,000,000 CLASS B FLOATING RATE NOTES

Under its ZAR10,000,000,000 Asset Backed Note Programme

("the Programme")

STOCK CODE BAYB09

This document constitutes the Applicable Pricing Supplement relating to the Issue of Notes described herein. This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum issued by Bayport Securitisation (RF) Ltd dated 20-May-2011, as amended and/or supplemented from time to time (the "Programme Memorandum"). To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum headed "Glossary of Definitions". References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the Programme Memorandum headed "Terms and Conditions of the Notes". Reference to any Condition in this Applicable Pricing Supplement is to that Condition of the Terms and Conditions.

### DESCRIPTION OF THE NOTES


1.	Issuer	Bayport Securitisation (RF) LTD
2.	Status and Class of the Notes	Secured Class B Notes
3.	Tranche Number	9
4.	Aggregate Nominal Amount of this Tranche	ZAR115,000,000
5.	Interest Payment Basis	Floating Rate Notes
6.	Form of Notes	Listed registered Notes. The Notes in this Tranche are issued in uncertificated form and held by the CSD
7.	Issue Date	24-January-2014
8.	Settlement Date	24-January-2014
9.	Nominal Amount per Note	ZAR1,000,000
10.	Minimum Denomination per Note	Notes are subject to a minimum denomination of ZAR1,000,000



11.	Currency	ZAR
12.	Issue Price(s)	100% of the Nominal Amount of each Note
13.	Interest Commencement Date(s)	24-January-2014
14.	Payment Day	Following Business Day Convention
15.	Stated Date	30-September-2018
16.	Capital Repayment Profile	Bullet. See schedule of capital repayment only annexed as Annexure A
17.	Redemption Condition	7.1 of the Programme Memorandum
18.	Maturity Date	30-September-2018
19.	Final Redemption Amount	as per Condition 7 of the Programme Memorandum
20.	Use of Proceeds	As stated in Programme Memorandum
21.	Books Close Period	The Register will be closed from 21 March to 31 March, 20 June to 30 June, 20 September to 30 September and 21 December to 31 December each year
22.	Last day to Register	by 17h00 on 20 March, 19 June, 19 September and 20 December each year
23.	Penalty Interest Rate	Prime Rate plus 200 basis points
24.	Description of Underlying Asset	N/A
25.	Set out the relevant description of any additional Terms and Conditions relating to the Notes	N/A

#### FIXED RATE NOTES

26.		
a.	Fixed Rate of Interest	N/A
b.	Interest Payment Date(s)	N/A
c.	Interest Step-Up Date	N/A
d.	Interest Step-Up Interest Rate	N/A
e.	Any other terms relating to the particular method of calculating interest	N/A




## FLOATING RATE NOTES OR INDEX-LINKED NOTES

27.

- |    |   |  |
|----|---|--|
| a. | Interest Payment Date(s)  | 31 March, 30 June, 30 September and 31 December each year each year occurring after 31 March 2014  |
| b. | Interest Period(s)  | each period from but not including one Interest Payment Date to and including, the following Interest Payment Date   |
| c. | Interest Rate   | 3-month ZAR-JIBAR plus 575 basis points payable Quarterly in arrears   |
| d. | Definitions of Business Day (if different from that set out in the "Glossary of Definitions" contained in the Programme Memorandum) | N/A  |
| e. | Minimum Rate of Interest  | N/A  |
| f. | Maximum Rate of Interest  | N/A  |
| g. | Interest Step-Up Date   | N/A  |
| h. | Interest Step-Up Interest Rate  | N/A  |
| i. | Other terms relating to the method of calculating interest (e.g. day count fraction, rounding up provisions)                        | For as long as any amount/s payable in respect of a Note is overdue, the Interest Rate in respect of such overdue amount only shall increase (with effect from the due date for payment) to 3 month ZAR-JIBAR plus 775 basis points payable Quarterly in arrears, and no Penalty Interest shall be paid on the Notes in such circumstances |

28. Manner in which the Rate of Interest is to be determined N/A

29. Margin/Spread for the Interest Rate 575 basis points to be added to the relevant Reference Rate

30. If ISDA Determination N/A

- |    |                           |     |
|----|---------------------------|-----|
| a. | Floating Rate             | N/A |
| b. | Floating Rate Option      | N/A |
| c. | Designated Maturity       | N/A |
| d. | Reset Date(s)             | N/A |
| e. | ISDA Definitions to Apply | N/A |




31. If Screen Rate Determination YES
- a. Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated) 3 Month ZAR-JIBAR
- b. Rate Determination Date(s) 24 January 2014 and then 31 March, 30 June, 30 September and 31 December each year occurring after 24 January 2014
- c. Relevant Screen Page and Reference Code Reuters Code: SAFEY reference code J2Y or any successor page
32. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Determination, insert basis for determining Rate of Interest/ Margin/Fall back provisions including, where applicable the Base CPI for CPI Linked instruments. N/A
33. Any other terms relating to the particular method of calculating interest N/A

#### GENERAL

34. Details of relevant Stabilisation Manager (if any) N/A
35. Additional selling restrictions N/A
36. International Securities Numbering (ISIN) ZAG000111832
37. Stock Code BAYB09
38. Financial Exchange Interest Market of the JSE Ltd
39. The notice period required for exchanging Beneficial Interests in a Global Note for an Individual Certificate 14 days
40. Capital Raising Process Unsyndicated
41. If syndicated, names of Dealers N/A
42. Rating assigned to this Tranche of Notes (if any) Unrated
43. Rating Agency Unrated
44. Date of Rating N/A
45. Date of Next Rating Review N/A
46. Governing Law South Africa
47. Calculation Agent The Standard Bank of South Africa Ltd






48. Specified Office of the Calculation Agent  
9th Floor,  
Standard Bank Centre,  
5 Simmonds Street,  
Johannesburg
49. Transfer Agent  
The Standard Bank of South Africa Ltd
50. Specified Office of the Transfer Agent  
9th Floor,  
Standard Bank Centre,  
5 Simmonds Street,  
Johannesburg
51. Security Trustee  
PT&A Trustees (Pty) Ltd
52. Specified Office of Security Trustee  
17 Fricker Road,  
Illovo Boulevard,  
Illovo
53. Issuer Programme Limit  
ZAR10,000,000,000
54. Outstanding Principal Amount of Notes in Issue on the Issue Date of this Tranche  
ZAR3,828,922,833.00 excluding this Tranche of Notes and any other Tranches of Notes to be issued on the Issue Date
55. Securitisation Regulations  
The information which is required to be disclosed in terms of paragraph 16(2) of the Securitisation Regulations is set out in the Programme Memorandum
56. Covenants  
See Condition 10 of the Programme Memorandum
57. Credit Events/Guarantee Events  
See Condition 11 of the Programme Memorandum
58. Other Provisions  
On 22 November 2013, a Special Majority of Noteholders approved a) the disposal by Transaction Capital Limited ("TC") of its interest in the Originator (Bayport Financial Services 2010 Proprietary Limited) and b) the amendment of the Security Trust Deed so as to replace all references therein to TC with references to the intended purchaser. A copy of the notice to Noteholders, including the approved amendments to the Security Trust Deed is attached as Annexure B hereto. These amendments were not voted on by the Noteholders of BAYA43, but shall be binding on the Noteholders of BAYA43 with effect from the date on which the amendments become effective.
59. Additional Information  
This Programme Memorandum has, prior to this issuance, been amended by supplements dated

22 September 2011, 25 April 2012, 31 July 2012, 28  
June 2013 and 10 September 2013.

Application is hereby made to list this Tranche of Notes as from 24-January-2014, pursuant to the Bayport Securitisation (RF) Ltd Asset Backed Note Programme.

The Issuer certifies that, to the best of its knowledge and belief, there are no facts that have been omitted which would make any statements in this Applicable Pricing Supplement as read with the Programme Memorandum false or misleading and that all reasonable enquiries to ascertain such facts have been made and that this Applicable Pricing Supplement as read with the Programme Memorandum contains all information required by law and the JSE Listings Requirements.

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, any Applicable Pricing Supplements, and the annual report or the amendments to the annual report, except as otherwise stated therein.



The JSE:

- takes no responsibility for the contents of this Programme Memorandum, any Applicable Pricing Supplements, or any annual report (as amended or restated from time to time) or the amendments to the annual report,
- makes no representation as 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, any Applicable Pricing Supplements, or the annual report (as amended or restated from time to time) or the amendments to the annual report.

**BAYPORT SECURITISATION (RF) LTD**



## ANNEXURE A

Interest or Capital payment Date	Capital Payment
31-Mar-14	N/A
30-Jun-14	N/A
30-Sep-14	N/A
31-Dec-14	N/A
31-Mar-15	N/A
30-Jun-15	N/A
30-Sep-15	N/A
31-Dec-15	N/A
31-Mar-16	N/A
30-Jun-16	N/A
30-Sep-16	N/A
03-Jan-17	N/A
31-Mar-17	N/A
30-June-17	N/A
02-Oct-17	N/A
02-Jan-18	N/A
03-Apr-18	N/A
02-Jul-18	N/A
01-Oct-18	R115,000,000.00
Grand Total	R 115,000,000.00

\*If a date falling on 31 March, 30 June, 30 September and 31 December of any year is not a business day the next business day is displayed in the preceding table in accordance with the Following Business Day Convention.






## BAYPORT SECURITISATION (RF) LTD

(Incorporated with limited liability in the Republic of South Africa under Registration Number 2008/003557/06)

Formerly called BAYPORT SECURITISATION (PROPRIETARY) LIMITED Registration Number 2008/003557/07)

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To: **Central Securities Depository's Nominee (PTY) Limited**  
 E-mail: [cdadmin@strate.co.za](mailto:cdadmin@strate.co.za)  
 1<sup>st</sup> Floor  
 9 Fricker Road  
 Illovo Boulevard  
 Sandton  
 2196  
 South Africa

Date: 7 November 2013

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### REQUEST TO NOTEHOLDERS TO PROVIDE CONSENTS

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#### 1. Introduction

- 1.1 On 20 May 2011, Bayport Securitisation (RF) LTD ("**the Issuer**") established its Asset-Backed Note Programme (the "**Programme**") pursuant to a programme memorandum dated 20 May 2011 as supplemented by the Supplements thereto dated 22 September 2011, 25 April 2012, 31 July 2012, 28 June 2013 and 10 September 2013 (the "**Programme Memorandum**"). With effect from 28 June 2013, the nominal amount of the Programme, was increased from R4,400,000,000.00 to R10,000,000,000.00.
- 1.2 Capitalised terms used in this request for consent shall, unless otherwise defined in this request, bear the meanings ascribed to such terms in the section of the Programme Memorandum headed "*Glossary of Definitions*".
- 1.3 The CSD Nominee is requested to seek the required consents, detailed in paragraph 2 below, of the holders of the Beneficial Interest in relation to Notes issued by the Issuer and/or the required consent of the relevant Participant(s) of such Beneficial Interest holder's, in accordance with the Applicable Procedures.
- 1.4 With regard to the consent sought below relating to the SENS Announcement made on Wednesday 23 October 2013 (**Annexure 1**), the details of which are set out in paragraph 2 below, the Issuer requires the consent of a Special Majority of Senior Debt Funders being Senior Debt Funders who would, on a poll, between



them hold more than 75% of the total votes of all Senior Debt Funders at that time. In this regard every Senior Debt Funder will be entitled to 10 votes for each Class A Note of which he is the registered holder or representative.

- 1.5 Any Facility Grantor (which also falls within the definition of Funder) is entitled to 10 votes for each complete R1,000,000 of capital owing by the Issuer to a Facility Grantor in terms of the corresponding Warehousing Facility. To the extent required, the Issuer will seek the written consent of any Facility Grantor.
- 1.6 With regard to the consent sought below relating to the amendment of the Security Trust Deed (**Annexure 2**), the Issuer requires the consent of a Special Majority of Funders being Funders who would, on a poll, between them hold more than 75% of the total votes of all Funders at that time. In this regard every Funder will be entitled to vote as follows:
  - 1.6.1 10 votes for each Class A Note of which he is the registered holder or representative;
  - 1.6.2 two votes for each Class B Note of which he is the registered holder or representative;
  - 1.6.3 one and a half votes for each Class C Note of which he is the registered holder or representative; and
  - 1.6.4 one vote for each Class D Note of which he is the registered holder or representative.
- 1.7 Any Facility Grantor (which also falls within the definition of Funder) is entitled to 10 votes for each complete R1,000,000 of capital owing by the Issuer to a Facility Grantor in terms of the corresponding Warehousing Facility. To the extent required, the Issuer will seek the written consent of any Facility Grantor.
- 1.8 The CSD nominee is requested to provide sufficient information regarding the consent allocated per class of Notes in order to enable the Issuer to determine the level of voting.
- 1.9 Such consents are requested by no later than Friday 22 November 2013.

## 2. CONSENTS REQUIRED

- 2.1 In terms of the restrictions contained in the Security Trust Deed, and repeated in Condition 11.1.1.27 of the Terms and Conditions contained in the Programme Memorandum, the Transaction Capital shareholding in the Originator may not, without the written consent of a Special Majority of Senior Debt Funders, fall below 50% + 1 share.
- 2.2 Transaction Capital proposes disposing of the Bayport Group of companies, with the result that Transaction Capital's shareholding in the Originator will fall below 50% + 1 share. As such, the Issuer is required to obtain the consent of a Special Majority of Senior Debt Funders. The finalisation of the contemplated disposal without the prior consent of a Special Majority of Senior Debt Funders would constitute a Credit Event in terms of paragraph 11.1.1.27 of the Terms and Conditions contained in the Programme Memorandum.
- 2.3 Accordingly, Noteholders are requested to give their consent, subject to the amendment of the Security Trust Deed, to the proposed disposal by Transaction Capital of its shares in the Originator as contemplated in the SENS Announcement attached hereto as Annexure 1.




- 2.4 In terms of the restrictions contained in the Security Trust Deed, and repeated in Condition 10.3.7 of the Terms and Conditions contained in the Programme Memorandum, the Issuer may not participate in any variation, amendment or consensual cancellation of any of the Transaction Documents (other than the Programme Memorandum and/or the Applicable Pricing Supplements which may be varied or amended in accordance with the provisions of the Programme Memorandum and the JSE Listings Requirements), without the prior written consent of a Special Majority of Funders.
- 2.5 The Issuer proposes making changes to the Security Trust Deed, subject to a Special Majority of Senior Debt Funders approving the disposal by Transaction Capital of its shares in the Originator, by:
- 2.5.1 deleting the definition of "Transaction Capital" in clause 2.1.125 and replacing it with the definition of "BML"; and
- 2.5.2 deleting the reference to "Transaction Capital" in clauses 2.1.46.5 and 11.9.1.27 and replacing it with a reference to "BML".

**For: Bayport Securitisation (RF) LTD**

November 2013



## Annexure 1

Terms announcement relating to the disposal of Bayport Financial Services 2010 and Zenthyme Investments  
**TRANSACTION CAPITAL LIMITED**  
 (Incorporated in the Republic of South Africa)  
 (Registration No. 2002/031730/06)  
 ISIN: ZAE00167391  
 JSE share code: TCP  
 ("Transaction Capital" or the "Company")

Bayport Management Limited  
 (Incorporated in Mauritius)  
 (Registration No. 54787 C1/GBL) ("BML")

TERMS ANNOUNCEMENT RELATING TO THE DISPOSAL OF BAYPORT FINANCIAL SERVICES 2010 PROPRIETARY LIMITED AND ZENTHYME INVESTMENTS PROPRIETARY LIMITED TO BAYPORT MANAGEMENT LIMITED, A COMPANY INCORPORATED IN MAURITIUS AND LISTED ON THE STOCK EXCHANGE OF MAURITIUS

## 1. INTRODUCTION

### 1.1 Transaction Capital shareholders are advised that

- 1.1.1 Transaction Capital currently owns 82.65% of the issued share capital of each of Bayport Financial Services 2010 Proprietary Limited ("BFS") and Zenthyme Investments Proprietary Limited ("Zenthyme");
- 1.1.2 Transaction Capital has entered into a sale of shares agreement (the "Minority Buy-Out Agreement") with the Trustees of The Stuart Stone Family Trust Grant Kurland, Martin Freeman, Justin Chola and Suganthran Govender (collectively the "Minorities"), BFS and Zenthyme in terms of which agreement Transaction Capital will acquire from the Minorities all the issued shares in BFS and Zenthyme held by the Minorities on the same terms and conditions (including the price), mutatis mutandis, contained in the Agreement (defined in paragraph 1.1.3 below) such that on the implementation of the Minority Buy-Out Agreement, BFS and Zenthyme will become wholly owned subsidiaries of Transaction Capital and on the basis that delivery of shares will occur before the implementation of the Agreement (defined in paragraph 1.1.3 below) while payment of ZAR279 728 040 (plus an amount equal to 17.35% of the notional interest envisaged in paragraph 2.5) by Transaction Capital to the Minorities for such shares will occur following receipt by Transaction Capital of the consideration set out in paragraph 2.5 below;
- 1.1.3 contemporaneously with the signature of the Minority Buy-Out Agreement, Transaction Capital has also entered into an agreement ("Agreement") with BFS, Zenthyme and BML, pursuant to and in terms of which BFS and Zenthymewill, subject to the fulfilment or waiver of the conditions precedent specified in the Agreement ("Conditions Precedent"), and after implementation of the Minority Buy-Out Agreement, become wholly owned subsidiaries of BML, (collectively the "Proposed Transaction"). The Minority Buy-Out Agreement and the Agreement are conditional on one another and accordingly indivisibly linked. The salient features of the Proposed Transaction, including the material Conditions Precedent are set out below.

## 2. SALIENT FEATURES OF THE PROPOSED TRANSACTION

### 2.1 Particulars of the Proposed Transaction

- 2.1.1 The subject matter of the Proposed Transaction is all the issued ordinary shares in BFS and Zenthyme.
- 2.1.2 Upon implementation of the Proposed Transaction
- 2.1.3 BFS and Zenthyme will become wholly-owned subsidiaries of BML;
- 2.1.4 Transaction Capital will receive the consideration set out in paragraph 2.5 below and
- 2.1.5 The Minorities will receive ZAR279 728 040 (plus an amount equal to 17.35% of the notional interest envisaged in paragraph 2.5).

## 2.2 Rationale for the Proposed Transaction

- 2.2.1 The origin of Bayport was the establishment by Messrs Stuart Stone ("Stone") and Grant Kurland ("Kurland") of a mass market unsecured credit provider in 2001.
- 2.2.2 Operating as BML, the founders expanded into 4 African countries and in 2005, on expiry of their restraint from operating in the country, entered the South African market and established BFS.
- 2.2.3 In 2010, consistent with its strategic objective to acquire and grow niched financial services businesses, Transaction Capital acquired 82.65% of BFS for an enterprise value of ZAR650 000 000, with the balance of the shareholding remaining with the founders and management. At the time this presented the potential for a later acquisition of BML by Transaction Capital and the re-integration of the two businesses under the management of the founding partners.
- 2.2.4 The following developments since then have persuaded Transaction Capital to alter this view:
  - 2.2.4.1 negative sentiment around the unsecured lending sector, has caused the market to ignore the specific outperformance of BFS, which has grown steadily, improving its differentiated strategy, executive calibre, governance and quality of earnings under Transaction Capital's stewardship and the leadership team assembled by Stone;
  - 2.2.4.2 BML has expanded steadily into 6 African countries and Colombia, while developing the management infrastructure required to manage and control a global emerging market lender. This endeavour has been supported by a diverse group of international debt capital investors through BML's listed bond issuances on the Swedish Stock Exchange, and by new equity from Investment AB Kinnevik, the renowned Swedish emerging market investor, and from funds advised by Helios Investment Partners, one of the largest pan-African private equity investment firms which recently committed to a USD100 000 000 equity investment into BML. Together these two major investors will own over 50% of BML;
  - 2.2.4.3 BML has concluded that the growth and progress of the combined entity will be facilitated by its independence, with a focussed management team accountable directly to its international and local equity and debt investors for performance.



2.2.5 The feasibility of Transaction Capital acquiring BML has been further challenged by the following factors that would dilute Transaction Capital shareholder value:

2.2.5.1 Relative Valuations: By virtue of its footprint and performance in high growth African economies, BML has higher earnings and a higher rating than BFS.

2.2.5.2 Cost of Equity: raising new equity at Transaction Capital's current PE multiple would be dilutive.

2.2.5.3 Unsecured lending contribution: Given the recent disposal of Paycorp, the acquisition of BML would increase Transaction Capital's participation in unsecured lending to over 65% of headline earnings. Notwithstanding the consequent international diversification, Transaction Capital's mainly South African shareholders would view this as a diminution of risk adjusted returns.

2.2.6 Following due consideration of the above issues, the board of Transaction Capital elected to forego its initial ambition to acquire BML and to consider the sale of BFS and Zenthyme to BML.

2.2.6.1 This decision is consistent with Transaction Capital's frequently espoused view that it is obliged to consider disposing of a subsidiary if the performance of that subsidiary can be enhanced by another owner, as reflected in a fair price.



2.2.6.2 The enhancement of performance by BML will result from the combined entity realising strategic, operational and financial synergies as an independent global group, under the uninterrupted management of Kurland and Stone as the chief executives of BML and respectively, while funding organic and acquisitive growth with the support of local and international debt and equity investors, all well established in emerging markets.

2.2.6.3 The Proposed Transaction has been concluded at an enterprise value of approximately ZAR1 610 000 000, or ZAR1 330 000 000 for Transaction Capital's 82.65% share of BFS and Zenthyme, representing 1.5 times book value (based on the net asset value as at 31 March 2013) and a 7.15 PE ratio (based on headline earnings for the rolling 12 month period ended 31 March 2013), both considered acceptable by the Transaction Capital board.

## 2.3 Overview of the business of BFS and Zenthyme

The business conducted through BFS (and its subsidiaries) and Zenthyme includes the provision of unsecured credit and related products, cellular handset and airtime subscription agreements and related products, to historically under-served low to middle income individuals in South Africa. The business provides clients with personalised and direct access to credit, by originating retail loans through a wide distribution network of approximately 2 211 mobile, commission earning independent agents; operating out of 56 branches and 33 kiosks at selected South African Post Office outlets nationwide and backed by three call centres. BFS primarily funds itself via Bayport Securitisation (RF) Limited and its JSE listed ZAR10 000 000 000 Asset Backed Note Programme. On implementation of the Proposed Transaction, Mr David Woollam will be appointed non-executive chairman of BFS.

## 2.4 Overview of the business of BML

BML is a leading provider of unsecured credit and financial solutions to the formally employed mass markets in emerging markets in Africa (Zambia, Ghana, Uganda, Tanzania, Botswana and Mozambique) and Latin America (Colombia). Today, BML services over 270 000 customers (total loan portfolio of approximately USD 400 million) through 289 branches, with the support of 3 300 employees. BML has further developed a broad global debt and equity investor base (refer 2.2.4.2 above) and wide relationships with multinational and domestic banks and insurance and pension funds in its markets of operation and in Scandinavia.

## 2.5 The consideration and application of the net consideration

2.5.1 The consideration to be received by Transaction Capital for the disposal of its 100% interest in BFS and Zenthyme (after implementation of the Minority Buy-Out Agreement) amounts to ZAR1 612 265 361 plus an amount equal to notional interest (calculated thereon from 1 January 2014 until the day immediately preceding the date on which the Agreement is implemented at a rate of 0.9%, calculated daily and compounded monthly in arrears) (the "consideration") and will be settled in cash by BML on the implementation of the Agreement. Two wholly-owned subsidiaries of Transaction Capital will retain a claim on loan account against BFS amounting to ZAR215 000 000 in aggregate, repayable on the second anniversary of the effective date of the Proposed Transaction

2.5.2 The consideration less the amount payable to the Minorities under the Minority Buy-Out Agreement will be applied for the purpose of delivering shareholder value through strategic acquisitions and/or capital management initiatives.

## 2.6 Categorisation

The Proposed Transaction is categorised as a category 1 transaction for Transaction Capital in terms of the Listings Requirements.

## 2.7 Effective date of the Proposed Transaction

The effective date of the Proposed Transaction is the last day of the month in which the last of the Conditions Precedent (other than the material adverse change condition envisaged in paragraph 2.10 below) is fulfilled or waived, as the case may be.

## 2.8 Related party transaction and Independent Professional Expert opinion

2.8.1 The Proposed Transaction is a related party transaction, as envisaged in the JSE Limited ("JSE") Listings Requirements ("Listings Requirements").

2.8.2 The relevant related parties vis-à-vis Transaction Capital are

2.8.2.1 the Kimberly Investment Trust;


2.8.2.2 the Rutland Trust;

2.8.2.3 the Sugar Tube Trust;

2.8.2.4 the Stuart Stone Family Trust;

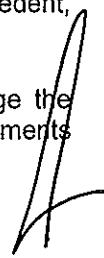

2.8.2.5 Justin Chola; and

2.8.2.6 Kurland.

(collectively the "Related Parties").

- 2.8.3 The Related Parties will not have a vote at the general meeting referred to in paragraph 4 below.
- 2.8.4 The details of the Related Parties are as follows -
- 2.8.4.1 Messrs Jawno, Mendelowitz and Rossi are directors of Transaction Capital and BFS. Messrs Jawno, Mendelowitz and Rossi are also contingent discretionary beneficiaries of the Kimberly Investment Trust, the Rutland Trust and the Sugar Tube Trust, respectively. Each trust holds 14.11% of the issued ordinary shares in Transaction Capital and are accordingly material shareholders of Transaction Capital;
- 2.8.4.2 Mr Jawno is also a director of BML;
- 2.8.4.3 Messrs Jawno, Mendelowitz and Rossi are also contingent beneficiaries of certain other trusts which hold an indirect interest in BML. Accordingly, Messrs Jawno, Mendelowitz and Rossi also have contingent indirect interests in BML;
- 2.8.4.4 Stone, who is a director of BFS and BML, is also a contingent discretionary beneficiary of the Stuart Stone Family Trust, which trust holds a 1.20% interest in Transaction Capital and has a contingent indirect interest in BML. He is also a vendor in the Minority Buy-Out Agreement;
- 2.8.4.5 Kurland, who is a director of BFS and BML, holds a 1.15% interest in Transaction Capital and has a contingent indirect interest in BML. He is also a vendor in the Minority Buy-Out Agreement; and
- 2.8.4.6 Mr Chola, who is a director of BFS and BML, holds a 0.04% interest in Transaction Capital and is a shareholder in BML. He is also a vendor in the Minority Buy-Out Agreement.
- 2.8.5 In terms of paragraph 10.4(f) of the Listing Requirements, the board of directors of Transaction Capital (the "Board") must obtain a fairness opinion from an independent professional expert. Accordingly, the Board has appointed Grant Thornton Advisory Services Proprietary Limited as the independent professional expert to provide an opinion on the fairness of the Proposed Transaction.
- 2.8.6 The above-mentioned fairness opinion will be included in the circular and notice of general meeting referred to in paragraph 4 below
- 2.9 Other significant terms of the Proposed Transaction
- The Company has provided BML with warranties customary for a transaction of this nature, subject to customary limitations as to the period during which claims may be brought and customary thresholds for the capping of claims.
- 2.10 Conditions Precedent
- The Proposed Transaction is subject, inter alia, to the fulfilment or waiver (where appropriate), as the case may be, of the following material Conditions Precedent, namely -
- 2.10.1 BML concludes agreements to raise funds to enable it to discharge the consideration to be paid by it under the Agreement and such agreements

become unconditional in all respects in accordance with their respective terms, save for any condition relating to the Agreement becoming unconditional;

- 2.10.2 BFS obtains the prior written consent of at least 75% of the note holders of Bayport Securitisation (RF) Limited for the change of shareholding in BFS arising from the implementation of the Agreement and the Minority Buy-Out Agreement;
- 2.10.3 to the extent required, the parties obtain all statutory and/or regulatory approvals (or deemed approvals) or waivers, as the case may be, required for implementation of the Proposed Transaction from, inter alios, the South African competition authorities (as may be required or provided for in terms of the Competition Act, 1998), the South African Reserve Bank, the JSE Limited (including approval of the circular to the shareholders of Transaction Capital in accordance with the JSE Listings Requirements) and the Takeover Regulation Panel established in terms of section 196 of the Companies Act, 2008;
- 2.10.4 insofar as may be necessary, the board of directors and/or the shareholders of each of BFS, Zenthyme and Transaction Capital pass such resolutions, including, without limitation, such resolutions as may be required in terms of the Listings Requirements and the Companies Act, 2008, to authorise and implement the Proposed Transaction. It is also a Condition Precedent that there will be no material adverse change as notified either by Transaction Capital or BML (as the case may be) between the signature date of the Agreement and three business days before the Effective Date. In addition, if the Proposed Transaction is not implemented in accordance with the terms of the Agreement by the later of 31 March 2014 and the final determination of any dispute as to whether a material adverse change has occurred, then unless otherwise agreed by the parties to the Agreement, the Agreement will terminate.

### 3. UNAUDITED PRO FORMA FINANCIAL EFFECTS OF THE PROPOSED TRANSACTION

The unaudited pro forma financial effects of the Proposed Transaction set out below have been prepared to assist Transaction Capital's shareholders in assessing the impact of the Proposed Transaction on the Transaction Capital Group's historical diluted earnings per share ("EPS") and diluted headline earnings per share ("HEPS"). The pro forma financial effects are the responsibility of the directors of Transaction Capital and are provided for illustrative purposes only. The pro forma financial effects have been prepared on the basis that the Proposed Transaction had been fully implemented on 1 October 2012 for purposes of the Income Statement and at 31 March 2013 for purposes of the Statement of Financial Position. It does not purport to be indicative of what the consolidated financial results would have been had the Proposed Transaction been implemented on a different date. The material assumptions are set out in the notes following the table below. Due to their nature, the pro forma financial effects may not fairly present the financial position, changes in equity, results of operations or cash flows of the Transaction Capital Group after the implementation of the Proposed Transaction.

Before the Proposed Transaction	Impact of the Proposed Paycorp Holdings (Pty)	Impact of the Proposed Transaction (3)	Impact After both the Paycorp Transaction	Percentage change
---------------------------------	---	--	---	-------------------






## EPS (ZA cents)

-Diluted	39.9	70.5	78.9	189.3	374.4%
-Basic	39.9	70.5	78.9	189.3	374.4 %

## HEPS (ZAcents)

-Diluted	39.9	(2.2)	(13.6)	24.1	39.6%
-Basic	39.9	(2.2)	(13.6)	24.1	39.6%

Net asset value per  
ordinary share

(ZA cents)	527.6	71.7	56.3	655.6	24.3
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Net tangible asset value  
per ordinary share

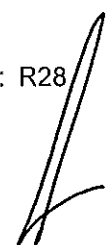

(ZA cents)	362.9	131.1	127.7	621.7	71.3%
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Weighted average number  
of shares in issue \*  
(million)

-Diluted	583.80	583.8	583.8	583.8	-%
-Basic	583.80	583.8	583.8	583.8	-%

Headline earnings	233	(13)	(79)	141	(39.6%)
(ZA Rm)					

- (1) The "Before the Proposed Transaction" financial information has been extracted, with the exception of net tangible asset per share without adjustment, from the Transaction Capital Group's published reviewed interim results for the six months ended 31 March 2013.
- (2) The pro forma "Impact of the Proposed Paycorp Holdings (Pty) Ltd Transaction" financial information comprises the financial information adjusted for the following principal assumptions:
  - value of net assets that are the subject of the transaction: R170 million as at 31 March 2013
  - profits attributable to the net assets that are the subject of the transaction: R28 million for the 6 months ended 31 March 2013

(3) The pro forma "Impact of the Proposed Transaction" financial information comprises the financial information adjusted for the following principal assumptions:

- value of net assets that are the subject of the transaction: R1 067 million as at 31 March 2013, Transaction Capital's share thereof being R882 million
- profits attributable to the net assets that are the subject of the transaction: R89 million for the 6 months ended 31 March 2013

#### 4. CIRCULAR AND NOTICE OF GENERAL MEETING

A circular giving Transaction Capital shareholders full details of the Proposed Transaction and containing a notice convening a general meeting of Transaction Capital shareholders to approve the resolutions required to authorise the Proposed Transaction and ancillary matters will be distributed to Transaction Capital shareholders in due course.

Johannesburg

23 October 2013

Sponsor to Transaction Capital:  
Deutsche Securities (SA) Proprietary Limited

Legal advisors to Transaction Capital:  
ENS Africa Independent Professional

Expert to board of directors of Transaction Capital :  
Grant Thornton

Independent auditors and reporting accountant on the unaudited pro forma financial information of Transaction Capital :  
Deloitte & Touche

Tax advisors to Transaction Capital:  
Werksmans Attorneys

Corporate advisors to BML:  
Hyde Park Capital

South African legal advisors to BML:  
Bowman Gilfillan

International legal advisors to BML:  
Berwin Leighton Paisner

Swedish debt advisors to BML:  
Gernandt and Danielsson

Date: 23/10/2013 08:30:00 Produced by the JSE SENS Department. The SENS service is an information dissemination service administered by the JSE Limited ('JSE'). The JSE does not, whether expressly, tacitly or implicitly, represent, warrant or in any way guarantee the truth, accuracy or completeness of the information published on SENS. The JSE, their officers, employees and agents accept no liability for (or in respect of) any direct, indirect, incidental or consequential loss or damage of any kind or nature, howsoever arising, from the use of SENS or the use of, or reliance on, information disseminated through SENS.




**FIRST ADDENDUM TO THE CONSOLIDATED AMENDED TRUST DEED**

in respect of

**THE BAYPORT SECURITISATION DEBENTURE HOLDERS TRUST**

established by

**BAYPORT SECURITISATION (RF) LTD**  
Registration Number 2008/003557/06  
(as the Founder)

with

**PT & A TRUSTEES (PROPRIETARY) LIMITED**  
Registration Number 2004/016800/07  
(as the first Trustee)



## 1. DEFINITION

1.1 Unless expressly defined to the contrary herein, words defined in the Trust Deed shall bear the same meaning in this Addendum, and the corresponding definition shall be deemed to have been incorporated herein by reference. The following words and expressions shall have the meanings assigned to them –

1.2 "Addendum" means this first addendum to the Consolidated Amended Trust Deed;

1.3 "Consolidated Amended Trust Deed" means the trust deed executed by and between the Company and the Trustee on 9 September 2013, in terms of which the Company established the Bayport Securitisation Debenture Holders Trust.

## 2. AMENDMENT OF THE CONSOLIDATED AMENDED TRUST DEED

2.1 The Consolidated Amended Trust Deed is hereby amended as follows –

2.1.1 by the deletion of the definition "Transaction Capital" in clause 2.1.125 and the substitution therefor with the new definition "BML" as clause 2.1.12A after clause 2.1.12 ("*Beneficiaries*") as follows –

"2.1.12A        "*BML*" means Bayport Management Limited, registration number 54787/C1/GBL (together with its subsidiary companies), a limited liability company duly registered and incorporated in accordance with the company laws of the Republic of Mauritius;"

2.1.2 by the deletion of the reference to "Transaction Capital" in clauses 2.1.46.5 and 11.9.1.27 and substituting therefor the reference to "BML" so that clauses 2.1.46.5 and 11.9.1.27, respectively, read as follows-

"2.1.46.5        *Equity invested in the Company by BML with an aggregate value of not less than –*

2.1.46.5.1        *18% of the Portfolio, in respect of the period ending 30 June 2011;*

2.1.46.5.2        *19% of the Portfolio, in respect of the period from 1 July 2011 to 30 September 2012;*

2.1.46.5.3      20.0% of the Portfolio, in respect of the period from 1 October 2012;"

and

"11.9.1.27      "BML's shareholding in the Originator falls below 50% + 1 share without the written consent of a Special Majority of Senior Debt Funders, which consent shall not unreasonably be withheld; or",

2.2      The amendments contemplated in 2.1 above will be effective from the date on which the agreement to be executed between BML and Transaction Capital becomes unconditional in accordance with its terms.

Signed at ..... this ..... day of .....2013

.....  
For: **Bayport Securitisation (RF)**  
**Ltd**

Signed at ..... this ..... day of .....2013

.....  
For: **Bayport Securitisation (RF)**  
**Ltd**

Signed at ..... this ..... day of .....2013

.....  
For: **PT & A Trustees**  
**(Proprietary) Limited**

