

INGUZA INVESTMENTS (RF) LIMITED

(incorporated in the Republic of South Africa)

(registration number 2008/003346/06)

(the "**Issuer**")

Issue of ZAR125,000,000

Senior Floating Rate Notes due 31 January 2020

Stock Code ING394

Under its ZAR25 000 000 000 Note Programme

This document, including Annexure A, constitutes the Applicable Pricing Supplement relating to the issue of Notes prescribed herein. The terms used herein shall bear the meanings assigned to them in the terms and conditions (Terms and Conditions) set forth in the Programme Memorandum issued by the Issuer dated 16 April 2008, as amended, novated and/or replaced from time to time. The Notes are issued on the Terms and Conditions as replaced, amended and/or supplemented by the terms and conditions of the Notes set out in this Applicable Pricing Supplement. This Applicable Pricing Supplement should be read in conjunction with such aforesaid Programme Memorandum. To the extent there is any conflict or inconsistency with the contents of this Applicable Pricing Supplement and/or the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

DESCRIPTION OF THE NOTES

1.	Issuer	iNguza Investments (RF) Limited
2.	Status of Notes	Senior Unsecured Floating Rate Notes
3.	Series No.	394
4.	Tranche No.	1
5.	a) Transaction Reference Entity and Security	Term Loan Facility Agreement between, iVuZi Investments (RF) Limited (Lender), FirstRand Bank Limited (acting through its Rand Merchant Bank division) (in its capacity as Facility Agent) and Industrial Development Corporation of South Africa Limited (Borrower) dated on or about 30 January 2017 (the Facility Agreement)
6.	Financial Statements of the Transaction Reference Entity	The financial Statements of the Reference Entity are available at https://www.idc.co.za/home/publications.html
7.	Aggregate Nominal Amount	ZAR125 000 000
8.	Interest/Payment Basis	Floating Rate Notes
9.	Form of Notes	Registered Notes
10.	Issue Date/First Settlement Date	29 November 2018
11.	Business Centre	Johannesburg
12.	Additional Business Centre	N/A
13.	Nominal Amount per Note	ZAR1,000,000

14.	Specified Denomination	Notes are subject to a minimum denomination of ZAR1,000,000
15.	Issue Price	100 % per cent of the Aggregate Nominal Amount
16.	Interest Commencement Date	29 November 2018
17.	Maturity Date	31 January 2020
18.	Specified Currency	ZAR
19.	Applicable Business Day Convention	Modified Following
20.	Final Redemption Amount	Aggregate Nominal Amount
21.	Last Date to Register	By 17:00 on 25 January, 24 April, 25 July and 25 October of every year until the Maturity Date
22.	Books Closed Period(s)	The Register will be closed from – 26 January to 30 January 25 April to 29 April; 26 July to 30 July and 26 October to 30 October of each year until the Maturity Date

FLOATING RATE NOTES

23.	Rate of Interest for the First Interest Period	8.059% (An interpolated ZAR-JIBAR-SAFEX rate of 7.059% plus 100 basis points calculated on 26 November 2018)
24.	First Interest Period	29 November 2018 to 30 January 2019 (both days inclusive)
25.	Interest Periods	From – 31 January to 29 April 30 April to 30 July; 31 July to 30 October and 31 October to 30 January (both dates inclusive) of every year until the Maturity Date
26.	Floating Interest Payment Date(s)	31 January, 30 April, 31 July and 31 October of each year until the Maturity Date
27.	First Interest Payment Date	31 January 2019
28.	Note Margin	100 basis points
29.	Re-priced Margin	The Issuer shall, subject to the receipt of the Re-priced Margin Rate, as contemplated in clause 8.2 of the Facility Agreement be obliged to increase the Note Margin, which increased Note Margin will be payable by the Issuer on the immediately following Floating Interest Payment Date.
30.	Rate of Interest	3 month ZAR-Jibar SAFEX rate plus the Note Margin
31.	Interest Reset Dates	31 January, 30 April, 31 July and 31 October of each year until the Maturity Date.
32.	Day Count Fraction	Actual/365

GENERAL

33.	Exchange	JSE
34.	Calculation & Paying Agent	FirstRand Bank Limited acting through its Rand Merchant Bank division
35.	Transfer & Settlement Agent	FirstRand Bank Limited acting through its Rand Merchant Bank division
36.	Specified office of the Calculation, Paying, Transfer & Settlement Agent	14th Floor, 1 Merchant Place, Cnr Rivonia Road and Fredman Drive, Sandton, 2196
37.	Method of Distribution	Private Placement
38.	Exchange Control Approval	Not Applicable
39.	Rating assigned to the Notes/Issuer/Programme Memorandum	Not Applicable
40.	Rating Agency/ies (if any) for this tranche of Notes/Issuer/Programme Memorandum	Not Applicable
41.	Use of Proceeds	The proceeds derived from the issue of each Note will be used by the Issuer to (i) acquire the asset (the Facility Agreement), or (ii) to redeem Notes then in issue and/or otherwise maintain the funding by the Issuer of its participation in the underlying transaction.
42.	Transfer Secretary	FirstRand Bank Limited acting through its Rand Merchant Bank division
43.	ISIN	ZAG000155755
44.	Stock Code	ING394
45.	Guarantor	iNguza Security SPV 8 (RF) Pty Ltd
46.	Total Initial Principal Amount of Notes issued under the Programme prior to the Notes described herein	ZAR9,317,908,044.58
47.	Commercial Paper	The information required to be disclosed in terms of paragraph 3(5) of the Commercial Paper Regulations is set out in Annexure B to this Applicable Pricing Supplement
48.	Default Interest	Applicable, as per the Facility Agreement
49.	<u>Other provisions</u> Amendment to Condition 7	In respect of the Transaction as defined in the Programme Memorandum and described in this Pricing Supplement, a new condition 7.3A shall be inserted after the existing condition 7.3 to read as follows: “The Issuer shall be entitled to redeem (partially or in full) Notes relating to a Transaction early, if any events or circumstances specified in the Facility Agreement which result in the Loan being repaid to the Lender prior to the Termination Date occur. These circumstances or events include an Event of Default which results in the acceleration of the

Loan (as set out in Clause 22.13) and the prepayment of the Loan due to the events or circumstances specified in Clause 7 (including, *Illegality, Change of Control, Voluntary prepayment of Loan*).

Upon the occurrence of the events or circumstances mentioned above, the Issuer shall:

- i) subject to the Priority of Payments, redeem the Notes by no later than the Floating Interest Payment Date following the Lender receiving the related funds from the Borrower;
- ii) where applicable, issue the Noteholder with an unlisted, unrated Note evidencing the Noteholder's claim under Condition 7.3A(i)."

Noteholders' Instructions

The Issuer acknowledges that to the extent the Lenders' instruction or consent are required under the Facility Agreement, the Issuer will consult and act upon the instructions of the relevant Noteholders and, in particular, the Issuer shall exercise its Voting Entitlement in accordance with the instructions of relevant Noteholders representing more than 50% of the Outstanding Principal Amount of the relevant Notes.

For the purposes of this provision "Voting Entitlement" means the entitlement (if any) of the Issuer to vote and/or make any decision in terms of the Facility Agreement, the percentage of which is determined in accordance with the applicable provisions of thereof.

Information Undertakings

The Issuer undertakes to each Noteholder to promptly provide each Noteholder upon request with such financial and other information, which information is in possession of the Lenders as contemplated in the Facility Agreement;

Responsibility

- a) The issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the placing document contains all information required by law and the Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the placing document and the annual financial statements and the pricing supplements, and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.
- b) The JSE takes no responsibility for the contents of the placing document and the annual financial statements and the pricing supplements of the issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the placing document and the annual financial statements and the pricing supplements of the issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of

the placing document and listing of the debt securities is not to be taken in any way as an indication of the merits of the issuer or of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

The issuance of the Notes contemplated in this Applicable Pricing Supplement will not result in the authorised amount contained in the Programme Memorandum being exceeded.

Application is hereby made to list this issue of Notes 29 November 2018.

SIGNED at _____ this _____ day of _____ 2018.

For and on behalf of

INGUZA INVESTMENTS (RF) LIMITED

Name:
Authorised Signatory

Name:
Authorised Signatory

Annexure “A”

Definitions

Act	means the Companies Act, 2008;
Event of Default	means in relation to the Facility Agreement the occurrence of any one or more of the events contemplated in clause 22, thereof;
Loan	means in relation to the Facility Agreement, a loan made or to be made available by the Relevant Lenders to the Borrower under the Facility Agreement;
Financial Statements	means the – <ul style="list-style-type: none">i. audited consolidated annual financial statements of the Borrower in respect of each Financial Year; andii. unaudited consolidated semi-annual financial statements of the Borrower in respect of the first 6 (six) months of each Financial Year of the Borrower
Financial Year	means the period commencing on 1 April of any year and ending on 31 March of the succeeding year;
Lender	means – <ul style="list-style-type: none">a) a Person (“Initial Lender”) who lends monies to the Borrower under a Facility Agreement (but only in its capacity as lender); andb) any Person (“Subsequent Lender”) who assumes the rights and obligations of an Initial Lender or a Subsequent Lender under a Facility Agreement pursuant to the provisions of clause 23 of the Facility Agreement; but excluding any Initial Lender or Subsequent Lender once it ceases in accordance with the terms of the Facility Agreement to hold rights and obligations as lender under the Facility Agreement;
Re-priced Margin Rate	means in relation to the Facility Agreement the “increased Margin payable to the Lender under the circumstances stipulated in clause 8.2 of the Facility Agreement;
Relevant Lenders	means in relation to the Facility Agreement and in particular to a Facility at a point in time, the Lender under that Facility;
SPV	means a special purpose vehicle whose sole business is to operate a project or to acquire and

hold assets and/or business undertakings and to exercise ancillary and related rights, powers and obligations; and where a Person making indebtedness available to, or to whom liabilities or obligations are owed by, that special purpose vehicle only has legal recourse in relation to that indebtedness or those liabilities or obligations against that special purpose vehicle; and/or the holder(s) of shares or other instruments in that special purpose vehicle, but then only to the extent of that holder's holding of shares or other instruments in that special purpose vehicle;

Annexure B

Commercial Paper Regulations

This Annexure “B” is applicable to and will be completed in respect of each tranche of Notes issued under the Note Programme (each, the “**relevant Tranche**”). This Annexure “B” will be attached to the Applicable Pricing Supplement relating to the relevant Tranche (the “**relevant Applicable Pricing Supplement**”).

The information required to be disclosed in terms of paragraph 3(5) of the Commercial Paper Regulations is set out below (except where such information is disclosed in the Programme Memorandum and/or the relevant Applicable Pricing Supplement):

1. **Issuer and Ultimate Borrower** (paragraph 3(5)(a) of the Commercial Paper Regulations)

The Issuer of the relevant Tranche is iNguza Investments (Proprietary) Limited (incorporated with limited liability under registration number 2008/003346/07 in South Africa).

The “*ultimate borrower*” (as defined in the Commercial Paper Regulations) is the Issuer.

2. **Going concern** (paragraph 3(5)(b) of the Commercial Paper Regulations)

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments, thereby reflecting the adequacy of the liquidity and solvency of the Issuer.

3. **Auditor** (paragraph 3(5)(c) of the Commercial Paper Regulations)

The auditors of the Issuer as at the Issue Date are PricewaterhouseCoopers Incorporated. PricewaterhouseCoopers Incorporated has acted as the auditors of the Issuer’s latest audited financial statements.

4. **Total amount of Commercial Paper** (paragraph 3(5)(d) of the Commercial Paper Regulations)

- a) The Issuer has, prior to the Issue Date, issued “*commercial paper*” (as defined in the Commercial Paper Regulations) in an aggregate amount of ZAR9,317,908,044.58
- b) As at Issue Date, to the best of the Issuer’s knowledge and belief, the Issuer estimates that it will issue “*commercial paper*” (as defined in the Commercial Paper Regulations) in an aggregate amount of ZAR5,000,000,000 during the Issuer’s current financial year (excluding the relevant Tranche).

5. **Other information** (paragraph 3(5)(e) of the Commercial Paper Regulations)

All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in the relevant Tranche is contained in the Programme Memorandum and the relevant Applicable Pricing Supplement.

6. **Material adverse change** (paragraph 3(5)(f) of the Commercial Paper Regulations)

Save as disclosed in the Programme Memorandum, there has been no material adverse change in the Issuer’s financial position since the date of the Issuer’s last audited financial statements.

7. **Listing** (paragraph 3(5)(g) of the Commercial Paper Regulations)

The relevant Tranche will be listed on the Interest Rate Market of the JSE.

8. **Use of proceeds** (paragraph 3(5)(h) of the Commercial Paper Regulations)

The proceeds of the issue of the relevant Tranche will be used by the Issuer for its general corporate purposes.

9. **Security** (paragraph 3(5)(i) of the Commercial Paper Regulations)

The obligations of the Issuer in respect of the relevant Tranche are unsecured (in that the Noteholders have no real rights of security in respect of such obligations). However, the Guarantor has, in terms of and subject to the Guarantee, irrevocably and unconditionally guaranteed to the

Noteholders the due and punctual payment by the Issuer of all amounts owing by the Issuer in respect of the Notes.

10. **Audited financial statements** (*paragraphs 3(5)(j)(i) and (j)(ii) of the Commercial Paper Regulations*)

Where this Programme Memorandum and/or any Applicable Pricing Supplement is distributed and/or made available for inspection in South Africa, a copy of the Issuer's latest audited annual financial statements will at all times separately accompany (either by electronic delivery or by physical delivery) this Programme Memorandum and/or the relevant Applicable Pricing Supplement, as required by the Commercial Paper Regulations.