
APPLICABLE PRICING SUPPLEMENT

HARCOURT STREET 1 (RF) LIMITED

(Incorporated in South Africa under Registration Number 2015/047670/06)

**Issue of ZAR145,000,000 (one hundred and forty-five million Rand) Senior Secured Floating Rate Notes
under the ZAR10,000,000 000 Harcourt Street Multi-Issuer Secured Note Programme**

This document constitutes an Applicable Pricing Supplement relating to the issue of Notes described herein. References in this Applicable Pricing Supplement to the Terms and Conditions are to the section entitled "*Terms and Conditions of the Notes*" in the Programme Memorandum dated 24 November 2025 (the "**Programme Memorandum**") as supplemented and/or amended and/or replaced by the terms and conditions set out in this Applicable Pricing Supplement. This Applicable Pricing Supplement may specify other terms and conditions of the Notes (which replace, modify or supplement the Terms and Conditions), in which event such other terms and conditions shall, to the extent so specified in this Applicable Pricing Supplement or to the extent inconsistent with the Terms and Conditions, replace, modify or supplement the Terms and Conditions.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meaning ascribed to them in the section of the Programme Memorandum entitled "*Glossary of Terms*", unless separately defined in the Programme Memorandum, the Applicable Transaction Supplement, this Applicable Pricing Supplement or the Applicable Issuer Supplement. References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

The Issuer certifies to the best of its knowledge and belief that there are no facts which have been omitted from this Applicable Pricing Supplement which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made and that this Applicable Pricing Supplement contains all information required by Applicable Law and the Debt and Specialist Securities Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in this Applicable Pricing Supplement and its annual financial statements and any amendments or supplements to the aforesaid documents from time to time, except as otherwise stated herein.

The JSE takes no responsibility for the contents of this Applicable Pricing Supplement or the Issuer's annual financial statements, as the case may be, and any amendments or supplements to the aforesaid documents. The JSE makes no representation as to the accuracy or completeness of this Applicable Pricing Supplement and/or the Issuer's annual financial statements and any amendments or supplements to the aforesaid 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 Programme Memorandum and the listing of Notes on the Interest Rate Market of the JSE is not to be taken in any way as an indication of the merits of the Issuer or the Notes and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

This Applicable Pricing Supplement must be read in conjunction with 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 or the Applicable Transaction Supplement, the provisions of this Applicable Pricing Supplement shall prevail.

DESCRIPTION OF THE NOTES

1.	Issuer:	Harcourt Street 1 (RF) Limited
2.	Security SPV:	Harcourt Street Security SPV 7 Trust, Master's Reference Number IT000903/2019(G) represented by Quadridge Trust Services Proprietary Limited, as trustee
3.	Status and Class of Notes:	Senior Secured Notes
4.	Tranche Number:	4
5.	Series Number:	12
6.	Sub-Series Number:	38
7.	Aggregate Principal Amount:	ZAR145,000,000 (one hundred and forty-five million Rand)
8.	Issue Date:	21 May 2026
9.	Minimum Denomination per Note:	ZAR1,000,000 (one million Rand)
10.	Issue Price:	100%
11.	First Settlement Date:	21 August 2026
12.	Scheduled Maturity Date:	Not applicable
13.	Final Maturity Date:	21 November 2026
14.	Issuer Call Option:	Not applicable
15.	Interest Basis:	Floating Rate
16.	Interest Commencement Date:	Issue Date
17.	Redemption/Payment Basis:	Redemption on the Final Maturity Date, subject to the provisions of Condition 9 of the Terms and Conditions
18.	Form of Notes:	Registered, uncertificated Notes

- | | | |
|-----|--|--|
| 19. | Applicable Business Day Convention: | Modified Following Business Day, provided that if a Participating Asset Rate Replacement Event (as defined below) has occurred, it shall be the applicable Business Day Convention specified in the notice to Noteholders in the manner set out in Condition 17 (Notices) of the Terms and Conditions. |
| 20. | Additional Relevant Business Days: | Not applicable |
| 21. | Settlement Basis: | Cash Settlement |
| | Physical Settlement | If applicable, in accordance with Condition 9 of the Terms and Conditions |
| | Maximum Days of Disruption: | 30 days |
| 22. | Final Redemption Amount: | ZAR145,000,000 (one hundred and forty-five million Rand) |
| 23. | Default Interest Rate: | Not applicable |
| 24. | Relevant description of any additional/other Terms and Conditions relating to other Notes: | Not applicable |

ISSUER PROGRAMME AMOUNT

- | | | |
|-----|--|-------------------|
| 25. | Issuer Programme Amount as at the Issue Date: | ZAR10,000,000,000 |
| 26. | Aggregate Principal Amount Outstanding of all of the Notes issued under the Issuer Programme as at the Issue Date (including this tranche of Notes): | ZAR 2,151,605,508 |
| 27. | The issue of the Notes will not result in the Issuer Programme Amount being exceeded | Confirmed |

TYPES OF NOTES

- | | | |
|-----|-------------------------------|---|
| 28. | FIXED RATE NOTES | Not applicable |
| 29. | FLOATING RATE NOTES | Applicable |
| | (a) Interest Payment Date(s): | 21 August 2026 and 21 November 2026 or, if any such day is not Business Day, the Business Day on which the interest will be |

paid, as determined in accordance with the Applicable Business Day Convention

- (b) Interest Period(s): Each 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 will commence (and include) the Interest Commencement Date and end on (but exclude) the following Interest Payment Date (each Interest Payment Date as adjusted in accordance with the Applicable Business Day Convention)
- (c) Interest Rate Reference Rate plus the Margin
- (d) Manner in which the Rate of Interest is to be determined: Subject to item 29(i) below, Screen Rate Determination in accordance with Schedule 1 (Screen Rate Determination for Floating Rate Notes referencing Compounded Daily ZARONIA (Without Observation Shift)).
- (e) Margin: 0.65% per annum to be added to the relevant Reference Rate
- (f) If Screen Determination Applicable, it being recorded that:
- (i) all capitalised terms used under this item 29(f) shall:
 - a. have the meaning ascribed to such terms in; and
 - b. to the extent applicable, be determined in accordance with the provisions of,
- in each such case, Schedule 1 (*Screen Rate Determination for Floating Rate Notes referencing Compounded Daily ZARONIA (Lookback Without Observation Shift)*), unless such term is expressly defined elsewhere in this Applicable Pricing Supplement or the context indicates otherwise; and

at all times, this item 29(f) shall be subject

to item 29(i) of this Applicable Pricing Supplement.

- | | | |
|-------|--|--|
| (i) | Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated) | Subject to item 29(i) below, Compounded Daily ZARONIA (as defined in, and determined in accordance with the provisions of Schedule 1 <i>Screen Rate Determination for Floating Rate Notes referencing Compounded Daily ZARONIA (Lookback Without Observation Shift)</i>) |
| (ii) | Rate Determination Dates | For purposes of this Applicable Pricing Supplement and whilst the Reference Rate is Compounded Daily ZARONIA, "Rate Determination Dates" means the date which is 5 Johannesburg Business Days prior to each Interest Payment Date. |
| (iii) | Relevant Screen page and Reference Code | Not applicable |
| (iv) | Observation Method | Lookback without Observation Shift |
| (v) | Lookback Period | 5 (five) Johannesburg Business Days |
| (vi) | Calculation Method | Compounded Daily |
| (g) | If Interest Rate to be calculated otherwise than by reference to Screen Rate Determination, insert basis for determining Interest Rate/Margin/Fall back provisions | Not applicable |
| (h) | Maximum Interest Rate | Not applicable |
| (i) | Any other terms relating to the particular method of calculating interest | Should the applicable interest rate used in the Participating Assets be amended for any reason whatsoever, the Calculation Agent may, in its discretion, adjust the Interest Rate (by, amongst other things, replacing the Reference Rate and/or adjusting the Margin) accordingly and such adjusted Interest Rate, together with the determination date (s) (if any) and the effective date thereof shall, in the event of such adjustment, be notified to the Sub-Series Noteholders and the JSE in the manner set out in Condition 17 (Notices) |

Paragraphs 8.2.7 to 8.2.9 (both included) under Condition 8.2 (*Interest on Floating Rate Notes*) of the Terms and Conditions shall not apply to the Notes notwithstanding that Screen Rate Determination is specified as the manner in which the Interest Rate shall be determined in accordance with Schedule 1 (*Screen Rate Determination for Floating Rate Notes referencing Compounded Daily ZARONIA (Lookback Without Observation Shift)*)

- (j) Day Count Fraction: Actual/365
- (k) If ISDA Determination: Not applicable
- 30. **INDEX-LINKED NOTES** Not applicable
- 31. **MIXED RATE NOTES** Not applicable
- 32. **ZERO COUPON NOTES** Not applicable
- 33. **DUAL CURRENCY NOTE PROVISIONS** Not applicable
- 34. **VARIABLE COUPON AMOUNT NOTE PROVISIONS** Not applicable
- 35. **OTHER NOTES** Not applicable
- 36. **PARTICIPATING ASSET(S) TO BE PURCHASED BY THE ISSUER**
 - (a) Participating Asset Obligor: SuperDrive Investments (RF) Limited
 - (b) Rating of the Participating Asset Obligor: Not applicable
 - (c) Guarantor of the Participating Asset Obligor: The SuperDrive Investments Guarantor SPV (RF) (Proprietary) Limited irrevocably and unconditionally guarantees in favour of the noteholders invested in the Participating Asset, the obligations of the Participating Asset Obligor arising under and in terms of the Participating Asset in accordance with the terms and conditions of the SuperDrive Programme Memorandum read in conjunction with

each of the Participating Asset Documents, as defined below.

- (d) Rating of the Participating Asset: Aaa.za/Baa1(sf) by Moody's investors services on 21 August 2024
- (e) Year end of the Participating Asset Obligor: 31 December of each calendar year
- (f) Financial Statements of Participating Asset Obligor: The annual financial statements of the Participating Asset Obligor are available on <https://www.bmw.co.za/en/topics/offers-and-services/bmw-financial-services/investor-relations.html>
- (g) Legal jurisdiction where the Participating Asset is located: South Africa
- (h) Calculation Agent under the Participating Asset: Stonehage Fleming Corporate Services (Pty) Ltd
- (i) Description of Participating Asset: A portion of each of the ZAR1,171,000,000 Class A19 Notes ("**SPDA19 Notes**") issued by the Participating Asset Obligor on 21 August 2024 under stock code SPDA19 with ISIN ZAG000206749 under the applicable pricing supplement dated 16 August 2024 (the "**SPDA19 Applicable Pricing Supplement**"), pursuant to the terms and conditions of the SuperDrive Investments (RF) Limited ZAR12,000,000,000 Asset Backed Domestic Medium Term Note Programme (the "**SuperDrive Programme**") as set out in the programme memorandum dated 23 August 2022, as may be amended from time to time (the "**SuperDrive Programme Memorandum**"). The SuperDrive Programme Memorandum is available on <https://www.bmw.co.za/en/topics/offers-and-services/bmw-financial-services/investor-relations.html>
- (j) Nominal value of the Participating Asset purchased by the Issuer: ZAR145,000,000 (one hundred and forty-five million Rand)
- (k) Eligibility Criteria: Nothing applicable in addition to that which is detailed in the Programme

Memorandum.

- | | |
|---|--|
| (l) Recourse to the Seller or Originator: | No, in accordance with Conditions 5.10 and 5.11 of the Terms and Conditions. |
| (m) Purchase Price of the Participating Asset purchased by the Issuer: | The Issuer purchased the Participating Asset in December 2024 for an amount of ZAR145,793,130.14 (one hundred and forty-five million seven hundred and ninety-three thousand one hundred and thirty Rand and fourteen cents) (inclusive of accrued but unpaid interest if any) |
| (n) Initial issue date/effective date of the Participating Asset: | (i) 21 August 2024 |
| (o) Maturity date of the Participating Asset: | (i) 21 August 2031 |
| (q) Fixed / floating rate of interest: | The reference rate as defined in the SuperDrive Programme Memorandum (being 3-month ZAR-JIBAR-SAFEX) plus 1.20% per annum applicable to the Participating Asset |
| (r) Interest payment dates: | 21 February, 21 May, 21 August and 21 November of each calendar year until the maturity date of the Participating Asset, subject to the applicable business day convention of the Participating Asset. |
| (s) Scheduled maturity date/ step-up date/originator call option date: | 21 August 2027 |
| (t) Step-up rate: | 0.40% per annum to be added to the coupon as defined in the SuperDrive Programme Memorandum |
| (u) CUSIP/ISIN: | ZAG000206749 |
| (v) Participating Asset Events of Default: | As described in the terms and conditions of the SuperDrive Programme Memorandum read in conjunction with the SuperDrive SPDA19 Applicable Pricing Supplement |
| (w) Are the Participating Assets amortising? | Not applicable |
| (x) Does the Participating Asset Obligor have a call option or early termination events other than as | As described in the terms and conditions of the SuperDrive Programme Memorandum read in conjunction with the SuperDrive |

	a result of an Event of Default?	SPDA19 Applicable Pricing Supplement
(y)	Payment periods of the Participating Asset	Quarterly
(z)	Weighted average time to the scheduled maturity date of the Participating Asset	1.25 years
(aa)	Weighted average contractual interest rate margin (above the reference rate) of the Participating Asset	1.20% per annum
(bb)	Interest cover ratio (in relation to this Harcourt Note (H138T4))	1.048x which was calculated by considering the effect of the IRS and using a constant assumed ZARONIA rate of 6.609%
(cc)	Participating Asset Documents:	The SuperDrive Programme Memorandum, SPDA19 Applicable Pricing Supplement and the guarantee provided by the Guarantor of the Participating Asset Obligor in favour of the secured creditors (including the noteholders invested in the Participating Asset) (the “ SPDA 19 Guarantee ”)
(dd)	Other terms (<i>including any rights of the Originator/Seller in relation to a substitution of the Participating</i>) : Asset	As per the terms of the Participating Asset Documents
37.	LIQUIDITY FACILITY	Not Applicable
38.	DERIVATIVE TRANSACTION	Not Applicable
(a)	Derivative Counterparty	Investec Bank Limited
(b)	Derivative Contract	The Issuer concluded an Interest Rate Swap (the “ IRS ”) with Investec Bank Limited to exchange the floating interest rate to be received on the Participating Asset on its interest coupon payment dates in return for an agreed floating interest rate to be paid by Investec Bank Limited on the Interest Payment Date.
(c)	Notional Amount	ZAR145,000,000

	(d) Effective Date	21 May 2026
	(e) Termination Date	21 November 2026
39.	REDEMPTION IN INSTALMENTS	Not applicable
40.	ISSUER CALL OPTION	Not applicable
41.	SERIES NOTEHOLDERS' PUT OPTION	Not applicable
42.	PROVISIONS RELATING TO REDEMPTION	Applicable
	(a) Early redemption as a result of a Participating Asset Event of Default	Yes, in accordance with Condition 9.2.1 of the Terms and Conditions
	(i) Participating Asset Event of Default:	As set out in the Participating Asset Documents
	(ii) Other provisions:	Not applicable
	(b) Early redemption as a result of a prepayment received, any mandatory payment made prior to maturity of the Participating Asset or early redemption under the Participating Asset	Yes, in accordance with Condition 9.2.2 of the Terms and Conditions. For purposes of these Notes the reference to “prepayment” under Condition 9.2.2 shall include any prepayment under the Participating Asset, any mandatory payment made prior to maturity of the Participating Asset or early redemption under the Participating Asset.
	(c) Early redemption as a result of a Change in Law Event or Illegality	Yes, in accordance with Condition 9.2.3 of the Terms and Conditions
	(d) Early redemption as a result of a Tax Event	Yes, in accordance with Condition 9.2.4 of the Terms and Conditions

GENERAL

43.	Additional investment considerations:	Not applicable
44.	Additional selling restrictions:	Not applicable
45.	Issuer's undertakings:	Condition 7 of the Terms and Conditions
46.	Events of default:	Condition 12.1 of the Terms and Conditions
47.	If syndicated, names of Programme Dealers:	Not applicable

48.	International Securities Identification Number (ISIN):	ZAG000225434
49.	Stock Code:	H138T4
50.	Financial Exchange:	JSE
51.	Method of distribution:	Private placement
52.	Rating assigned to this Tranche of Notes:	Not applicable
53.	Rating Agency:	Not applicable
54.	Rating review date:	Not applicable
55.	Settlement and clearing procedures (if not through STRATE):	Not applicable
56.	Last Day to Register:	The day before any payment date(s) pursuant to the terms and conditions of the Notes and if such day is not a Business Day, then the Business Day preceding the such payment date, provided that if the Interest Rate is adjusted in accordance with item 29(i) above, the Last Day to Register shall be as specified in the notice to Noteholders in the manner set out in Condition 17 (Notices) of the Terms and Conditions.
57.	Books Closed Period(s):	Not applicable, provided that if the Interest Rate is adjusted in accordance with item 29(i) above, it shall be the Books Close Period (if any) specified in the notice to Noteholders in the manner set out in Condition 17 (Notices) of the Terms and Conditions.
58.	Transfer Agent:	Investec Bank Limited
59.	Registered Office of the Transfer Agent:	100 Grayston Drive Sandown, Sandton, 2196
60.	Paying Agent:	Investec Bank Limited
61.	Registered Office of the Paying Agent:	100 Grayston Drive Sandown, Sandton, 2196
62.	Stabilisation Manager (if any):	Not applicable

63. Calculation Agent: Investec Bank Limited
64. Registered Office of the Calculation Agent: 100 Grayston Drive
Sandown, Sandton, 2196
65. Settlement Agent: Nedbank Limited
66. Registered Office of the Settlement Agent: Nedbank Investor Services, 2nd Floor,
16 Constantia Boulevard, Roodepoort,
1709
67. Use of Proceeds: The net proceeds of the issue of this Tranche of Sub-Series of Notes will be used to redeem the Tranche of Sub-Series of Notes with Stock code H138T3 in relation to Series Transaction 12, Sub-Series No. 38, that mature on 21 May 2026
68. Exchange Control: The Issuer does not require exchange control approval for this issue.
69. Material Change Statement: As at the date of this Applicable Pricing Supplement there has been no material change in the financial or trading position of the Issuer since the date of the Issuer's latest audited annual financial statements for the year-ended 31 March 2025. There has been no involvement by PricewaterhouseCoopers Inc, the auditors of the Issuer in making the abovementioned statement.
70. Other provisions: A copy of the SPDA 19 Guarantee shall be made available on request at the registered office of the Issuer
- Investors are to ensure that they have read Schedule 2 (*Additional Risk Factors Relating to ZARONIA*) prior to making any investment decision.

DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS

Paragraph 3(5)(a)

- 1) The ultimate borrower is the Issuer.

Paragraph 3(5)(b)

- 2) The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments under the Notes.

Paragraph 3(5)(c)

- 3) The auditor of the Issuer is PricewaterhouseCoopers Inc.

Paragraph 3(5)(d)

- 4) As at the date of this issue:
 - (a) the Issuer has issued ZAR 2,006,605,508 (excluding this tranche of Notes and any other tranches of notes that the Issuer might issue under any Sub-Series on the same date as the Issue Date) commercial paper; and
 - (b) the Issuer estimates that it may issue ZAR4,000,000,000 of commercial paper during the current financial year, ending 31 March 2027.

Paragraph 3(5)(e)

- 5) 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 Notes is contained in the Programme Memorandum, the Applicable Pricing Supplement, the Applicable Transaction Supplement and the Applicable Issuer Supplement (if applicable).

Paragraph 3(5)(f)

- 6) There has been no material change in the financial or trading position of the Issuer since the date of the Issuer's last audited annual financial statements for the financial year ending 31 March 2025.

Paragraph 3(5)(g)

- 7) The Notes issued will be listed.

Paragraph 3(5)(h)

- 8) The funds to be raised through the issue of the Notes are to be used by the Issuer for its general corporate purposes.

Paragraph 3(5)(i)



- 9) The obligations of the Issuer in respect of the Notes are secured. The obligations of the Issuer in respect of the Sub-Series of Notes issued under this Applicable Pricing Supplement are guaranteed by the Series Security SPV in terms of the Sub-Series Guarantee and secured by the Sub-Series Security in terms of the relevant Sub-Series Security Agreements.

Paragraph 3(5)(j)

- 10) PricewaterhouseCoopers Inc. statutory auditors of the Issuer, have confirmed that nothing has come to their attention to indicate that this issue of this Sub-Series of Notes issued under the Programme read in conjunction with the Applicable Transaction Supplement and this Applicable Pricing Supplement does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations (contained in Government Notice 2172, Government Gazette 16167 of 14 December 1994 issued by the Deputy Registrar of Banks).

Application is hereby made to list this issue of Notes on 21 May 2026.

For: Harcourt Street 1 (RF) Limited

Signed at <u>Johannesburg</u>	Signed at <u>Cape Town</u>
Signature:  _____ Director	Signed by:  _____ 70B431724E7B46A... Signature: _____ Director
Name: KW van Staden	Name: Bongiwé Lynette Majozi
Date: 20 May 2026	Date: 20 May 2026

SCHEDULE 1

SCREEN RATE DETERMINATION FOR FLOATING RATE NOTES REFERENCING COMPOUNDED DAILY ZARONIA (LOOKBACK WITHOUT OBSERVATION SHIFT)

- The Interest Rate payable from time to time in respect of the Notes for each Interest Period will, subject as provided below, be Compounded Daily ZARONIA (as defined below) for the relevant Interest Period plus the Margin (as specified in the Applicable Pricing Supplement), all as determined by the Calculation Agent in accordance with the provisions below, where:

“**Compounded Daily ZARONIA**” means, with respect to an Interest Period, the rate of return of a daily compound interest investment in ZAR (with daily ZAR overnight reference rate as reference rate for the calculation of interest) as calculated by the Calculation Agent on the relevant Interest Determination Date, in accordance with the following formula, and the resulting percentage will be rounded, if necessary, to the fourth decimal place, with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{\text{Relevant ZARONIA}_i - 5\text{JBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

“**d**” is the number of calendar days in the relevant Interest Period;

“**do**” is the number of Johannesburg Business Days in the relevant Interest Period;

“**i**” is, in relation to any Interest Period, a series of whole numbers from one to do, each representing the relevant Johannesburg Business Day in chronological order from (and including) the first Johannesburg Business Day in such Interest Period;

“**Johannesburg Business Day**” or “**JBD**” means a day (other than a Saturday, a Sunday or an official public holiday) on which commercial banks are open for general business in Johannesburg, South Africa;

“**ni**”, for any Johannesburg Business Day “**i**” in the relevant Interest Period, means the number of calendar days from and including such Johannesburg Business Day “**i**” up to but excluding the following Johannesburg Business Day;

“**Publication Time**” means at or about 10.00 a.m. (Johannesburg time) or any amended publication time for the final intraday refix of ZARONIA specified by the SARB, as the administrator of ZARONIA (or any successor administrator of ZARONIA);

“**Relevant ZARONIA_i – 5JBD**” means, in respect of any Johannesburg Business Day “**i**” falling in the relevant Interest Period, the ZARONIA Reference Rate for the Johannesburg Business Day (being a Johannesburg Business Day falling in the relevant ZARONIA Observation Period) falling 5 (five) Johannesburg Business Days prior to the relevant Johannesburg Business Day “**i**”;

“**SARB**” means the South African Reserve Bank;

“**SARB’s Website**” means the website of the SARB currently at <http://www.resbank.co.za>, any successor website of the SARB (or a successor administrator of ZARONIA) or any successor

source;

“**ZARONIA**” means the South African Overnight Index Average administered by the SARB (known as ZARONIA);

“**ZARONIA Observation Period**” means, in respect of the relevant Interest Period, the period from (and including) the date falling 5 (five) Johannesburg Business Days prior to the first day of such Interest Period (and the first Interest Period shall begin on (and include) the Interest Commencement Date) and ending on (but excluding) (a) the date falling 5 (five) Johannesburg Business Days prior to the Interest Payment Date for such Interest Period (and the last Interest Period shall end on (but exclude) the Maturity Date), or (b) the date falling 5 (five) Johannesburg Business Days prior to such earlier date, if any, on which the Notes become due and payable; and

“**ZARONIA Reference Rate**” means, in respect of any Johannesburg Business Day, a reference rate equal to the daily ZARONIA rate for such Johannesburg Business Day as published by the SARB, as the administrator of ZARONIA (or any successor administrator of ZARONIA), on the SARB’s Website, in each case at the Publication Time on the Johannesburg Business Day immediately following such Johannesburg Business Day.

For the avoidance of doubt, the formula for the calculation of Compounded Daily ZARONIA compounds the ZARONIA Reference Rate in respect of Johannesburg Business Days. The ZARONIA Reference Rate applied to a day that is not a Johannesburg Business Day will be taken by applying the ZARONIA Reference Rate for the previous Johannesburg Business Day and compounding same.

2. If, in respect of any Johannesburg Business Day in the relevant ZARONIA Observation Period, the ZARONIA Reference Rate is not available on the SARB’s Website, such ZARONIA Reference Rate shall be:
 - (a) subject to Condition 9.8 (*Benchmark Discontinuation*), the daily ZARONIA rate last published on the SARB’s Website for the first preceding Johannesburg Business Day on which the ZARONIA rate was published on the SARB’s Website (the “**Previous Day’s ZARONIA**”); or
 - (b) if Previous Day’s ZARONIA is not available, the sum of (i) the SARB Policy Rate prevailing at close of business on such Johannesburg Business Day, and (ii) the mean of the spread of the ZARONIA Reference Rate to the SARB Policy Rate over the previous 5 (five) Johannesburg Banking Days on which a ZARONIA Reference Rate has been published (after eliminating the highest such spread (or, in the event of equality, one of the highest) and the lowest such spread (or in the event of equality, one of the lowest)).

For the purposes of this paragraph “**SARB Policy Rate**” means, in respect of any relevant day (including any day “i”), the repo rate (or any successor rate) which is the main policy rate of the SARB as determined and set by the monetary policy committee of the SARB and published by the SARB from time to time, in effect on that day.

3. In the event that the Interest Rate cannot be determined in accordance with the foregoing provisions of this Schedule 1, but without prejudice to Condition 9.8 (*Benchmark Discontinuation*), the Interest Rate shall be:

- (a) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Interest Rate or Minimum Interest Rate is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin or Maximum Interest Rate or Minimum Interest Rate relating to the relevant Interest Period, in place of the Margin or Maximum Interest Rate or Minimum Interest Rate relating to that last preceding Interest Period); or
- (b) if there is no such preceding Interest Determination Date, the initial Interest Rate which would have been applicable to such Series (or Sub-Series) of Notes for the first Interest Period had the Notes been in issue for a period equal in duration to the

scheduled first Interest Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Interest Rate or Minimum Interest Rate applicable to the first Interest Period).

4. If the relevant Series (or Sub-Series) of Notes become due and payable in accordance with Condition 10 (*Redemption and Purchase*) or Condition 14 (*Events of Default*), the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the Applicable Pricing Supplement, be deemed to be the date on which such Notes became due and payable and the Interest Rate on such Notes shall, for so long as any such Note remains outstanding, be that determined on such date.

Schedule 2

ADDITIONAL RISK FACTORS RELATING TO ZARONIA

The market continues to develop in relation to ZARONIA as a reference rate for Floating Rate Notes

Investors should be aware that the market continues to develop in relation to ZARONIA as a reference rate in the capital markets and its adoption as alternatives to JIBAR. In addition, market participants and relevant working groups are exploring alternative reference rates based on ZARONIA, including a term ZARONIA reference rate (which seeks to measure the market's forward expectation of an average ZARONIA rate over a designated term). The development of ZARONIA rates as interest reference rates for the South African bond market, as well as continued development of ZARONIA based rates for such market and the market infrastructure for adopting such rates, could result in reduced liquidity or increased volatility or could otherwise affect the market price of the Notes.

The use of ZARONIA as a reference rate for bonds in the South African capital markets continues to develop both in terms of the substance of the calculation and in the development and adoption of market infrastructure for the issuance and trading of bonds referencing ZARONIA.

The market or a significant part thereof may adopt an application of ZARONIA that differs significantly from that set out in the Terms and Conditions as applicable to the Notes. Furthermore, the Issuer may in future issue Notes referencing ZARONIA that differ materially in terms of interest determination when compared with the Notes. In addition, the manner of adoption or application of ZARONIA reference rates in the South African bond market may differ materially compared with the application and adoption of ZARONIA in other markets, such as the derivatives and loan markets. Noteholders should carefully consider how any mismatch between the adoption of ZARONIA reference rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Notes referencing ZARONIA.

ZARONIA differs from JIBAR in a number of material respects and has a limited history

ZARONIA differs from JIBAR in a number of material respects, including that ZARONIA is a backwards-looking, risk-free overnight rate, whereas JIBAR is expressed on the basis of a forward-looking term and includes a risk-element based on inter-bank lending. As such, investors should be aware that ZARONIA may behave materially differently as interest reference rates for the Notes, compared to JIBAR.

The future performance of ZARONIA may be difficult to predict based on the limited historical performance. The level of ZARONIA during the term of the Notes may bear little or no relation to the historical level of ZARONIA. Prior observed patterns, if any, in the behaviour of market variables and their relation to ZARONIA such as correlations, may change in the future.

Furthermore, the Interest Rate is only capable of being determined immediately prior to the relevant Interest Payment Date. It may be difficult for Noteholders to estimate reliably the amount of interest which will be payable on the Notes, and some investors may be unable or unwilling to trade such Notes without changes to their IT systems, both of which factors could adversely impact the liquidity of the Notes.

The administrator of ZARONIA may make changes that could change the value of ZARONIA or discontinue ZARONIA

The South African Reserve Bank (or its successor), as administrator of ZARONIA, may make methodological or other changes that could change the value of ZARONIA, including changes related

to the method by which ZARONIA is calculated, eligibility criteria applicable to the transactions used to calculate ZARONIA, or timing related to the publication of ZARONIA. In addition, the administrator may alter, discontinue or suspend calculation or dissemination of ZARONIA (in which case a fallback method of determining the interest rate on the Notes will apply). The relevant administrator has no obligation to consider the interests of Noteholders when calculating, adjusting, converting, revising or discontinuing ZARONIA.