

HARCOURT STREET 1 (RF) LIMITED

(Incorporated with limited liability in South Africa under registration number 2015/047670/06)

APPLICABLE PRICING SUPPLEMENT

**Issue of ZAR204,912,589 (two hundred and four million nine hundred and twelve thousand five hundred and eighty nine Rand) Senior Secured Floating Rate Notes
Under its ZAR10,000,000,000 Secured Note Programme
Series Transaction 12**

Sub-Series No.16

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described in this Applicable Pricing Supplement.

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum dated 17 February 2016 (as amended or supplemented), the Applicable Issuer Supplement executed by Harcourt Street 1 (RF) Limited dated 17 February 2016 (as amended and supplemented) and the Applicable Transaction Supplement executed by Harcourt Street 1 (RF) Limited dated 8 October 2020 (as amended and supplemented). To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum or Applicable Transaction Supplement, the provisions of this Applicable Pricing Supplement shall prevail.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from the Programme Memorandum, the Applicable Transaction Supplement and 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 the Programme Memorandum, the Applicable Transaction Supplement and this Applicable Pricing Supplement contain all information required by applicable law and the JSE Debt Listings Requirements. The Issuer accepts full responsibility for the information contained in the Programme Memorandum, the Applicable Transaction Supplement, this Applicable Pricing Supplement and its annual financial statements and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Programme Memorandum, the Applicable Transaction Supplement, this Applicable Pricing Supplement and the Issuer's annual financial statements and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum, the Applicable Transaction Supplement, this Applicable Pricing Supplement and the Issuer's annual financial statements 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 Programme Memorandum and the listing of the Notes described in this Applicable Pricing Supplement is not to be taken in any way as an indication of the merits of the Issuer or of the Notes and, to the extent permitted by Applicable Law, the JSE will not be liable for any claim whatsoever.

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 Terms" and the section of the Applicable Transaction Supplement headed "Series Transaction Specific 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", read with the section of the Applicable Transaction Supplement headed "Replacement/Additional/Amended Terms and Conditions of the Notes". References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

DESCRIPTION OF THE NOTES

1.	Issuer	Harcourt Street 1 (RF) Limited, registration number 2015/047670/06
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, which may be used as Security SPV for subsequent Series Transactions
3.	Status and Class of the Notes	Senior Secured Notes
4.	Tranche of Notes number	5
5.	Series Transaction number	12
6.	Sub-Series number	16
7.	Aggregate Principal Amount of this Tranche	ZAR204,912,589 (two hundred and four million nine hundred and twelve thousand five hundred and eighty nine Rand)
8.	Issue Date and first settlement date	20 October 2023
9.	Minimum Denomination per Note	ZAR204,912,589
10.	Issue Price	100%
11.	Applicable Business Day Convention	As per the Terms and Conditions, namely the Following Business Day
12.	Interest Commencement Date	20 October 2023
13.	Final Maturity Date	20 January 2024
14.	Issuer Call Option Date	N/A
15.	Use of Proceeds	The net proceeds of the issue of this Tranche of Sub-Series of Notes will be used to redeem (a portion of) the Series Transaction 12, Sub-Series No. 16 Notes under Stock Code H116T4 that mature on 20 October 2023

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| 16. | Specified Currency | ZAR |
| 17. | Set out the relevant description of any additional/other Terms and Conditions relating to the Notes | N/A |

FLOATING RATE NOTES

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| 18. | Interest Payment Date(s) | 20 January 2024, or if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as referred to in item 11 above). |
| 19. | Interest Period(s) | The period commencing on (and including) the Interest Commencement Date and ending on (but excluding) the Interest Payment Date (as adjusted in accordance with the applicable Business Day Convention) |
| 20. | Interest Rate | Reference Rate plus the Margin |
| 21. | Manner in which the Interest Rate is to be determined | Screen Rate Determination |
| 22. | Margin/Spread for the Interest Rate | 0.60% per annum to be added to the Reference Rate |
| 23. | If Screen Determination | |
| | (a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated) | Three Month JIBAR |
| | (b) Rate Determination Dates | Interest Commencement Date (as adjusted with the applicable Business Day Convention referred to in item 11 above) |
| | (c) Relevant Screen page and Reference Code | Reuters Screen SAFETY page under caption "Yield" as at approximately 11h00, Johannesburg time, on the relevant Interest Rate Determination Date, rounded to the third decimal point |
| 24. | If Interest Rate to be calculated otherwise than by reference to Screen Rate Determination, insert basis for determining Interest Rate/Margin/Fall back provisions | N/A |
| 25. | Maximum Interest Rate | N/A |

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

PARTICIPATING ASSET(S) TO BE PURCHASED BY THE ISSUER

27. Participating Asset Obligor Fox Street 3 (RF) Limited
28. Guarantor of the Participating Asset Obligor Fox Street 3 Security SPV (RF) Proprietary Limited, which has been incorporated to hold and realise security for the benefit of secured creditors (including noteholders), subject to a guarantee and the applicable priority of payments in accordance with the terms of the FST3A3 Applicable Pricing Supplement and the Fox Street 3 (RF) Limited Programme Memorandum, as defined below.
29. Rating of the Participating Asset Obligor N/A
30. Rating of the Participating Asset The long-term South African national scale issue credit rating in respect of the Participating Asset was affirmed at AAA(za)(sf) by GCR Ratings on 29 November 2022
31. Year end of the Participating Asset Obligor 31 March of each calendar year
32. Financial Statements of Participating Asset Obligor The annual financial statements of the Participating Asset Obligor are available on https://www.investec.com/en_za/investec-for-institutions/fixed-income/institutional-sales-and-structuring/fox-street-3-rf-limited.html
33. Legal jurisdiction where the Participating Asset is located South Africa
34. Calculation Agent under the Participating Asset Investec Bank Limited
35. Description of Participating Asset A portion of the ZAR 445,000,000 Secured Class A3 Notes issued by the Participating Asset Obligor on 13 October 2021 under Stock Code FST3A3 with ISIN ZAG000180647 under an applicable pricing supplement dated 11 October 2021 (the "**FST3A3 Applicable Pricing Supplement**") pursuant to the Terms and Conditions of the Fox Street 3 (RF) Limited ZAR 3,000,000,000 Residential Mortgage Backed Securities Programme dated 4 October

2021, as may be amended from time to time (the "**Fox Street 3 (RF) Limited Programme Memorandum**"). The FST3A3 Applicable Pricing Supplement and the Fox Street 3 (RF) Limited Programme Memorandum are available on https://www.investec.com/en_za/investec-for-institutions/fixed-income/institutional-sales-and-structuring/fox-street-3-rf-limited.html

36. Nominal value of the Participating Asset that was purchased by the Issuer ZAR 271,066,558 (Two Hundred and Seventy One Million Sixty Six Thousand Five Hundred and Fifty Eight Rand). On 20 October 2023, a nominal amount of ZAR204,912,587.96 is expected to remain outstanding

37. Eligibility Criteria N/A

38. Recourse to the Seller or Originator No. Investec Bank Limited does not accept any responsibility for the Participating Asset Obligor, nor the Guarantor of the Participating Asset Obligor nor the Participating Asset, and expressly disclaims any liability for any loss arising from the Participating Asset Obligor, and/or the Guarantor of the Participating Asset Obligor and/or the Participating Asset.

The Issuer's ability to make interest and/or principal repayments on this Tranche of Sub-Series of Notes is limited to receiving timely interest payments and/or principal repayments on the Participating Asset from the Participating Asset Obligor. If the Issuer has used an overdraft facility on an Interest Payment Date to facilitate the settlements process of interest payments and/or principal repayments in respect of this Tranche of Sub-Series of Notes, and the Participating Asset Obligor failed to pay interest and/or principal in respect of the Participating Asset on the same day, the Issuer has the right to claw-back any interest payment and/or principal repayment (the "**claw-back amount**") made on this Tranche of Sub-Series of Notes on such day from the Sub-Series Noteholder(s). The Sub-Series Noteholder(s) shall be required to refund the relevant amount to the Issuer within 5 (five) Business Days following receipt of a written demand specifying the claw-back amount.

39. Purchase price of the Participating Asset that was purchased by the Issuer The Issuer purchased the Participating Asset in October 2022 for an amount of ZAR 271,908,498.16 (Two Hundred and Seventy One Million Nine Hundred and Eight Thousand

		Four Hundred and Ninety Eight Rand and Sixteen Cents) (inclusive of accrued interest)
40.	Issue date of Participating Asset	13 October 2021
41.	Maturity date of the Participating Asset	20 October 2031
42.	Coupon	The reference rate (being 3 months ZAR-JIBAR-SAFEX) plus 1.10% per annum applicable to the Participating Asset.
43.	Coupon payment dates	The 20 th of January, April, July and October of each calendar year until the maturity date of the Participating Asset, subject to the applicable business day convention of the Participating Asset
44.	ISIN of the Participating Asset	ZAG000180647
45.	Participating Asset Events of Default	As described in the Terms and Conditions of the Fox Street 3 (RF) Limited Programme Memorandum
46.	Is the Participating Asset amortising?	Yes
47.	Does the Participating Asset Obligor have a call option or early termination events other than as a result of an Event of Default?	Yes, the Participating Asset Obligor has the option to redeem the Participating Asset in accordance with the terms of the FST3A3 Applicable Pricing Supplement and the Fox Street 3 (RF) Limited Programme Memorandum
48.	Participating Asset Documents	The FST3A3 Applicable Pricing Supplement and the Fox Street 3 (RF) Limited Programme Memorandum
49.	Other terms	As per the terms of the FST3A3 Applicable Pricing Supplement and the Fox Street 3 (RF) Limited Programme Memorandum

LIQUIDITY FACILITY

Liquidity Facility Agreement	The Issuer concluded the Liquidity Facility Agreement with Investec to provide the Issuer with liquidity in respect of certain liquidity shortfalls under certain circumstances pursuant to the terms and conditions of the Liquidity Facility Agreement
Effective Date	4 November 2022

Maturity Date 1 November 2024. (The initial maturity date of 3 November 2023 was extended in writing between the parties).

GENERAL

50.	Additional selling restrictions	N/A
51.	International Securities Identification Number (ISIN)	ZAG000200452
52.	Stock Code	H116T5
53.	Financial Exchange	Interest Rate Market of the JSE Limited
54.	Dealer(s)	Investec Bank Limited
55.	Method of distribution	Private Placement
56.	Rating assigned to this Tranche of Notes, date of rating and date for review of rating	Not Rated
57.	Rating Agency	N/A
58.	Governing Law	South Africa
59.	Last Day to Register	By 17h00 on the Business Day immediately preceding the first day of the Book Closed Period, which shall mean that the Register will be closed from 17h00 on the Last Day to Register to the following Interest Payment Date
60.	Books Closed Period	From 16 January 2024 to 20 January 2024 (both days inclusive)
61.	Calculation Agent	Investec Bank Limited
62.	Specified Office of the Calculation Agent	100 Grayston Drive Sandown, Sandton, 2196
63.	Transfer Agent	Investec Bank Limited
64.	Specified Office of the Transfer Agent	100 Grayston Drive Sandown, Sandton, 2196
65.	Paying Agent	Investec Bank Limited
66.	Specified Office of the Paying Agent	100 Grayston Drive Sandown, Sandton, 2196

67.	Settlement Agent	Nedbank Limited
68.	Specified Office of the Settlement Agent	Nedbank Investor Services, 2 nd Floor, 16 Constantia Boulevard, Roodepoort, 1709
69.	Stabilisation Manager, if any	N/A
70.	Issuer Programme Amount	ZAR10,000,000,000. The Issue of the Notes will not result in the Issuer Programme Amount being exceeded.
71.	Principal Amount Outstanding of all Notes in issue under Series Transaction 12, Sub-Series No. 16 on the Issue Date of this Tranche, excluding this Tranche	ZAR Nil
72.	Additional Events of Default	N/A

**PROVISIONS REGARDING
EARLY REDEMPTION**

73.	Mandatory Redemption by the Issuer Prepayment under the Participating Asset	<p>In the event of a prepayment by the Participating Asset Obligor of all or a portion of the principal amount outstanding under the Participating Asset prior to the Maturity Date of the Participating Asset (a "Trigger Event"), the Issuer shall, subject to the Issuer having given written notice ("Early Redemption Notice") to the Sub-Series Noteholders, the Transfer Agent, the Paying Agent and the Calculation Agent (which notice shall be irrevocable), redeem all or such portion of the Sub-Series of Notes in this Tranche on the date stipulated in the Early Redemption Notice ("Early Redemption Date") equal to the amount of the principal prepayment received from the Participating Asset Obligor in relation to the Participating Asset, provided that the Early Redemption Date shall not be earlier than 5 (five) Business Days after the occurrence of the Trigger Event and shall be notified by the Issuer to the Sub-Series Noteholders on SENS.</p> <p>For the avoidance of doubt, interest on the Sub-Series of Notes to be early redeemed shall only accrue until (but excluding) the Early Redemption Date.</p>
	(a) Early Redemption Amount	The amount at which the Sub-Series of Notes will be redeemed will be equal to -

- (i) the Principal Amount Outstanding if the Participating Asset is prepaid in full; or
- (ii) the amount of the principal prepayment received by the Issuer in respect of the Participating Asset,

plus all accrued but unpaid interest until (but excluding) the Early Redemption Date, and subject to funds being available in accordance with the applicable Sub-Series Priority of Payments.

74. Optional redemption by the Issuer
Change in Law Event and Illegality

"Change in Law Event" means the occurrence of any change in law, directive, rule, regulation and/or legislation or any interpretation by a regulator of Applicable Laws or any directive or instruction issued by a regulator (irrespective of whether such event occurred prior to the Issue Date or thereafter) which results (or will in the future result) in the Sub-Series of Notes not, or no longer, being economically viable for the Issuer to have outstanding, in the sole discretion of the Issuer; and

"Illegality" means it becomes unlawful for the Issuer to perform any of its obligations under the Sub-Series of Notes and/or the Series Transaction Documents in relation to Sub-Series No. 16.

If a Change in Law Event or an Illegality has occurred and is continuing (a **"Trigger Event"**), the Issuer may at any time after the Issue Date, at its election, but subject to the Issuer having given notice to the Transfer Agent, the Calculation Agent, the Paying Agent, and the Sub-Series Noteholders (which notice shall be irrevocable) redeem all of the Sub-Series of Notes in this Tranche on the date for redemption stipulated in such notice provided that such date shall not be earlier than 5 (five) Business Days after the occurrence of the Trigger Event and shall be notified by the Issuer to the Sub-Series Noteholders on SENS.

From the date of publication of any notice of redemption pursuant to this item, the Issuer shall make available at 100 Grayston Drive, Sandown, Sandton, 2196 for inspection by any holder of the Sub-Series of Notes to be so redeemed, a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to

effect such redemption and setting forth a statement of facts showing that a Change in Law Event or an Illegality has occurred.

- (a) Early Redemption Amount Each Note shall be redeemed in cash at an amount equal to the Principal Amount Outstanding plus accrued but unpaid interest, if any, to the date of redemption of the Sub-Series of Notes, subject to funds being available in accordance with the applicable Sub-Series Priority of Payments.
75. Redemption at Maturity See Annexure A
76. Physical Settlement See Annexure B
77. Early redemption upon a Participating Asset Event of Default See Annexure C
78. Refinancing of Notes See Annexure D
79. Replacement of definition of Controlling Class and Series Transaction Event of Default See Annexure E
80. Maximum Days of Disruption If Physical Settlement is applicable:
30 calendar days
81. 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 and its subsidiaries since the date of the Issuer's latest audited consolidated annual financial statements for the year ended 31 March 2023. As at the date of this Applicable Pricing Supplement, there has been no involvement by KPMG Inc., the auditors of the Issuer, in making the aforementioned statement.

The Applicable Transaction Supplement and other relevant documents will be made available, on behalf of the Issuer, on the Administrator's website at https://www.investec.com/en_za/investec-for-institutions/fixed-income/institutional-sales-and-structuring/harcourt-street-rf-limited.html.

DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS promulgated in Government Notice No. 2172 (Government Gazette 16167 of 16 December 1994) pursuant to the provisions of the Banks Act, 1990

At the date of this Applicable Pricing Supplement -

1. the ultimate borrower is the Issuer;
2. the Issuer is a going concern and can be reasonably expected to meet its obligations under the Sub-Series of Notes;
3. the auditor of the Issuer is KPMG Inc.;
4. the aggregate Principal Amount Outstanding of all Notes in issue by the Issuer, excluding this Tranche of Notes and any other Notes to be issued on the Issue Date of this Tranche of Notes, is ZAR 3,045,102,146;
5. it is anticipated that the Issuer may issue additional Notes, up to ZAR4,000,000,000 during the remainder of its current financial year, in addition to the Sub-Series of Notes forming part of this Issue;
6. prospective investors are to consider this Applicable Pricing Supplement, the Programme Memorandum, the Applicable Transaction Supplement and the documents incorporated therein by reference to ascertain the nature of the financial and commercial risks of an investment in the Sub-Series of Notes;
7. there has not been any material adverse change in the Issuer's financial position since 31 March 2023;
8. the Sub-Series of Notes to be issued will be listed;
9. the net proceeds of the issue of this Sub-Series of Notes will be used to acquire the Participating Asset, together with all related rights under that Participating Asset;
10. the obligations of the Issuer in respect of the Sub-Series of Notes issued under the Applicable Pricing Supplement are guaranteed by the Series Security SPV in terms of the Sub-Series Guarantee; and
11. KPMG Inc., the statutory auditors of the Issuer, have confirmed that nothing has come to their attention that causes them to believe that the Issuer will not be in compliance with the relevant provisions of the Commercial Paper Regulations with regard to the proposed issue of secured floating rate Notes, as described in the Programme Memorandum, the Applicable Transaction Supplement and this Applicable Pricing Supplement.

Application is hereby made to list this Tranche of Sub-Series of Notes, as from 20 October 2023, pursuant to the Harcourt Street 1 (RF) Limited Secured Note Programme. The Programme was registered with the JSE on 17 February 2016.

HARCOURT STREET 1 (RF) LIMITED

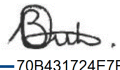
By: 

Capacity: Director, duly authorised

Name: KW van Staden

Date: 18 October 2023

DocuSigned by:



By: 70B431724E7B46A...

Capacity: Director, duly authorised

Name: Bongiwe Lynette Dube

Date: 18 October 2023 | 12:38:33 PM BST

ANNEXURE A - REDEMPTION AT MATURITY

1. Each Tranche of a Sub-Series of Notes will be subject to final redemption at maturity on its Final Maturity Date as more fully described in Condition 9.1 of the Terms and Conditions of the Notes by way of (a) Cash Settlement subject to the provisions below or (b) if no funds are available to effect Cash Settlement, by way of Physical Settlement as set out in Annexure B.
2. If the Issuer will have funds available from the receipt of redemption proceeds to be received from the Participating Asset Obligor in respect of the Participating Asset, the Issuer will use such redemption proceeds to redeem the Sub-Series of Notes by way of Cash Settlement on the Final Maturity Date, subject to the applicable Sub-Series Priority of Payments.
3. If applicable, not later than 37 calendar days prior to the Final Maturity Date of a Tranche of Sub-Series Notes, the Administrator shall instruct its appointed Dealer to enquire with the relevant Sub-Series Noteholder whether such Sub-Series Noteholder wishes to refinance that Tranche of Sub-Series of Notes with a new Tranche of Notes. Should the Sub-Series Noteholder not later than 32 calendar days prior to the Final Maturity Date of the Tranche of Sub-Series of Notes agree to refinance that Tranche of Sub-Series of Notes, the Issuer will redeem that Tranche of Sub-Series of Notes with the issuance of a new Tranche of Sub-Series of Notes on the Final Maturity Date of that Tranche of Notes. If the Series Noteholder is not willing to refinance the Tranche of Sub-Series of Notes with a new Tranche of Notes in full but only partially, the Administrator shall use its reasonable endeavours to find another investor who will subscribe for the issuance of a new Tranche of Sub-Series of Notes, the proceeds of which will be used to repay (a portion of) the Tranche of Sub-Series of Notes which will mature on the Final Maturity Date. If the Sub-Series Noteholder is not willing to refinance the Tranche of Sub-Series of Notes with a new Tranche of Notes at all, the Administrator shall use its reasonable endeavours to find another investor who will subscribe for a new Tranche of Sub-Series of Notes, the proceeds of which will be used to repay the Tranche of Sub-Series of Notes which will mature on the Final Maturity Date.
4. Not later than 22 calendar days prior to the Final Maturity Date of a Tranche of Sub-Series of Notes, if the Administrator is unable to procure a sufficient commitment from an investor to refinance the maturing Tranche of Sub-Series of Notes in full as referred to in 3 above, the Administrator shall endeavour to sell the Participating Asset or a portion thereof, as applicable, for cash on or prior to the Final Maturity Date of the relevant Tranche of Sub-Series of Notes in accordance with the process described in 5, 6 and 7 below.
5. The Administrator shall on behalf of the Issuer procure, on a best efforts basis, the sale of the Participating Asset to any third party, provided that the offer to such third party shall be subject to Investec Bank Limited's right to match in terms of 6 below.
6. In the event that Investec Bank Limited was the seller of the Participating Asset, Investec Bank Limited shall have a right to match any purchase price offered for the Participating Asset to be sold to a third party as contemplated in 5. If a third party accepted the offer to purchase the Participating Asset as contemplated in 5, the Administrator shall notify Investec Bank Limited thereof in writing and of the price offered, and Investec Bank Limited shall, within five Business Days of receipt of such

notice from the Administrator, notify the Administrator whether it wishes to exercise its right to match.

7. If Investec Bank Limited notifies the Administrator that it wishes to exercise its right to match, it shall notify the Administrator thereof in writing and shall pay the purchase price for the Participating Asset into the Series Transaction Account on the Business Day following its confirmation to the Administrator, to be applied in accordance with the applicable Sub-Series Priority of Payments. If Investec Bank Limited notifies the Administrator that it does not wish to exercise its right to match, the Administrator shall sell the Participating Asset on behalf of the Issuer and shall procure that the Liquidation Amount (as defined 11 below) is paid into the Series Transaction Account and is applied in accordance with the applicable Sub-Series Priority of Payments.
8. Not later than 10 calendar days prior to the Final Maturity Date of a Tranche of Sub-Series of Notes, if the Administrator is unable (a) to procure a sufficient commitment from an investor to refinance the maturing Tranche of Sub-Series of Notes in full as referred to in 3 above or (b) to sell the Participating Asset or a portion thereof, as the case may be, as referred to in 4 above, the Issuer may redeem the relevant Tranche of Sub-Series of Notes from the proceeds of an advance under the Liquidity Facility Agreement (if applicable), subject to the terms and conditions of that agreement.
9. To the extent that the Issuer has not been able to raise sufficient funds to redeem a Tranche of Sub-Series of Notes at its Final Maturity Date in full by issuing a new Tranche of Notes, or from the proceeds of the sale of the Participating Asset or a portion thereof, or from the proceeds of an advance under the Liquidity Facility Agreement (if applicable, and provided that the Liquidity Facility Provider has, not less than 5 calendar days prior to such Final Maturity Date, confirmed to the Issuer that it will advance the amount requested by the Issuer in terms of the Liquidity Facility Agreement), or from the redemption proceeds to be received from the Participating Asset Obligor in respect of the Participating Asset, the Issuer will redeem such Notes by way of Physical Settlement as set out in Annexure B.
10. If a Cancellation Event (as defined in the Liquidity Facility Agreement, if applicable) occurs within 5 calendar days prior to or on the Final Maturity Date of a Tranche of Sub-Series of Notes, the process referred to Annexure C will apply.
11. For purposes of 7 above, "**Liquidation Amount**" means, an amount equal to the net proceeds of the realisation or sale of the Participating Asset received by the Issuer, after the payment of all expenses in relation to the realisation or sale of the Participating Asset.

ANNEXURE B – PHYSICAL SETTLEMENT

Condition 9.11 (*Physical Settlement*) of the Terms and Conditions set out in the Programme Memorandum is replaced with the following Condition 9.11 -

9.11 Physical Settlement

9.11.1 Procedure

9.11.1.1 If any Note falls to be redeemed and Physical Settlement is applicable as specified in the Applicable Transaction Supplement and/or the Applicable Pricing Supplement, as the case may be, in order to obtain delivery of the relevant Deliverable Property, the Administrator (on behalf of the Issuer) shall deliver to the relevant Sub-Series Noteholder or, as the case may be, a duly authorised representative of such Sub-Series Noteholder, a duly completed notes transfer notice (the "**Notes Transfer Notice**") not later than the date that falls on the Final Maturity Date of the relevant maturing Tranche of Sub-Series of Notes in accordance with Condition 17.3.

9.11.1.2 After delivery of a Notes Transfer Notice, no transfers of the relevant Sub-Series of Notes will be effected by the relevant clearing system and no transfers of registered Notes specified therein will be effected by the Issuer.

9.11.1.3 After delivery of a Notes Transfer Notice the relevant Sub-Series Noteholder or, as the case may be, a duly authorised representative of such Sub-Series Noteholder will be obliged to deliver the relevant Note(s) to the Issuer within 5 Business Days after the Final Maturity Date of the relevant maturing Tranche of Notes. The consideration to be paid by the Issuer for receipt of such Note(s) is in kind and will consist of the Deliverable Property in accordance with Condition 9.11.1.5. Failure to deliver the Notes timeously may result in such notice being treated as null and void, in which event the relevant Participating Asset may be sold by the Administrator (on behalf of the Issuer) in accordance with the relevant provisions set out in Condition 9.2.1.2 and 9.2.1.9, *mutatis mutandis*, and upon payment of the Liquidation Amount (if applicable) to the relevant Sub-Series Noteholder, the Issuer shall be discharged in full from all its obligations under the Sub-Series of Notes and the Sub-Series of Notes shall be regarded as fully redeemed. Any determination as to whether such notice has been duly completed and delivered shall be made by the Administrator (on behalf of the Issuer in its sole and absolute discretion) and shall be conclusive and binding on the relevant Sub-Series Noteholder.

9.11.1.4 The Administrator (on behalf of the Issuer) shall promptly thereafter determine (i) the maximum amount of Participating Asset (and, if any amounts are received by the Issuer upon termination of any relevant Related Agreement, monies) (together, the "**Deliverable Property**") to be delivered to the relevant Sub-Series Noteholder according to its *pro rata* share of such Deliverable Property (provided that such amount shall not exceed the Principal Amount Outstanding plus all accrued but unpaid interest); and (ii) whether, due to an event beyond the control of the Issuer, it is illegal or impossible for the Issuer to deliver any portion of the

Deliverable Property on the Delivery Date, including, without limitation, by reason of (a) failure of the relevant clearance system or (b) failure to obtain the requisite principal amount of Participating Asset at any price or due to any law, regulation or court order, but not including market conditions or (c) being contractually unable to deliver any portion of the Deliverable Property or (d) the Administrator determines (on behalf of the Issuer in its sole discretion) that it is practically impossible to deliver any portion of the Deliverable Property (and if the Administrator determines that such delivery is illegal or impossible with respect to all or part of the Deliverable Property, the Administrator shall notify the Issuer, the Series Security SPV and the Sub-Series Noteholders, providing a description in reasonable detail of the facts giving rise to such impossibility or illegality).

9.11.1.5 The Administrator shall then, subject to the provisions of Condition 9.11.2 (*Illegality or Impossibility*) below, in accordance with the relevant provisions of the Administration Agreement, procure the delivery on behalf of the Issuer, to each Sub-Series Noteholder of its *pro rata* share of the Deliverable Property on the Delivery Date.

9.11.2 *Illegality or Impossibility*

9.11.2.1 The Sub-Series of Notes to which a Notes Transfer Notice relates shall cease to be outstanding on the date of delivery of the Deliverable Property in accordance with these Terms and Conditions.

9.11.2.2 If, prior to delivery of the relevant Deliverable Property, the Administrator (on behalf of the Issuer) determines that delivery of any portion thereof is either illegal or impossible and such circumstances are continuing on the Delivery Date (the "**Undeliverable Portion**"), then the Delivery Date of such Undeliverable Portion shall be postponed to the first following Business Day in respect of which it is no longer illegal or impossible to deliver such Undeliverable Portion; provided, however, that, subject as provided below and as otherwise specified in the Applicable Pricing Supplement, in no event shall delivery be made later than the Maximum Days of Disruption (as specified in the Applicable Pricing Supplement) after the originally scheduled date of delivery. If upon expiry of the Maximum Days of Disruption the delivery of such Undeliverable Portion is still either illegal or impossible, then *in lieu* of Physical Settlement the Issuer may satisfy its obligations in respect of the relevant Note by payment to the relevant Sub-Series Noteholder of an amount equal to the Liquidation Amount proportional to such Series Noteholder's *pro rata* share of the Undeliverable Portion on the 5th Business Day following the expiry of the Maximum Days of Disruption (or on such other date (the "**Longstop Date**") as may be specified in the Applicable Pricing Supplement).

9.11.3 *Fractional Entitlement*

Where a Sub-Series Noteholder holds Notes in an aggregate nominal amount greater than the minimum Specified Denomination, the nominal amount of the Deliverable Property to be delivered in respect of such Sub-Series of Notes shall be aggregated for the purposes of this Condition 9.11.3 (*Fractional Entitlement*). If the aggregate nominal amount of the Participating Asset to be delivered in respect of all of the Sub-Series of Notes held by any Sub-Series

Noteholder to be redeemed on any occasion is not equal to the minimum Specified Denomination (or, where such Participating Asset are traded in integral multiples of, or any amount above, such minimum Specified Denomination, such integral multiple or, as the case may be amount, such amount above such minimum Specified Denomination) of such Participating Asset, then the nominal amount of Participating Asset to be delivered will be rounded down to the nearest Specified Denomination, or integral multiple thereof or, as the case may be, such amount above such minimum Specified Denomination, or if none, or if such Participating Asset are traded in any amount above a specified minimum Specified Denomination and such aggregate nominal amount to be delivered is less than such specified minimum Specified Denomination, zero. In such circumstances, the Participating Asset that were not capable of being delivered shall, if and to the extent practicable, be sold by their custodian(s) and, if they are so sold, each Series Noteholder shall receive an amount in cash equal to such Sub-Series Noteholder's *pro rata* share of the sale proceeds (such an amount, the "**Fractional Entitlement**").

9.11.4 *Costs and expenses*

9.11.4.1 The costs and expenses of effecting any delivery of the relevant Deliverable Property (the "**Delivery Expenses**") shall, in the absence of any provision to the contrary in the Applicable Transaction Supplement, be borne by the relevant Sub-Series Noteholder and shall, unless otherwise specified in the Applicable Transaction Supplement, at the option of the relevant Sub-Series Noteholder either be (i) paid to the Issuer by such Sub-Series Noteholder prior to the delivery of the relevant Deliverable Property (and, for the avoidance of doubt, the Issuer shall not be required to deliver any Deliverable Property to such Sub-Series Noteholder until it has received such payment); or (ii) be deducted by the Issuer from any redemption amount (and or other cash amount) owing to such Sub-Series Noteholder.

9.11.4.2 If there is no cash amount owing to a relevant Sub-Series Noteholder sufficient to cover the Delivery Expenses in respect of relevant Note(s), the Issuer may arrange for the sale of such amount of the relevant Deliverable Property to be so delivered sufficient to cover the Delivery Expenses in respect of such Sub-Series of Note(s). The Sub-Series of Note(s) will then be redeemed by delivery of the remaining Deliverable Property in respect of such Sub-Series of Note(s) after deduction of such Delivery Expenses and, if applicable, payment of a cash amount in respect of any Fractional Entitlement (as defined in Condition 9.11.2 (*Illegality or Impossibility*)) and/or other amount arising upon redemption of such Sub-Series of Note(s).

9.11.5 *Delivery at the risk of the Series Noteholder*

Delivery of the Deliverable Property by the Issuer to the relevant Sub-Series Noteholder shall be at the risk of that Sub-Series Noteholder and no additional payment or delivery will be due to such Sub-Series Noteholder where the relevant Deliverable Property is delivered after the Delivery Date in

circumstances beyond the control of the Issuer (including for, but not limited to, reasons of illegality or impossibility).

9.11.6 *General*

9.11.6.1 If any part of the relevant Deliverable Property is delivered later than the Delivery Date, until delivery of such Deliverable Property is made to the relevant Sub-Series Noteholder, the Issuer or any person on behalf of the Issuer shall continue to be the legal owner thereof. None of the Issuer, its affiliates and any such other person shall (i) be under any obligation to deliver or procure delivery to such Series Noteholder or any subsequent transferee any letter, certificate, notice, circular or any other document or payment whatsoever received by that person in its capacity as the holder of such assets, (ii) be under any obligation to exercise or procure exercise of any or all rights (including voting rights) attaching to such assets until the date of delivery or (iii) be under any liability to such Sub-Series Noteholder or any subsequent transferee in respect of any loss or damage which such Sub-Series Noteholder or subsequent transferee may sustain or suffer as a result, whether directly or indirectly, of that person being the legal owner of such assets until the date of delivery.

9.11.6.2 The Issuer shall not be under any obligation to register or procure the registration of any Sub-Series Noteholder or any other person as the registered holder of any of the assets to be delivered in the register of members of any company whose shares form part of the relevant Deliverable Property. The Issuer shall not be obliged to account to any Sub-Series Noteholder for any entitlement received or receivable in respect of any assets to be delivered to it if the date on which such assets are first traded ex such entitlement is on or prior to the relevant date of delivery. The Administrator shall determine the date on which such assets are so first traded ex any such entitlement.

9.11.7 *Definitions*

For the purposes of this Condition 9.11 (*Physical Settlement*), "**deliver**" means, with respect to the delivery of any Deliverable Property, to deliver or transfer (which shall include executing any necessary documentation (including any release documentation) and taking any other necessary actions), in order to convey all rights, title and interest in such relevant Deliverable Property, free and clear of any and all liens, charges, claims or encumbrances (including, without limitation, any counterclaim, defence or right of set off by or of the Issuer or of obligor in respect of the Deliverable Property), and "**delivery**", "**delivered**" and "**delivering**" will be construed accordingly.

ANNEXURE C – REDEMPTION UPON A PARTICIPATING ASSET EVENT OF DEFAULT

Condition 9.2.1 (*Early Redemption – Series Asset Event*) of the Terms and Conditions set out in the Programme Memorandum is replaced with the following Condition 9.2.1 –

9.2.1 Participating Asset Event of Default

- 9.2.1.1 If a Participating Asset Event of Default occurs, then, on first becoming aware of such Event of Default, the Administrator shall give written notice to the Series Security SPV, the Sub-Series Noteholders, the Account Bank and the Paying Agent, if applicable, in accordance with Condition 17 (*Notices*).
- 9.2.1.2 The Administrator shall, after receipt of such notice by the relevant parties referred to in Condition 9.2.1.1, proceed to arrange for and administer the sale of the Participating Asset on behalf of the Issuer.
- 9.2.1.3 The Administrator shall, prior to making an offer to sell the Participating Asset to any third party, offer to sell the Participating Asset to the holders of the relevant Sub-Series of Notes (the "**Offer**") at its fair value as determined by the Administrator. The Offer shall be subject to Investec Bank Limited's right to match as set out in Condition 9.2.1.5 below.
- 9.2.1.4 The relevant Sub-Series Noteholders shall, promptly upon receiving the Offer (but in any event on the same day of receipt) notify the Administrator in writing whether or not it accepts the Offer. Should the relevant Sub-Series Noteholders decline the Offer, the Administrator shall on behalf of the Issuer procure, on a best efforts basis, the immediate sale of the Participating Asset to any third party, provided that the offer to such third party shall be subject to Investec Bank Limited's right to match in terms of Condition 9.2.1.5 below. Upon the sale of the Participating Asset by the Administrator, the Administrator shall procure that the Liquidation Amount (as defined in 9.2.1.6) is be paid into the Series Transaction Account and is applied in accordance with the applicable Sub-Series Priority of Payments.
- 9.2.1.5 In the event that Investec Bank Limited was the seller of the Participating Asset, Investec Bank Limited shall have a right to match any purchase price offered for the Participating Asset to be sold to the Sub-Series Noteholders pursuant to Condition 9.2.1.3 or to a third party pursuant to Condition 9.2.1.4, as the case may be, in accordance with the relevant provisions of the Administration Agreement, and, if applicable, the Applicable Transaction Supplement. If the Sub-Series Noteholders or a third party, as the case may be, accepted the offer to purchase the Participating Asset as contemplated in Conditions 9.2.1.3 and 9.2.1.4, the Administrator shall notify Investec Bank Limited thereof in writing and of the price offered, and Investec Bank Limited shall, within five Business Days of receipt of such notice from the Administrator, notify the Administrator whether it wishes to exercise its right to match.
- 9.2.1.6 For purposes of 9.2.1.4 above, "**Liquidation Amount**" means, an amount equal to the net proceeds of the realisation or sale of the Participating Asset received by the Issuer, after the payment of all expenses in relation to the realisation or sale of the Participating Asset.

ANNEXURE D – REFINANCING

Condition 9.5 (*Refinancing*) of the Terms and Conditions set out in the Programme Memorandum is replaced with the following Condition 9.5 –

The Issuer may, without the consent of the Sub-Series Noteholders, issue one or more Tranche(s) of Notes on or before any Final Maturity Date in order to (a) redeem all or a portion of the Notes in the relevant Tranche of Notes having that Final Maturity Date, and/or (b) fund the acquisition of a Participating Asset, and/or (c) use for other general corporate purposes.

ANNEXURE E – REPLACEMENT OF CONTROLLING CLASS DEFINITION AND SERIES TRANSACTION EVENT OF DEFAULT

1. The definition of Controlling Class set out in the Programme Memorandum is replaced with the following definition –

"Controlling Class" in relation to each Sub-Series outstanding under Series Transaction 12, the Class of Sub-Series of Notes of the most senior rank in the applicable Sub-Series Priority of Payments, for so long as any of such Sub-Series of Notes are outstanding, and after such Sub-Series of Notes are no longer outstanding, each succeeding Class of Sub-Series of Notes, (in reducing order of rank) for so long as each such succeeding Class of Sub-Series is outstanding.

2. Condition 12 of the Terms and Conditions set out in the Programme Memorandum is replaced with the following Condition 12. –

12. SERIES TRANSACTION EVENT OF DEFAULT

- 12.1 A Series Transaction Event of Default shall occur in relation to Series Transaction 12, Sub-Series No. 16 should:

- 12.1.1 save to the extent that such failure arises from a Participating Asset Event of Default, the Issuer fail to pay any amount, whether in respect of principal, interest or otherwise, due and payable in respect of the Sub-Series Noteholders, or where there is more than one Class of Sub-Series Noteholders, of the Controlling Class in which case a Series Transaction Event of Default shall occur if the Issuer fails to pay any such amount within 3 Business Days of the due date for the payment in question; or

- 12.1.2 the Issuer fail duly to perform or observe any other obligation binding on it under the Sub-Series of Notes, these Terms and Conditions or any of the other Series Transaction Documents relating to Series Transaction 12, Sub-Series No. 16, which breach is not remedied within the grace period permitted in terms of the relevant Series Transaction Document in relation to Series Transaction 12, Sub-Series No. 16, or if no such grace period is provided, within 10 Business Days after receiving written notice from either the Series Security SPV or the counterparty to the relevant Series Transaction Document requiring such breach to be remedied and the Series Security SPV has certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Sub-Series Noteholders; or

- 12.1.3 the Issuer, if a company, cease to be controlled by the Issuer Owner Trust without the prior written consent of the Series Security SPV; or

- 12.1.4 an Issuer Insolvency Event occurs; or

- 12.1.5 the Security Interests in favour of the Series Security SPV granted pursuant to the Sub-Series Security Agreements and the Sub-Series Indemnity relating to Series Transaction 12, Sub-Series No. 16, become unenforceable for any reason whatsoever (or be reasonably claimed by the Series Security SPV not to be in full force and effect) or cease to grant the Series Security SPV a first priority Security Interest in respect of the assets, rights and interests of the Sub-Series Security Agreements and the Sub-Series Indemnity; or
 - 12.1.6 it be or become unlawful for the Issuer to perform any of its obligations under the Series Transaction Documents relating to Series Transaction 12, Sub-Series No. 16, and the Series Security SPV has certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Sub-Series Noteholders; or
 - 12.1.7 any action, condition or thing (including the obtaining of any consent, license, approval or authorisation) now or hereafter necessary to enable the Issuer to comply with its obligations under the Series Transaction Documents in relation to Series Transaction 12, Sub-Series No. 16, is not taken, fulfilled or done, or any such consent, licence, approval or authorisation shall be revoked, modified, withdrawn or withheld or shall cease to remain in full force and effect, and in either case, the Series Security SPV has certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Sub-Series Noteholders; or
 - 12.1.8 the Issuer alienate, dispose of or Encumber any Series Security in relation to Series Transaction 12, Sub-Series No. 16 (other than pursuant to the Series Transaction Documents) without the prior written consent of the Series Security SPV; or
 - 12.1.9 the Issuer cease to carry on its business in a normal and regular manner or materially change the nature of its business, or through an official act of the board of directors of the Issuer, if the Issuer is a company, or the trustees for the time being of the Issuer, if the Issuer is a trust, threaten to cease to carry on business.
- 12.2 If, in respect of Series Transaction 12 and in particular this Sub-Series of Notes, a Series Transaction Event of Default occurs:
- 12.2.1 the Administrator shall forthwith inform the Series Security SPV, the JSE (if applicable) and the Rating Agency (if applicable) thereof;
 - 12.2.2 the Series Security SPV shall, as soon as such Series Transaction Event of Default comes to its notice (whether as a result of having been informed by the Administrator thereof pursuant to the previous sub-clause or otherwise), forthwith call a meeting of the Sub-Series Noteholders or where there is more than one Class of Sub-Series Noteholders, of the Controlling Class;

12.2.3 the Series Security SPV:

12.2.3.1 in its discretion, may; or

12.2.3.2 if so instructed by an Extraordinary Resolution of the Sub-Series Noteholders or where there is more than one Class of Sub-Series Noteholders, of the Controlling Class, shall,

by written notice to the Issuer (an "**Enforcement Notice**") declare the Sub-Series of Notes, and any amounts owing under any other Series Transaction Document in relation to Series Transaction 12, Sub-Series No. 16, to be immediately due and payable, and require the Principal Amount Outstanding of the Sub-Series of Notes, together with accrued interest thereon, and the amounts owing under all other Series Transaction Documents in relation to Series Transaction 12, Sub-Series No. 16, to be forthwith paid, to the extent permitted by and in accordance with the Post-Enforcement Sub-Series Priority of Payments. The Issuer shall forthwith do this, failing which the Series Security SPV may take all necessary steps, including legal proceedings, to enforce the rights of the Sub-Series Noteholders and other Sub-Series Secured Creditors set out in, and the Series Security given in respect of, these Terms and Conditions and the other Series Transaction Documents relating to this Series Transaction 12, Sub-Series No. 16, subject always to the provisions of the Post-Enforcement Sub-Series Priority of Payments.

- 12.3 The Series Security SPV shall not be required to take any steps to ascertain whether any Series Transaction Event of Default has occurred and until the Series Security SPV has actual knowledge or has been served with express notice thereof it shall be entitled to assume that no such Series Transaction Event of Default has taken place.
- 12.4 If the Sub-Series of Notes become immediately due and payable pursuant to the delivery of an Enforcement Notice by the Series Security SPV, they will be redeemed strictly in accordance with the Post-Enforcement Sub-Series Priority of Payments. If the Issuer has insufficient funds to redeem all the Sub-Series of Notes of a particular Class (the "**Relevant Notes**") in full, those Sub-Series of Notes shall be redeemed pro rata to their Principal Amount Outstanding. If, having redeemed the Relevant Notes in full, the Issuer has insufficient funds to redeem any Class of Notes ranking below the Relevant Notes (if applicable), such Class of Notes shall be redeemed pro rata to the Principal Amount Outstanding of such Notes in accordance with the Post-Enforcement Sub-Series Priority of Payments.
- 12.5 It is recorded that as security for the due, proper and timeous fulfilment by the Issuer of all its obligations under the Sub-Series of Notes, the Series Security SPV shall provide the Sub-Series Noteholders with the Sub-Series Guarantee. Each Sub-Series Noteholder expressly accepts the benefits of the Sub-Series Guarantee and acknowledges the limitations on its rights of recourse in terms of such Sub-Series Guarantee and the Series Transaction Documents in relation to this Series Transaction 12, Sub-Series No 16.
- 12.6 The rights of Sub-Series Noteholders against the Issuer will be limited to the extent that the Sub-Series Noteholders will not be entitled to take

any action or proceedings against the Issuer to recover any amounts payable by the Issuer to them under the Sub-Series of Notes (including not levying or enforcing any attachment or execution upon the assets of the Issuer), and all rights of enforcement shall be exercised by lodging a claim under the Sub-Series Guarantee, provided that:

12.6.1 if the Series Security SPV is entitled and obliged to enforce its claim against the Issuer pursuant to the Sub-Series Indemnity but fails to do so within 60 Business Days of being called upon to do so by an Extraordinary Resolution of the Sub-Series Noteholders or where there is more than one Class of Sub-Series Noteholders, of the Controlling Class; or

12.6.2 if the Series Security SPV is wound-up, liquidated, de-registered, placed under Business Rescue or sequestrated, as the case may be, (in each case whether voluntarily or compulsorily, provisionally or finally) or if the Sub-Series Guarantee, Sub-Series Indemnity or any of the Sub-Series Security Agreements are not enforceable (as finally determined by a judgment of a court of competent jurisdiction after all rights of appeal and review have been exhausted or as agreed by the Series Security SPV, Sub-Series Noteholders and other Sub-Series Secured Creditors),

then the Sub-Series Noteholders shall be entitled to take action themselves to enforce their claims directly against the Issuer if a Series Transaction Event of Default occurs in which event the Sub-Series Noteholders shall notify the Issuer, the Administrator and the Series Security SPV in writing of such claim and any such notice shall be deemed to constitute an Enforcement Notice delivered by the Series Security SPV.

- 12.7 The Sub-Series Noteholders shall not institute, or join with any person in instituting, or approve any steps or legal proceedings for the winding-up, liquidation, deregistration, Business Rescue or sequestration of the Issuer, as the case may be, or any compromise or scheme of arrangement with its members (if applicable) or any of its creditors or any related relief, or for the appointment of a liquidator, Business Rescue practitioner, trustee, or similar officer of the Issuer or of any or all of the Issuer's assets or revenues, until 2 years after the payment of all amounts outstanding and owing by the Issuer under all of the Notes and any other Series Transaction Documents entered into in respect of all Series Transactions in relation to an Issuer.
- 12.8 Without prejudice to the foregoing provisions of this Condition, each Sub-Series Noteholder undertakes to the Issuer and the Series Security SPV that if any payment is received by it other than in accordance with the Sub-Series Priority of Payments in respect of sums due to it by the Issuer and/or the Series Security SPV, the amount so paid shall be received and held by such Sub-Series Noteholder as agent for the Issuer and/or the Series Security SPV and shall be paid to the Issuer and/or the Series Security SPV immediately on demand.
- 12.9 The Series Security SPV acknowledges that it holds the Sub-Series Security created pursuant to the Sub-Series Security Agreements to be

distributed, on enforcement, in accordance with the provisions of the Post-Enforcement Sub-Series Priority of Payments.

- 12.10 Each Sub-Series Noteholder undertakes that it will not set off or claim to set off any amounts owed by it to the Issuer or the Series Security SPV against any liability or amount owed to it by the Issuer or the Series Security SPV.
- 12.11 Notwithstanding the provisions of the preceding sub-clauses, in the event of a liquidation, winding-up or sequestration of the Issuer or of the Issuer being placed under Business Rescue, Sub-Series Secured Creditors ranking prior to others in the Post-Enforcement Sub-Series Priority of Payments shall be entitled to receive payment in full from the Sub-Series Assets of the Issuer of amounts due and payable to them, before other Sub-Series Secured Creditors that rank after them in the Post-Enforcement Sub-Series Priority of Payments receive any payment on account of amounts owing to them.
- 12.12 In order to ensure the fulfilment of the provisions regarding Post-Enforcement Sub-Series Priority of Payments, each Sub-Series Noteholder agrees that in the event of a liquidation, winding-up or sequestration of the Issuer or of the Issuer being placed under Business Rescue, it will lodge a claim against the Series Security SPV arising out of the Sub-Series Guarantee. The Series Security SPV will, in turn, make a claim in the winding-up, liquidation, sequestration or Business Rescue proceedings of the Issuer pursuant to the Sub-Series Indemnity and pay the Sub-Series Secured Creditors out of any amount recovered in such proceedings in accordance with the Post-Enforcement Sub-Series Priority of Payments.
- 12.13 In the event that the Series Security SPV fails, for whatever reason, to make a claim in the liquidation, winding-up, sequestration or Business Rescue proceedings of the Issuer pursuant to the Sub-Series Indemnity or should the liquidator, trustee or Business Rescue practitioner not accept a claim tendered for proof by the Series Security SPV pursuant to the Sub-Series Indemnity, then, in order to ensure compliance with the Post-Enforcement Sub-Series Priority of Payments, each Sub-Series Noteholder shall be entitled to lodge such claims itself and each Sub-Series Noteholder agrees that:
 - 12.13.1 any claim made or proved by a Sub-Series Noteholder in the liquidation, winding-up, sequestration or Business Rescue proceedings in respect of amounts owing to it by the Issuer shall be subject to the condition that no amount shall be paid in respect thereof to the extent that the effect of such payment would be that the amount payable to the Sub-Series Secured Creditors that rank prior to it in terms of the Post-Enforcement Sub-Series Priority of Payments would be reduced; and
 - 12.13.2 if the liquidator, trustee or Business Rescue practitioner does not accept claims proved subject to the condition contained in the preceding sub-paragraph then each Sub-Series Secured Creditor shall be entitled to prove its claims against the Issuer in full, on the basis that any liquidation dividend payable to it is paid to the Series

Security SPV for distribution in accordance with the
Post-Enforcement Sub-Series Priority of Payments.