

**THIRD AMENDED APPLICABLE PRICING SUPPLEMENT – FIXED RATE NOTES (STOCK CODE NUMBER 4ACC01)**



**CREATION  
CAPITAL**

**CREATION CAPITAL INVESTMENTS PROPRIETARY LIMITED**

*(incorporated with limited liability under registration number 2021/942362/07 in the Republic of South Africa)*

**ZAR10,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME**

**ZAR547,000,000 Senior Secured Limited Recourse 6.65% Fixed Rate Registered Notes with an original Maturity Date of 1 March 2027 and an amended Maturity Date of 1 March 2034**

On 1 March 2022 Creation Capital Investments Proprietary Limited ("**Issuer**") issued ZAR547,000,000 Senior Secured Limited Recourse 6.65% Fixed Rate Registered Notes with an original Maturity Date of 1 March 2027 ("**Secured Notes**"), under the Creation Capital Investments Proprietary Limited ZAR10,000,000,000 Domestic Medium Term Note Programme ("**Programme**") pursuant to the Programme Memorandum, dated 15 December 2021, as amended and/or supplemented from time to time ("**Programme Memorandum**").

The Programme Memorandum, dated 15 December 2021, was registered and approved by the Cape Town Stock Exchange Proprietary Limited ("**CTSE**") on 13 December 2021.

On and with effect from the Effective Date (as defined below), this document ("**Third Amended Applicable Pricing Supplement**") replaces the Applicable Pricing Supplement, dated on or about 28 February 2021, as amended by two previous amended Applicable Pricing Supplements, dated on or about 16 February 2023 and 24 March 2025 respectively, relating to the issue of the Secured Notes .

The Issuer wishes to amend the Applicable Terms and Conditions of the Secured Notes ("**amended Applicable Terms and Conditions**"). Items C(1)(*Fixed Interest Rate*), D(1)(*Maturity Date*), D(5)(b)(*Redemption in part*), D(6)(*Redemption at the election of the Noteholder*), D(7)(*If "Redemption at the election of the Noteholder" applicable*), G(1)(*Last Day to Register*) and G(3)(*Books Closed Dates*) below are the items amended as well as the definition of "Secured Notes" in Annexure "A" to this Third Amended Applicable Pricing Supplement (together, the "**Amendments**").

CTSE has granted formal approval of the Amendments (and this Third Amended Applicable Pricing Supplement), as contemplated in Section 11.22 of the CTSE Debt Listings Requirements.

The Amendments (and the amended Applicable Terms and Conditions) shall come into effect on 1 March 2026 (which date will be after the Amendments are approved by way of a Debt Securities Extraordinary Written Resolution of the Noteholder/s of the Secured Notes ("**Noteholder/s**")), as contemplated in Section 11.22 of the CTSE Debt Listings Requirements ("**Effective Date**").

This Third Amended Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum.

References in this Third Amended Applicable Pricing Supplement to the "**Terms and Conditions**" are to the section of the Programme Memorandum headed "*Terms and Conditions*". A reference to any Condition shall be a reference to that Condition of the Terms and Conditions.

References in this Third Amended Applicable Pricing Supplement to the "**Additional Terms and Conditions**" are to the additional terms and conditions set out under the heading "*Additional Terms and Conditions*" in Annexure "A" to this Third Amended Applicable Pricing Supplement ("**Annexure "A"**").

Capitalised terms not defined in this Third Amended Applicable Pricing Supplement shall have the meanings ascribed to them in the Terms and Conditions as read with the Additional Terms and Conditions.

If there is any conflict or inconsistency between the provisions of this Third Amended Applicable Pricing Supplement (including Annexure "A") and the Programme Memorandum, the provisions of this Third Amended Applicable Pricing Supplement (including Annexure "A") shall prevail.

If there is any conflict between any provision of the Additional Terms and Conditions and any provision of the Terms and Conditions the provision of the Additional Terms and Conditions shall prevail.

**A DESCRIPTION OF THE SECURED NOTES**

1.	Issuer	Creation Capital Investments Proprietary Limited
2.	Tranche number	1
3.	Series number	1
4.	Status of Notes	Senior Secured Notes (see Condition 5.1)
5.	Security	Secured Notes (see Item H below)
6.	Form of Notes	The Secured Notes are issued in registered uncertificated form and will be held in the CSD.
7.	Type of Notes	Fixed Rate Notes
8.	Issue Date	1 March 2022
9.	Issue Price	100% of the Principal Amount
10.	Aggregate Principal Amount of the Secured Notes	ZAR547,000,000
11.	Interest	Fixed Rate Note provisions (see Item C below and Condition 7.1)
12.	Redemption/payment basis	Redemption at par
13.	Change of interest or redemption payment basis	Not applicable
14.	Specified Denomination (Principal Amount per Note)	ZAR1,000,000
15.	Currency	ZAR
16.	Business Day Convention	Modified Following Business Day Convention
17.	Day Count Fraction	Actual/365

**B PROGRAMME AMOUNT**

1.	Programme Amount as at the Issue Date	ZAR10,000,000,000
2.	Aggregate Principal Amount of all of the Notes issued under the Programme as at the Issue Date	ZAR0, excluding the aggregate Principal Amount of the Secured Notes and any other Tranche/s of Notes issued on the Issue Date specified in Item A(8) above.
3.	Issuer confirmation as to Programme Amount	The Issuer confirms that the issue of the Secured Notes will not cause the Issuer to exceed the Programme Amount.

**C FIXED RATE NOTES**

1.	Fixed Interest Rate	The Secured Notes will bear interest at the Fixed Interest Rate per annum (nominal annual compounded quarterly) equal to 7.75% per annum for the period from and including 1 April 2025 to but excluding the Redemption Date. The historical Fixed Interest Rates were as follows: from 1 March 2022 to 28 February 2023: 6.65% and from 1 March 2023 to 31 March 2025: 8.5%.
2.	Interest Commencement Date	Issue Date (1 March 2022)
3.	Interest Payment Date	The Redemption Date (that is, the date on which the Secured Notes are redeemed in full pursuant to Item D below) or, if such date is not a Business Day, the date determined in accordance with the Modified Following Business Day Convention.

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|----|--|--|
| 4. | Interest Period  | The period commencing on and including the Interest Commencement Date (1 March 2022) and ending on but excluding the Redemption Date, it being recorded, for the avoidance of doubt, that if any such date is not a Business Day, the date will be determined in accordance with the Modified Following Business Day Convention (see Item C(3) above). |
| 5. | Total Interest Amount  | The total amount of interest due and payable in respect of the Secured Notes on the Interest Payment Date, calculated by the Issuer Agent in accordance with Item C(1) above (" <b>Total Interest Amount</b> ").   |
| 6. | Initial Broken Amount  | Not Applicable   |
| 7. | Final Broken Amount  | Not Applicable   |
| 8. | Default Rate   | Not Applicable   |
| 9. | Other terms relating to the method of calculating interest for Fixed Rate Notes, if different from those set out in the Terms and Conditions | Single Interest Payment Date (see Item C(3) above) and Single Interest Period (see Item C(4) above)  |

**D REDEMPTION**

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|-----------|---|---|
| 1.        | Maturity Date   | 1 March 2034  |
| 2.        | Final Redemption Amount   | The aggregate Principal Amount of the Secured Notes plus the Total Interest Amount calculated for the period from and including the Interest Commencement Date to but excluding the Redemption Date (see Item C above).                       |
| <b>3.</b> | <b><i>Redemption for tax reasons:</i></b>                               | Applicable (see Condition 9.2)  |
| (a)       | Redemption in whole   | Applicable  |
| (b)       | Redemption in part  | Not Applicable  |
| (c)       | Optional Redemption Date (Tax)  | The date stipulated as the date for redemption of the Secured Notes in the notice of redemption given by the Issuer in terms of Condition 9.2.  |
| (d)       | Early Redemption Amount   | The aggregate Principal Amount of the Secured Notes plus the Total Return Amount (if any) calculated for the period from and including the Interest Commencement Date to but excluding the Optional Redemption Date (Tax) (see Item C above). |
| <b>4.</b> | <b><i>Redemption at the election of the Issuer:</i></b>                 | Applicable (see Condition 9.3)  |
| <b>5.</b> | <b><i>If "Redemption at the election of the Issuer" applicable:</i></b> |   |
| (a)       | Redemption in whole   | Applicable  |
| (b)       | Redemption in part  | Applicable  |
| (c)       | Optional Redemption Date (Call)   | The date stipulated as the date for redemption of the Secured Notes in the notice of redemption given by the Issuer in terms of Condition 9.3   |
| (d)       | Early Redemption Amount   | The aggregate Principal Amount of the Secured Notes plus the Total Interest Amount calculated for the period from and including the Interest Commencement Date to but excluding the Optional Redemption Date (Call) (see Item C above).       |
| (e)       | Notice Period   | 30 (thirty) days  |

6. **Redemption at the election of the Noteholder:** Not Applicable
7. **If "Redemption at the election of the Noteholder" applicable:** Not Applicable
8. Other terms applicable on redemption Not Applicable

## E SECURITY

1. Security Cession  
The payment obligations of the Issuer under the Secured Notes (and the Applicable Terms and Conditions of the Secured Notes) to the Secured Noteholders are secured, in terms of the Security Cession (as defined in the Additional Terms and Conditions), by a pledge and cession in security of the Eligible Security, by the Issuer in favour of the Secured Noteholders.  
  
Capitalised terms in this Item E(1) which are not defined in this Applicable Pricing Supplement and/or the Terms and Conditions shall have the meanings ascribed to them in the Additional Terms and Conditions.
2. Additional Terms and Conditions  
The Additional Terms and Conditions which are applicable to the Secured Notes are set out in Annexure "A" under the heading "*Additional Terms and Conditions*".
3. Additional risks relating to the Secured Notes  
Details of the additional risk factors which may be applicable to the Secured Notes are set out in Annexure "A" under the heading "*Additional Risks*".
4. Data Room – Secured Notes  
See Item H(18) below.

## F AGENTS AND SPECIFIED OFFICES

1. Issuer Agent  
Capital Solutions Advisory Proprietary Limited
2. Specified Office of the Issuer Agent  
43 Plein Street, Stellenbosch, 7600, South Africa
3. Settling Bank  
FirstRand Bank Limited, acting through its First National Bank division
4. Specified Office of the Settling Bank  
4 Merchant Place, Cnr Rivonia Road and Fredman Drive, Sandton, 2196, South Africa
5. Transfer Agent  
CTSE Registry Services Proprietary Limited
6. Specified Office of the Transfer Agent  
The District, Block B, 6th Floor, 41 Sir Lowry Road, Woodstock, Cape Town, 7925, South Africa
7. Issuer's CSD Participant/Settlement Agent  
FirstRand Bank Limited, acting through its First National Bank division
8. Specified Office of the Issuer's CSD Participant/Settlement Agent  
4 Merchant Place, Cnr Rivonia Road and Fredman Drive, Sandton, 2196, South Africa

## G REGISTER CLOSED

1. Last Day to Register  
Up until 17h00 (South African time) on 22 February 2034 or up until 17h00 (South African time) on the sixth day preceding the Early Redemption Date, as the case may be or, if any such date is not a Business Day, the Business Day which immediately precedes such date.
2. Books Closed Period  
The Register will be closed during the 5 (five) days preceding the Redemption Date from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding the Redemption Date, being the period during

which the Register is closed for purposes of giving effect to transfers, redemptions or payments in respect of the Secured Notes.

3. Books Closed Dates 23 February 2034 or the fifth day preceding the Early Redemption Date, as the case may be or, if such date is not a Business Day, the Business Day which immediately precedes such date.

#### H GENERAL

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|-----|---|--|
| 1.  | Exchange control approval   | Not Applicable   |
| 2.  | Additional selling restrictions (if any)  | Not Applicable   |
| 3.  | International Security Identification Number (ISIN)   | ZAG400000098   |
| 4.  | Stock Code Number   | 4ACC01   |
| 5.  | Exchange  | The Cape Town Stock Exchange Proprietary Limited ('CTSE')  |
| 6.  | Debt Issuer Agent   | Capital Solutions Advisory Proprietary Limited   |
| 7.  | Name of Dealer  | Not Applicable   |
| 8.  | Stabilisation Manager   | Not Applicable   |
| 9.  | Method of Distribution  | Private Placement  |
| 10. | Bookbuild and Allocation Policy   | Not Applicable   |
| 11. | Pricing Methodology   | Not Applicable   |
| 12. | Rating/s (if any) assigned to the Issuer as at the Issue Date, Rating Agency/ies and date/s on which such Rating/s is/are expected to be reviewed | Not Applicable   |
| 13. | Rating/s (if any) assigned to the Secured Notes, Rating Agency/ies and date/s on which such Rating/s is/are expected to be reviewed               | Not Applicable   |
| 14. | Governing law   | The Programme Memorandum, the Secured Notes, the Applicable Terms and Conditions and the Security Cession (as defined in the Additional Terms and Conditions) are governed by, and shall be construed in accordance with, the laws of South Africa.  |
| 15. | Use of proceeds   | Not Applicable (see Item I below).   |
| 16. | Material change   | <p>The Issuer is a newly set-up entity, registered on 15 October 2021 with no assets or liabilities (save for its share capital). The Issuer only commenced business operations after the Programme Date, with the issue of, among others, the Secured Notes.</p> <p>The 1st audited annual financial statements of the Issuer will be for the financial year of the Issuer ended on 31 December 2022.</p> <p>As at the Issue Date, the Issuer has no "subsidiaries" (as defined in the Companies Act).</p> <p>The Issuer is not aware of any Material change in the financial or trading condition of the Issuer that has occurred prior to and as at the date of signature of this Applicable Pricing Supplement. This statement has not been confirmed or</p> |

verified or reviewed and reported on by the auditors of the Issuer.

17. Commercial Paper Regulations

Not Applicable

*(Note: The Secured Notes are issued to a single investor on the basis of a bespoke private placement.*

*Accordingly, neither compliance with the Commercial Paper Regulations (nor compliance any other available exemption under the Banks Act, 1990) is applicable to the issue and placing of the Secured Notes as the Issuer does not, in relation to the issue and placing of the Secured Notes, conduct "the business of a bank" (as defined in paragraph (a) of the definition of "the business of a bank" in the Banks Act, 1990))*

18. Data Room

The Data Room is the access controlled virtual data room set up by the Issuer for purposes of posting and storing Confidential Documents which are generally relevant to all Noteholders (such as the annual financial statements of the Issuer and King IV Information) ("**General Information**") and Confidential Documents (such as the memorandum of incorporation of the relevant security special purpose vehicle ('SPV'), the relevant 'SPV' owner trust deed and/or the relevant Security Agreements) which relate to one or more Tranches of Secured Notes in issue (or to be issued) under the Programme ("**Security Information**").

A potential investor in any Secured Note/s ("**Potential Investor**") may apply for access to the General Information and the Security Information (including the Security Cession and the Partnership Agreement (each as defined in the Additional Terms and Conditions) in the Data Room by addressing a request therefor to the Issuer at [capitalinvestments@creation-capital.com](mailto:capitalinvestments@creation-capital.com).

The Issuer may, in its sole and absolute discretion, grant the Potential Investor access to the General Information and the Security Information (including the Security Cession and the Partnership Agreement (each as defined in the Additional Terms and Conditions) in the Data Room; provided that the Potential Investor shall have (i) furnished to the Issuer all such information as the Issuer may require including, without limitation, information as to the identity and nature of the Potential Investor and (ii) given such undertaking/s as to the confidentiality of the relevant Confidential Information made available in the Data Room as the Issuer may require.

Access to the relevant Confidential Information in the Data Room will continue if the Potential Investor becomes a Secured Noteholder (by subscribing for any of the Secured Notes).

19. Other relevant information

See Annexure "A"

**I TERMS OF THE SUBSCRIPTION FOR THE SECURED NOTES**

1. Subscription for the Notes

The provisions of this Item I below do not form part of the Applicable Terms and Conditions OF the Notes, and all references to "Applicable Terms and Conditions" in this Applicable Pricing Supplement (including Annexure "A") shall be construed accordingly.

The provisions of this Item I below comprise a separate agreement between the Issuer and the Investor (as defined in

the Additional Terms and Conditions) ("**Investor**") for the issue of and subscription FOR the Secured Notes on the Issue Date ("**Subscription Agreement**").

2. Settlement Instructions

The Issuer shall, prior to the Issue Date, instruct its CSD Participant to procure that, on and with effect from the Issue Date, the Secured Notes are held in the CSD in accordance with the Applicable Procedures.

At least 1 (one) Business Day prior to the Issue Date, the Issuer shall provide its CSD Participant with, and the Investor shall provide its CSD Participant with, delivery and receipt instructions for the subscription for the Secured Notes and payment of the Issue Price (by way of the set-off defined as such in Item I(4) below ("**Set-Off**").

Subject to Applicable Procedures, on the Issue Date, delivery of the Secured Notes will be effected by the Issuer's CSD Participant:

- a) debiting the aggregate Principal Amount of the Secured Notes from the securities account maintained by the Issuer's CSD Participant for the Issuer; and
- b) crediting the aggregate Principal Amount of the Secured Notes to the securities account maintained by the Investor's CSD Participant for the Investor,

against payment of the Issue Price (by way of the Set-Off).

In consequence of the Set-Off (see Item I(4) below) the Secured Notes are (or will be) issued "Free of Value" in an aggregate Principal Amount of ZAR547,000,000.

3 Subscription and issue

The Issuer, by its signature to this Applicable Pricing Supplement, agrees to issue the Secured Notes to the Investor on the Issue Date, and the Investor, by its signature to this Applicable Pricing Supplement, agrees to subscribe and pay for the Secured Notes (by way of the Set-Off) on the Issue Date, at an aggregate subscription price which is equal to the aggregate Principal Amount (ZAR547,000,000) of the Secured Notes ("**Subscription Price**" and "**Issue Price**").

4. Payment of the Subscription Price – Set-Off

In terms of a written agreement between the Issuer and the Investor, dated on or about the Issue Date, the Investor will cede and assign the Partnership Interest (as defined in the Security Cession – see the Additional Terms and Conditions) to the Issuer for a consideration of ZAR547,000,000 ("**Consideration**").

The Consideration will be paid by way of the creation of a loan account (in an amount which is equal to the Consideration) in the books of account of the Issuer in favour of the Investor ("**Loan Account**"). Under the Loan Account the Investor will have a claim against the Issuer for payment of an amount which is equal to the Consideration (ZAR547,000,000) ("**Claim**").

The Issuer and the Investor agree that payment of the Subscription Price will be effected by the Set-Off as defined in the paragraph below.

The Issuer and the Investor agree that the Investor's obligation to pay the Subscription Price (ZAR547,000,000) to the Issuer will automatically be set-off against the Issuer's obligation to

pay the amount of the Claim (ZAR547,000,000) to the Investor ("Set-Off").

The Set-Off will occur immediately after the aggregate Principal Amount of the Secured Notes (ZAR547,000,000) is debited from the securities account maintained by the Issuer's CSD Participant for the Issuer (see Item I(2) above).

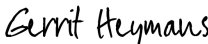
The Issuer certifies that, to the best of its knowledge and belief, there are no facts the omission of which would make this Applicable Pricing Supplement false or misleading, that all reasonable enquiries to ascertain such facts have been made, and that this Applicable Pricing Supplement contains all information required by the CTSE Debt Listings Requirements (and all other Applicable Laws) to appear in this Applicable Pricing Supplement.

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement, the annual financial statements of the Issuer and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

Neither CTSE nor CTSE Registry Services take any responsibility for the contents of the Programme Memorandum, this Applicable Pricing Supplement, the annual financial statements of the Issuer and any amendments or supplements to the aforementioned documents. Neither CTSE nor CTSE Registry Services make any representation as to the accuracy or completeness of the Programme Memorandum, this Applicable Pricing Supplement, the annual financial statements of the Issuer and any amendments or supplements to the aforementioned documents, and each of CTSE and CTSE Registry Services expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. CTSE's approval of the registration of the Programme Memorandum and listing of the Notes 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 law, CTSE will not be liable for any claim whatsoever.

Application is hereby made to list Tranche 1 of Series 1 of the Notes on CTSE, as from 1 March 2022, pursuant to the Creation Capital Investments Proprietary Limited ZAR10,000,000,000 Domestic Medium Term Note Programme.

**For: CREATION CAPITAL INVESTMENTS PROPRIETARY LIMITED** (as Issuer)

DocuSigned by:  
By:   
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Name: *Jean Gerrit Heymans*

Capacity: Director

*Duly authorised*

Date: 26 February 2026

**ANNEXURE "A" TO THE APPLICABLE PRICING SUPPLEMENT – SECURED NOTES****DETAILS OF THE SECURITY STRUCTURE**

See Item E(1) of the Applicable Pricing Supplement to which this Annexure "A" is attached.

**ADDITIONAL TERMS AND CONDITIONS**

*The following is the text of the Additional Terms and Conditions. The Additional Terms and Conditions are in addition to the Terms and Conditions and must be read together with the Terms and Conditions. If there is any conflict between any provision of the Additional Terms and Conditions and any provision of the Terms and Conditions the provision of the Additional Terms and Conditions shall prevail.*

**1. ADDITIONAL DEFINITIONS**

The following expressions have the following meanings:

**"Applicable Terms and Conditions"** means, subject to Item I(1) of the Applicable Pricing Supplement, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions set out in the Applicable Pricing Supplement (including the Additional Terms and Conditions);

**"Eligible Security"** has the meaning ascribed to that term in the Security Cession;

**"Enforcement Amount"** means, following an Enforcement Event (and if the Eligible Security is realised), the total amount recovered and received by the Secured Noteholders from the realisation of the Eligible Security in terms of the Security Cession;

**"Enforcement Date"** means the date on which the Enforcement Event occurs;

**"Enforcement Event"** means the passing of the Debt Securities Extraordinary Resolution contemplated in Condition 4.3 below;

**"Event of Default"** means any of the events described in Condition 3 below;

**"Investors"** mean TriAlpha Specialised Investment Trust III, registered in the Office of the Master of the High Court (Cape Town) under No: IT3288/2010 and The Bank of Namibia (managed by TriAlpha Investment Management);

**"Limited Recourse Provisions"** means, following an Enforcement Event, the limited recourse provisions set out in Condition 4.6 below;

**"Partnership Agreement"** means the written agreement entitled "*En Commandite Partnership Agreement Establishing the Intaba Debt Fund*" concluded between Intaba General Partner Proprietary Limited, Creation Capital Services Proprietary Limited and the investors as limited partners of the Partnership on or about 20 October 2017, as amended from time to time, it being recorded that such agreement will be made available in the Data Room to the Investor (and, thereafter, a Potential Investor) on the basis set out in Item H(18) of the Applicable Pricing Supplement;

**"Recovered Amount"** means, following an Enforcement Event (and if the Eligible Security is realised), if the Enforcement Amount is less than the Total Amount, the Enforcement Amount or, if the Enforcement Amount is greater than that Total Amount, that portion of the Enforcement Amount as is equal to the Total Amount, as the case may be;

**"Secured Notes"** means the ZAR547,000,000 Senior Secured Limited Recourse 6.65% Fixed Rate Registered Notes due 1 March 2034 (stock code number 4ACC01) issued on 1 March 2022;

**"Secured Noteholder"** means any Noteholder who holds Secured Notes and **"Secured Noteholders"** means, collectively, all of them;

**"Security Cession"** means the written agreement entitled "*Security Cession*", dated on or about 25 February 2022, executed by the Issuer in favour of the Secured Noteholders, as amended, novated and/or substituted from time to time in accordance with its terms;

"**Security Representative**" means the person (if any) appointed to act on behalf of the Secured Noteholders as representative, to exercise (on behalf of the Secured Noteholders) all or any of the rights and/or perform (on behalf of Secured Noteholders) all or any of the obligations of the Secured Noteholders conferred on them by the Security Cession, as contemplated in clause 11.7 of the Security Cession and Condition 4.5 below;

"**Total Amount**" means the total amount owing, as at the Enforcement Date, by the Issuer to the Secured Noteholders under the Applicable Terms and Conditions following an Enforcement Event (ignoring the Limited Recourse Provisions).

## 2. REDEMPTION *IN SPECIE*

- 2.1. "*Redemption in specie*" is specified as being applicable in the Applicable Pricing Supplement.
- 2.2. The Secured Noteholders may elect, by way of a Debt Securities Extraordinary Resolution, to require the Issuer to redeem all (but not only some) of the Secured Notes, on the Optional Redemption Date (Put) at (subject to Condition 9.4 as read with this Condition 2 below), the Early Redemption Amount. The Optional Redemption Date (Put) shall be specified in the Debt Securities Extraordinary Resolution.
- 2.3. In order to exercise the Noteholder Early Redemption Election, the Secured Noteholders (or any of them) must, not less than 30 (thirty) nor more than 60 (sixty) days before the Optional Redemption Date (Put), send the duly completed Noteholder Early Redemption Notice (in the form attached to the Applicable Pricing Supplement), together with (where applicable) a copy of the Certificate representing the Secured Notes, to the Issuer, with a copy of the Noteholder Early Redemption Notice to the Transfer Agent and the Settling Bank.
- 2.4. If the Noteholder Early Redemption Election has been duly exercised by the Secured Noteholders, the Issuer shall, by no later than the date falling 3 (three) Business Days before the Optional Redemption Date (Put), notify the Secured Noteholders (in the manner set out in Condition 17.1) of the Issuer's election to redeem the Secured Notes *in specie* (such notice being the "**Redemption Notice**").
- 2.5. The Redemption Notice will specify that the Secured Notes will be redeemed *in specie*. Accordingly:
  - 2.5.1. the Issuer shall, before 08h00 on the Optional Redemption Date (Put), notify CTSE and the CSD of the Issuer's election to redeem the Secured Notes *in specie*;
  - 2.5.2. the Issuer's obligation to redeem the Secured Notes *in specie* shall be discharged by delivery of the Eligible Security (by way of the assignment referred to in Condition 2.5.4 below) to the Secured Noteholders on the Optional Redemption Date (Put);
  - 2.5.3. the Security Cession shall terminate automatically at 08h00 on the Optional Redemption Date (Put);
  - 2.5.4. the Issuer agrees to assign the Eligible Security (and the Eligible Security shall be deemed to have been assigned) to the Secured Noteholders on and with effect from 08h00 on the Optional Redemption Date (Put);
  - 2.5.5. upon and following the assignment referred to in Condition 2.5.4 above, the Issuer's obligation to redeem the Secured Notes *in specie* shall have been discharged in full;
  - 2.5.6. if and to the extent that the value of the Eligible Security as at 08h00 on the Optional Redemption Date (Put) is less than the Early Redemption Amount, the Secured Noteholder shall have no claim whatsoever against the Issuer or any other person for such deficit.
- 2.6. Subject to the Partnership Agreement, the Secured Noteholders shall, by way of a Debt Securities Extraordinary Resolution, determine the arrangements that will apply, between themselves, for the taking over and distribution of the Eligible Security, the appointment of any person to act on behalf of the Secured Noteholders in this process and all related and/or incidental arrangements.

## 3. EVENTS OF DEFAULT

An Event of Default in respect of the Secured Notes will occur if:

- 3.1. the Issuer fails to pay any amount (whether in respect of principal, interest or otherwise) due and payable under the Applicable Terms and Conditions of the Secured Notes on the due date for payment of such amount and such failure to pay has continued for more than 5 (five) Business Days; or
- 3.2. the Issuer fails to perform or observe any of its other material obligations under the Applicable Terms and Conditions of the Secured Notes and such failure to perform or observe is not remedied within 7 (seven) Business Days after the Issuer has been given written notice from any Secured Noteholder;

- 3.3. the Issuer fails to pay any amount due and payable under any Material Indebtedness (taking into account any applicable grace period for such payment) and such failure to pay continues for more than 30 (thirty) consecutive days; provided that such failure to pay shall not constitute an Event of Default if the Issuer, in good faith and on reasonable grounds, institutes proceedings to contest its liability to pay such amount within 30 (thirty) consecutive days of the day on which such amount is purportedly due and payable; provided further that if a final decision which is not subject to any appeal has been given or handed down in respect of such proceedings and such decision has been given or handed down against the Issuer, such failure to pay shall, with effect from the date on which such decision is given or handed down, constitute an Event of Default; or
- 3.4. an Issuer Insolvency Event occurs; or
- 3.5. proceedings are initiated against the Issuer such that a person takes possession of the whole or a Substantial Part of the assets of the Issuer or an execution or attachment or other process is levied, enforced upon, sued out or put in force against the whole or a Substantial Part of the assets of the Issuer, and such proceedings are not (or such execution, attachment or other process is not) withdrawn, or settled and satisfied, within 30 (thirty) days; or
- 3.6. it is or becomes unlawful for the Issuer to perform any of its obligations under the Applicable Terms and Conditions of the Secured Notes; or
- 3.7. any consent, license, permit or authorisation required by the Issuer to enable the Issuer to comply with its obligations under the Applicable Terms and Conditions of the Secured Notes is revoked, withdrawn, materially altered or not renewed and such event is not remedied within 14 (fourteen) Business Days after the Issuer has been given written notice from the any Secured Noteholder requiring the applicable consent, licence, permit or authorisation to be obtained; or
- 3.8. the Issuer has one or more judgment/s or order/s or similar award/s for the payment of any amount which, individually or in the aggregate at any point in time, exceeds ZAR5,000,000 ("**judgment**") awarded against it and fails to satisfy such judgment within 30 (thirty) days after becoming aware thereof:
  - 3.8.1. if such judgment is appealable, fails to appeal against such judgment within the time limits prescribed by law or fails to diligently prosecute such appeal thereafter or ultimately fails in such appeal and then fails to satisfy such judgment within 10 (ten) days; and/or
  - 3.8.2. if such judgment is a default judgment, fails to apply for the rescission thereof within the time limits prescribed by law or fails to diligently prosecute such application thereafter or ultimately fails in such application and then fails to satisfy such judgment within 10 (ten) days; and/or
  - 3.8.3. if such judgment is reviewable, fails to initiate proceedings for the review thereof within the time limits prescribed by law or fails to diligently prosecute such proceedings thereafter or ultimately fails in such proceedings and then fails to satisfy such judgment within 10 (ten) days; or
- 3.9. the Issuer ceases to carry on its business in a normal and regular manner or materially changes the nature of its business, or through an official act of the Board threatens to cease to carry on its business.

#### 4. ACTION FOLLOWING THE OCCURRENCE OF AN EVENT OF DEFAULT

- 4.1. The Issuer, upon becoming aware that any Event of Default has occurred and is continuing, shall forthwith notify the Secured Noteholders (in the manner set out in Condition 17.1), the Issuer Agent, the Settling Bank, the Transfer Agent, the CSD and CTSE in writing of that Event of Default.
- 4.2. Following the notice referred to in Condition 4.1 above, the Issuer shall promptly call a meeting of the Secured Noteholders ("**relevant meeting**"). The Issuer shall attend the relevant meeting. The provisions of Condition 19 will apply *mutatis mutandis* to the relevant meeting save that the 21 (twenty-one) day notice period contemplated in Condition 19.4 shall be reduced to 7 (seven) days.
- 4.3. If, at the relevant meeting, the Secured Noteholders resolve, by way of a Debt Securities Extraordinary Resolution, that payment under the Secured Notes be accelerated, then the Secured Notes, and all amounts owing by the Issuer to the Secured Noteholders under the Applicable Terms and Conditions of the Secured Notes (whether or not due for payment), shall be immediately due and payable on and with effect from the Enforcement Date.
- 4.4. The occurrence of an Enforcement Event shall entitle the Secured Noteholders (or their duly appointed Security Representative) to enforce the remedies available to the Secured Noteholders under the Security Cession and (subject to the Partnership Agreement) to realise the Eligible Security or to take over and distribute the Eligible Security between themselves, as the case may be.

- 4.5. The Secured Noteholders shall, at the relevant meeting (and as contemplated in clause 18 of the Security Cession), by way of a separate Debt Securities Extraordinary Resolution, determine, subject to the provisions of the Security Cession and the Partnership Agreement, the arrangements that will apply, between themselves, for the enforcement of their rights and remedies under the Security Cession, the realising of the Eligible Security or the taking over and distribution of the Eligible Security between themselves, as the case may be, the appointment of any person to act on behalf of the Secured Noteholders in the enforcement process and all related and/or incidental arrangements. Where the Event of Default is an Issuer Insolvency Event, the Secured Noteholders shall, at the relevant meeting, by way of that separate Debt Securities Extraordinary Resolution, determine the arrangements that will apply, between themselves, in relation to their claims in the winding-up or liquidation proceedings of the Issuer.
- 4.6. Notwithstanding anything to the contrary contained in the Security Cession, the total liability of the Issuer to the Secured Noteholders under the Security Cession will never exceed the Recovered Amount (if the Eligible Security is realised) or the delivery of the Eligible Security to the Secured Noteholders (if the Eligible Security is taken over by the Secured Noteholders). Following an Enforcement Event, the recourse of the Secured Noteholders, against the Issuer under the Security Cession is limited, in total as between the Secured Noteholders, to the Recovered Amount (if the Eligible Security is realised) or the delivery to them of the Eligible Security (if the Eligible Security is taken over by the Secured Noteholders). The Issuer will not be liable under the Security Cession to pay the Secured Noteholders an amount which, in the aggregate, exceeds the Recovered Amount (if the Eligible Security is realised) or to deliver anything other than or in addition to the Eligible Security (if the Eligible Security is taken over by the Secured Noteholders).
- 4.7. Following an Enforcement Event, each Secured Noteholder will participate in the Recovered Amount (if the Eligible Security is realised) or the taking over and distribution of the Eligible Security (if the Eligible Security is taken over by the Secured Noteholders), as the case may be, in the proportion that the aggregate Principal Amount of the Secured Note/s held by that Secured Noteholder as at the Enforcement Date bears to the aggregate Principal Amount of the Secured Notes as at the Enforcement Date.
- 4.8. The Secured Noteholders agree that, following an Enforcement Event, the payment of the Recovered Amount to the Secured Noteholders (if the Eligible Security is realised) or the delivery of the Eligible Security to the Secured Noteholders (if the Eligible Security is taken over by the Secured Noteholders), as the case may be, in terms of the Security Cession (as read with the Partnership Agreement), will:
- 4.8.1. cure in full the Event of Default; and
- 4.8.2. be satisfaction in full of the Issuer's obligations to the Secured Noteholders under the Security Cession; and
- 4.8.3. be satisfaction in full of the Issuer's obligations to make payment to the Secured Noteholders under the Applicable Terms and Conditions of the Secured Notes.

#### **ADDITIONAL RISKS RELATING TO THE SECURED NOTES**

*The additional risks of holding the Secured Notes described below are in addition to the risks described in the section of the Programme Memorandum headed "Risk Factors" and". This section headed "Additional Risks relating to Secured Notes" must be read together with that section of the Programme Memorandum headed "Risk Factors".*

*The Issuer does not represent that the statements below regarding the risks of holding any Secured Notes are exhaustive. The information set out below is not intended as advice and does not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Secured Notes.*

*Prospective investors should, prior to investing in the Secured Notes, consult their own financial, tax and legal advisers as to the risks and investment considerations arising from an investment in the Secured Notes, the appropriate tools to analyse such an investment, and the suitability of such an investment in the context of the particular circumstances of each investor.*

*The information set out in the following summary is intended as a general guide to certain additional risk factors which may be relevant to a prospective subscriber for or purchaser of any Secured Notes or any person contemplating making an investment in the Secured Notes.*

#### **OPTIONAL REDEMPTION BY THE SECURED NOTEHOLDERS – REDEMPTION *IN SPECIE***

"Redemption *in specie*" is specified as being applicable in the Applicable Pricing Supplement.

If the Noteholder Early Redemption Election has been duly exercised by the Secured Noteholders and the Issuer elects to redeem the Secured Notes *in specie* on the basis set out in Condition 2 of the Additional Terms and Conditions then, upon and following the cession referred to in Condition 2.6.4 of the Additional Terms and Conditions, the Issuer's obligation to redeem the of Secured Notes *in specie* shall have been discharged in full.

If and to the extent that value of the Eligible Security as at 08h00 on the Optional Redemption Date (Put) is less than the Early Redemption Amount, the Secured Noteholders will have no claim whatsoever against the Issuer or any other person for such deficit.

#### **ELIGIBLE SECURITY**

##### **General**

The Eligible Security comprises the assets which are described in the definition of "Eligible Security" in the Security Cession.

The Issuer will identify the Eligible Security relating to the Secured Notes in its Accounting Records (by way of the prefixing of a unique numeral) as being attributable solely to the Secured Notes. The Issuer will procure that that the Eligible Security relating to the Secured Notes can be distinguished from the Eligible Security relating to each other Tranche of Secured Notes.

##### **No security special purpose vehicle**

The real rights of security in the Eligible Security are, in terms of the Security Cession, provided directly in favour of the Secured Noteholders. There will be no security special purpose vehicle to hold, administer and, following an Enforcement Event, realise the Eligible Security on behalf of the Secured Noteholders.

The Secured Noteholders must, subject to the Security Cession and the Partnership Agreement, themselves determine, among other things, the arrangements that will apply, between themselves, for the enforcement of their rights and remedies under the Security Cession, the realising or taking over of the Eligible Security, the appointment of any person to act on behalf of the Secured Noteholders in the enforcement process and all related and/or incidental arrangements. Decisions in this regard will be way of a Debt Securities Extraordinary Resolution, and the relevant Debt Securities Extraordinary Resolution will bind all of the Secured Noteholders including those who did not vote in favour of the relevant Debt Securities Extraordinary Resolution.

##### **Value of the Eligible Security**

The value of the Eligible Security may be affected by, among other things, the performance of the relevant underlying investment/s. No assurance can be given that the value of the Eligible Security will remain at the level at which it was on the Issue Date.

##### **Ability to realise the Eligible Security**

Any realisation of the Eligible Security (if applicable) will depend on many factors including, among other things, the nature of that the Eligible Security, the ability of the Secured Noteholders to sell the Eligible Security in an ordinary sale and the availability of buyers for the Eligible Security. Each of these factors could reduce the proceeds of the realisation of the Eligible Security in terms of the Security Cession.

##### **Collectability risk in respect of Eligible Security which comprises claims for payment of money**

To the extent that any of the Eligible Security comprises claims for the payment of money, the collectability of the relevant amounts will be subject to credit, liquidity and interest rate risks that relate to the relevant debtor under such claims. This will generally fluctuate in response to, among other things, market interest rates, general economic conditions and the financial standing of the relevant debtor.

#### **LIMITED RECOURSE**

##### **Limited recourse against the Issuer under the Security Cession**

Notwithstanding anything to the contrary contained in the Security Cession, the total liability of the Issuer to the Secured Noteholders under the Security Cession will never exceed the Recovered Amount (if the Eligible Security is realised) or the delivery of the Eligible Security to the Secured Noteholders (if the Eligible Security is taken over

by the Secured Noteholders). Following an Enforcement Event, the recourse of the Secured Noteholders, against the Issuer under the Security Cession is limited, in total as between the Secured Noteholders, to the Recovered Amount (if the Eligible Security is realised) or the delivery to them of the Eligible Security (if the Eligible Security is taken over by the Secured Noteholders). The Issuer will not be liable under the Security Cession to pay the Secured Noteholders an amount which, in the aggregate, exceeds the Recovered Amount (if the Eligible Security is realised) or to deliver anything other than or in addition to the Eligible Security (if the Eligible Security is taken over by the Secured Noteholders).

**Following an Enforcement Event – limited liability of the Issuer**

Following an Enforcement Event, each Secured Noteholder will participate in the Recovered Amount (if the Eligible Security is realised) or the taking over and distribution of the Eligible Security (if the Eligible Security is taken over by the Secured Noteholders), as the case may be, in the proportion that the aggregate Principal Amount of the Secured Note/s held by that Secured Noteholder as at the Enforcement Date bears to the aggregate Principal Amount of the Secured Notes as at the Enforcement Date.

The Secured Noteholders agree that, following an Enforcement Event, the payment of the Recovered Amount to the Secured Noteholders (if the Eligible Security is realised) or the delivery of the Eligible Security to the Secured Noteholders (if the Eligible Security is taken over by the Secured Noteholders), as the case may be, in terms of the Security Cession (as read with the Partnership Agreement), will:

- cure in full the Event of Default; and
- be satisfaction in full of the Issuer's obligations to the Secured Noteholders under the Security Cession; and
- be satisfaction in full of the Issuer's obligations to make payment to the Secured Noteholders under the Applicable Terms and Conditions of the Secured Notes.