



TENSAI PROPERTY SERVICES LIMITED

(incorporated in South Africa under registration number 2013/113717/06)
(LP Number: LEC/P/08/2019)

USD250,000,000
Medium Term Note Programme

Under its USD250,000,000 Medium Term Note Programme, Tensai Property Services Limited (the “**Issuer**”) may from time to time issue unsecured or secured registered notes of any kind (the “**Notes**”).

This Programme Memorandum includes particulars given in compliance with the listing rules (the “Listing Rules”) published by the Stock Exchange of Mauritius Ltd (the “**SEM**”) governing the listing of securities on the Official Market. The directors of the Issuer, whose names appear on page 69-70, collectively and individually accept full responsibility for the accuracy and completeness of the information contained in this Programme Memorandum and confirm, having made all reasonable enquiries that, to the best of their knowledge and belief, there are no other facts, the omission of which would make any statement in this Programme Memorandum misleading.

The TPS01 Floating Rate Notes that will be issued pursuant to the initial issuance under the Programme (the “**Initial Issue**”) are for an aggregate Nominal Amount of up to USD21,000,000 (to be issued in one or more Tranches), and will be offered by way of private placement to ‘qualified investors’ (as defined in Chapter 18 Part B of the Listing Rules, that is investors acceptable to the SEM who are knowledgeable and understand the risks of investing in specialist debt instruments and include, but are not limited to, expert investors as defined in the Securities (Collective Investment Schemes and Closed-end Funds) Regulations 2008 of Mauritius).

Capitalised terms used but not separately defined in this Programme Memorandum have the meanings given to them in the section headed “*Definitions and Interpretation*” other than (i) where otherwise indicated, (ii) where that meaning would clearly be inconsistent with the context or (iii) in relation to a Tranche of Notes, where the term is otherwise defined in the Applicable Pricing Supplement.

This Programme Memorandum will apply to the Notes issued under the Programme in an aggregate outstanding Nominal Amount which will not exceed USD250,000,000 unless that amount is increased by the Issuer as set out in the section headed “*General Description of the Programme*”. Unless otherwise specified in the Applicable Pricing Supplement, expenses relating to the listing of Notes shall be borne solely by the Issuer.

The Notes may comprise, without limitation, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-Linked Notes, Dual Currency Notes, Instalment Notes, Partly Paid Notes, Exchangeable Notes, Extendible Notes, a combination of the foregoing Notes and/or Other Notes, in

each case as specified in the Applicable Pricing Supplement. Notes will be issued in individual Tranches which together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on and subject to the Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

The terms and conditions (the “Conditions”) of the Notes are described in the section headed “*Terms and Conditions of the Notes*”.

Minimum subscription: There shall be no minimum subscription.

Oversubscription: In the event of an oversubscription of any Tranche or Series issued under this Programme Memorandum, additional Notes may be allotted, at the sole discretion of the Issuer, up to a maximum amount stated in the Applicable Pricing Supplement, and subject to (i) the overall outstanding Nominal Amount of Notes in issue not exceeding the Programme Amount, and (ii) the approval of the SEM being obtained to list the additional Notes (where applicable). The supplementary proceeds will be utilised for the same purposes stated in this Programme Memorandum or the Applicable Pricing Supplement.

Details of the aggregate Nominal Amount of Notes, interest payable in respect of Notes, the status of the Notes, the Issue Price of Notes and any other terms and conditions not contained in the Conditions which are applicable to any Notes will be set out in the Applicable Pricing Supplement issued in connection with the issue of those Notes. The Applicable Pricing Supplement for each Tranche will be submitted to the SEM before the issue of Notes in the event that those Notes are listed on the Official Market.

The Notes may be subsequently issued in additional several Series, which may further be divided into several Tranches. Details of each Series or each Tranche, as applicable, will be set out in further Applicable Pricing Supplements.

A Tranche of Notes may be listed on the Official Market of the SEM or on such other or additional Financial Exchanges as may be determined by the Issuer, subject to Applicable Law. Unlisted Notes may also be issued under the Programme but will not be regulated by the SEM.

In the event that the Notes are to be listed on the Official Market, permission of the Listing Executive Committee (“LEC”) of the SEM will be sought for the listing of the issued Notes. The Notes issued pursuant to the Initial Issue will be listed on the Official Market before 31 December 2019, subject to the permission of the LEC. The directors do not expect that there will be an active secondary market in the Initial Notes on the SEM. This Programme Memorandum has been approved by the LEC. A copy of this Programme Memorandum has been filed with the Financial Services Commission of Mauritius (“FSC”).

A copy of the signed Applicable Pricing Supplement relating to a Tranche of Notes which is to be listed on the Official Market of the SEM will be delivered to the SEM before the Issue Date and the Notes in that Tranche may be traded by or through members of the SEM from the date specified in the Applicable Pricing Supplement in accordance with the Applicable Procedures. The settlement of trades on the SEM will take place in accordance with the ATS. The settlement and redemption procedures for a Tranche of Notes listed on any Financial Exchange (other than or in addition to the SEM) will be specified in the Applicable Pricing Supplement.

The Notes may be issued on a continuing basis and may be placed by one or more of the Dealers. References in this Programme Memorandum to the “**Relevant Dealer**” shall, in the case of Notes being

or intended to be placed by more than one Dealer, be to all Dealers agreeing to place those Notes. The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Conditions of the Notes set out in this Programme Memorandum, in which event a supplementary Programme Memorandum which will describe the effect of the agreement reached in relation to those Notes will be made available, if appropriate.

In the event that the Notes are listed on the Official Market, the Notes, if and when listed, are freely transferable, subject to the following provisions:

- a) the Listing Rules;
- b) the Securities (Central Depository, Clearing and Settlement) Act 1996 of Mauritius, CDS Rules and procedures if Notes are held in the CDS;
- c) the Stock Exchange (Conduct of Trading Operations) Rules 2001 of Mauritius and Automated Trading System Schedule of Procedures;
- d) the provisions of this Programme Memorandum; and/or
- e) the provisions of the Agency Agreement.

There are currently no other restrictions on the sale or transfer of Notes under Mauritian law.

The attention of investors contemplating investing in the Notes is drawn to the section headed “Risk Factors” for a discussion of certain factors that should be carefully considered by prospective investors in connection with an investment in the Notes.

The Issuer may be rated by a Rating Agency on a national scale or international scale basis. If the Issuer is rated, the Rating and the Rating Agency which has assigned that Rating will be reflected in the Applicable Pricing Supplement or a supplement to this Programme Memorandum. The Programme may be rated by a Rating Agency. If the Programme is rated, the Rating and the Rating Agency which has assigned that Rating will be reflected in the Applicable Pricing Supplement or a supplement to this Programme Memorandum. As at the date of this Programme Memorandum, neither the Issuer nor the Programme has been rated by a Rating Agency.

A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency. If a Tranche of Notes is rated, the Rating and the Rating Agency which has assigned that Rating will be reflected in the Applicable Pricing Supplement. Unrated Notes may also be issued.

A Rating of a Tranche of Notes is not a recommendation to subscribe for, buy, sell or hold any Notes, and may be subject to revision, suspension or withdrawal at any time by the Rating Agency.

CAUTION

None of the LEC, the SEM or the FSC assumes any responsibility for the contents of this document. The LEC, the SEM and the FSC make no representation as to the accuracy or completeness of any of the statements made or opinions expressed in this document and expressly disclaim any liability whatsoever for any loss arising from or in reliance upon the whole or any part of this document.

Investors are advised to obtain independent tax advice in relation to any purchase, dealings or disposal of Notes and in respect of all payments (including all principal, interest and other amounts (if any)) payable under or in respect of the Notes.

This document does not purport to be all-inclusive or to contain all the information that a prospective investor may desire in evaluating the Issuer. Each investor contemplating purchasing any Notes should make its own independent investigation and appraisal of the financial condition and affairs, and of the creditworthiness of, the Issuer, and the terms of the offering, including the merits and risks involved in making an investment decision with respect to the Notes. The investment activities of some investors may be subject to investment laws and regulations, or review or regulation by certain authorities. Investors are advised to consult their investment adviser, investment dealer, tax adviser or legal advisers to ensure compliance with their investment policy and before making any investment decision in relation to the Notes.

Arranger

**Rand Merchant Bank, a division of FirstRand
Bank Limited**



Legal advisers to the Issuer

ENSafrica (Mauritius)



Sponsor

GB Capital



This Programme Memorandum is dated 30 September 2019.

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GENERAL

The Issuer certifies that to the best of its knowledge and belief:

- (a) there are no facts that have been omitted which would make any statement in this Programme Memorandum false or misleading;
- (b) all reasonable enquiries to ascertain those facts have been made; and
- (c) this Programme Memorandum contains all information required by law and the Listing Rules.

The directors of the Issuer, collectively and individually, accept full responsibility for the accuracy and completeness of the information set out in this Programme Memorandum, any Applicable Pricing Supplements, the Issuer's annual financial statements, the Issuer's annual report, any interim quarterly financial reports and any amendments or supplements to any of those documents (the "**Disclosure Documents**"), except as otherwise stated.

To the best of the knowledge and belief of the directors of the Issuer, having made all reasonable enquiries, confirm that this Programme Memorandum contains or incorporates all information which is material in the context of the offering and issue of the Notes, the information set out in or incorporated into this Programme Memorandum is true and accurate in all material respects and is not misleading, the opinions and the intentions expressed in this Programme Memorandum are honestly held and that there are no other facts, the omission of which would make this Programme Memorandum or any of that information or expression of any such opinions or intentions false or misleading in any material respect and that this Programme Memorandum complies with the Mauritian Securities Act and the Securities (Preferential Offer) Rules, 2017 of Mauritius made under that Act.

The directors of the Issuer hereby declare that:

- an application has been made to the SEM for the listing of the Initial Issue of Notes under the Programme before 31 December 2019;
- as at the date of this Programme Memorandum, there has been no material adverse change in the financial or trading position of the Issuer since the date of the last audited financial statements of the Issuer for the year ended 28 February 2019;
- as at the date of this Programme Memorandum, no changes are anticipated in the nature of the business of the Issuer; and
- as at the date of this Programme Memorandum, the working capital available to the Issuer is sufficient for its present requirements, that is, for at least the next twelve months from the date of this Programme Memorandum.

This document is to be read and construed with any amendment or supplement to it and in conjunction with any other documents which are deemed to be incorporated into it by reference (see the section headed "*Documents Incorporated by Reference*") and, in relation to any Tranche of Notes, should be read and construed together with the Applicable Pricing Supplement. This Programme Memorandum shall be read and construed on the basis that those documents are incorporated into and are deemed to form part of this Programme Memorandum.

None of the Arranger, the Dealers, the SEM or any of their respective affiliates or professional advisors (the "**Disclaimed Parties**") have separately verified the information set out in this Programme Memorandum. Accordingly, no representation, warranty or undertaking, whether express or implied,

is made, and no responsibility is accepted any of the Disclaimed Parties as to the accuracy or completeness of the information in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme. None of the Disclaimed Parties accepts any liability in relation to the information in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme.

No person has been authorised by the Issuer to give any information or to make any representation not set out in or not consistent with this Programme Memorandum or any other document entered into in relation to the Programme or any other information supplied by the Issuer in connection with the Programme and, if given or made, that information or representation must not be relied upon as having been authorised by the Issuer or any of the Disclaimed Parties.

Neither this Programme Memorandum nor any other information supplied in connection with the Programme is intended to provide a basis for any credit or other evaluation or should be considered as a recommendation by the Issuer or any of the Disclaimed Parties that any recipient of this Programme Memorandum or any other information supplied in connection with the Programme should subscribe for or purchase any Notes.

Each person contemplating the subscription for or purchase of any Notes should determine for itself the relevance of the information set out in the Disclosure Documents and should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Its subscription for or purchase of Notes should be based upon any investigation it deems necessary. None of this Programme Memorandum, any Applicable Pricing Supplement or any other information supplied in connection with the Programme constitutes an offer to sell or the solicitation of an offer to buy or invitation by or on behalf of the Issuer or any of the Disclaimed Parties to any person to subscribe for or to purchase any Notes.

Neither the delivery of this Programme Memorandum nor any Applicable Pricing Supplement nor the offering, sale or delivery of any Note shall at any time imply that the information in this Programme Memorandum is correct at any time subsequent to the date of this document set out on the cover page or that any other financial statements or other information supplied in connection with the Programme is correct as at any time subsequent to the date indicated in the document containing those statements or that information. The Arranger and the Dealers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, among other things, the most recent financial statements, if any, of the Issuer when deciding whether or not to subscribe for, or purchase, any Notes.

The distribution of this Programme Memorandum and any Applicable Pricing Supplement and the issue, sale or offer of Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Programme Memorandum or any Applicable Pricing Supplement or any Notes come are required by the Issuer, the Arranger and the Dealers to inform themselves about and observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Programme Memorandum or any Applicable Pricing Supplement and other offering material relating to the Notes, see the section headed "*Subscription and Sale*".

None of the Issuer or any Disclaimed Parties represents that this Programme Memorandum or any Applicable Pricing Supplement may be lawfully distributed or that any Notes may be lawfully offered in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available to those requirements, or assumes any responsibility for facilitating any distribution or offering of those documents. In particular, no action has been taken by

the Issuer or any Disclaimed Parties which would permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and none of this Programme Memorandum, any Applicable Pricing Supplement, any advertisement or any other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with Applicable Law, and the Dealers have represented that all offers and sales by them will be made on the same terms.

The Notes have not been and will not be registered under the Securities Act. Notes may not be offered, sold or delivered within the United States of America or to U.S. persons except in accordance with Regulation S under the Securities Act.

This Programme Memorandum is being made available for information purposes, only to a limited number of investors who have expressed an interest in subscribing to the Notes. The Notes to be offered under this Programme Memorandum are intended to be distributed by such ways as may be permitted under Mauritian law, as will be specified in the Applicable Pricing Supplement. Where the distribution is by way of private placement, investors must keep the contents of this Programme Memorandum strictly private and confidential and for their exclusive use. All recipients of this Programme Memorandum acknowledge and agree to be bound by the terms of this confidentiality notice. This Programme Memorandum may not be reproduced or used in whole or in part for any other purpose or furnished to any person other than the persons to whom copies have been sent.

Forward-looking statements

This Programme Memorandum does not include forward-looking statements.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents shall be deemed to be incorporated in and to form part of this Programme Memorandum:

- (a) all amendments and supplements to this Programme Memorandum issued by the Issuer from time to time;
- (b) the published annual report of the Issuer incorporating its audited annual financial statements (together with the reports and notes attached to or intended to be read with those financial statements) for its 3 (three) financial years prior to the date of this Programme Memorandum as well as for each financial year starting with the financial year ending 29 February 2020, and to the extent that the Issuer is a “reporting issuer” as defined in the Mauritian Securities Act, each interim quarterly financial report of the Issuer;
- (c) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme; and
- (d) any other documents designated by the Issuer from time to time as being incorporated into this Programme Memorandum,

save that any statement in this Programme Memorandum or in any of the documents incorporated by reference in and forming part of this Programme Memorandum shall be deemed to be modified or superseded for the purpose of this Programme Memorandum to the extent that a statement in any document subsequently incorporated by reference modifies or supersedes that earlier statement (whether expressly, by implication or otherwise).

Investors in the Notes shall be deemed to have notice of all information contained in the documents incorporated by reference into this Programme Memorandum as if all such information were set out in full in this Programme Memorandum. Prospective investors who have not previously reviewed any information incorporated by reference should do so in connection with their application for purchase of the Notes.

In the event of any significant new factor, material change, mistake or inaccuracy relating to information included in this Programme Memorandum which would, in the opinion of the Issuer (acting reasonably) materially affect a reasonable investor’s assessment of any Notes, the Issuer prepare a supplement to this Programme Memorandum or publish a new programme memorandum for use in connection with any subsequent issue of Notes. Any such new programme memorandum or Programme Memorandum as supplemented will be deemed to have replaced the previous Programme Memorandum from the date of its issue.

For so long as the Notes are capable of being issued under this Programme, the Issuer will make available for inspection at its Specified Office, or provide (without charge) to each investor to whom a copy of this Programme Memorandum has been delivered upon request, an electronic copy of:

- (a) this Programme Memorandum (and any supplementary documents to it),
- (b) its constitutional documents, and
- (c) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme and in respect to which there is an outstanding Nominal Amount; and

- (d) all of the documents which are incorporated into this Programme Memorandum by reference, unless those documents have been modified or superseded

Requests for such documents should be directed to the Issuer at its Specified Office. Please contact the Issuer per email at info@theigroup.co.za to request delivery of copies of those documents;

This Programme Memorandum, the Applicable Pricing Supplements and any supplementary documents to them will be available on the SEM's website, <https://www.stockexchangeofmauritius.com/>.

GENERAL DESCRIPTION OF THE PROGRAMME

The Issuer may from time to time issue one or more Tranches of Notes under the Programme pursuant to this Programme Memorandum, provided that the aggregate outstanding Nominal Amount of all of the Notes issued under the Programme from time to time does not exceed the Programme Amount.

A Tranche of Notes may be listed on the Official Market of the SEM with the permission of the LEC or on such other or additional Financial Exchanges as may be determined by the Issuer, subject to Applicable Law. Unlisted Notes may also be issued under the Programme but will not be regulated by the SEM. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange.

This Programme Memorandum and any supplement will only be valid for the issue of Notes in an aggregate Nominal Amount which, when added to the aggregate Nominal Amount then outstanding of all the Notes previously or simultaneously issued under the Programme, does not exceed the authorised amount of USD250,000,000 or its equivalent in other currencies. For the purpose of calculating the USD equivalent of the aggregate Nominal Amount of the Notes issued under the Programme from time to time, the USD equivalent of the Notes denominated in another Specified Currency (as specified in the Applicable Pricing Supplement) shall be determined as of the date of agreement to issue those Notes (the “**Agreement Date**”) on the basis of the spot rate for the sale of the USD against the purchase of that Specified Currency in the South African foreign exchange market quoted by any leading bank selected by the Issuer on the Agreement Date (the “**Conversion Rate**”) and in respect of:

- (a) Partly Paid Notes and Index-Linked Notes, the Conversion Rate shall be applied to the Nominal Amount regardless of the amount paid up on such Notes; and
- (b) all other Notes, the Conversion Rate shall be applied to the net subscription proceeds received by the Issuer for the relevant issue.

From time to time the Issuer may wish to increase the Programme Amount. Subject to the Applicable Procedures, Applicable Law and the Programme Agreement, the Issuer may, without the consent of Noteholders, increase the Programme Amount by delivering a notice of that increase to the Noteholders in accordance with Condition 15 (*Notices*), and to the Arranger and the Dealers. Upon that notice being given to the Noteholders and the conditions set out in the Programme Agreement to the exercise of this right having been met, all references in this Programme Memorandum (and each agreement or document relating to the Programme or this Programme Memorandum) to the “Programme Amount” will be (and deemed to be) references to the increased Programme Amount set out in that notice.

The Programme may be rated by a Rating Agency. If the Programme is rated, the Rating and the Rating Agency which has assigned that Rating will be reflected in the Applicable Pricing Supplement or a supplement to this Programme Memorandum. As at the date of this Programme Memorandum, the Programme has not been rated by a Rating Agency.

This Programme Memorandum will only apply to Notes issued under the Programme.

DEFINITIONS AND INTERPRETATION

1. DEFINITIONS

Capitalised terms used but not separately defined in this Programme Memorandum have the meanings given to them below, other than (i) where otherwise indicated, (ii) where that meaning would clearly be inconsistent with the context or (iii) in relation to a Tranche of Notes, where the term is otherwise defined in the Applicable Pricing Supplement:

“Agency Agreement”	the agency agreement dated [●] 2019 between the Issuer, the Calculation Agent, the Paying Agent and the Transfer Agent;
“Applicable Law”	in relation to a person, any (a) statutes and subordinate legislation, (b) regulations, ordinances and directives, (c) by-laws, (d) codes of practice, circulars, guidance notes, judgments and decisions of any competent authority and (e) other similar provisions, applicable to that person from time to time;
“Applicable Pricing Supplement”	in relation to a Tranche of Notes, the pricing supplement completed and signed by the Issuer in relation to that Tranche of Notes, setting out the additional and/or other terms and conditions applicable to that Tranche of Notes, based on the <i>pro forma</i> pricing supplement set out in Annexure A headed “ <i>Pro Forma Applicable Pricing Supplement</i> ”;
“Applicable Procedures”	the rules, guidelines and operating procedures for the time being of the CDS and the SEM (or any other Financial Exchange on which the Notes may be listed), as applicable;
“Arranger”	RMB or such other arranger as may be appointed by the Issuer, as specified in the Applicable Pricing Supplement;
“ATS”	the Automated Trading System of the SEM;
“Banks Act”	the Banks Act, 1990 of South Africa;
“Books Closed Period”	the period, as specified in the Applicable Pricing Supplement, commencing after the Last Day to Register, during which transfers of the Notes will not be registered, or such shorter period as the Issuer may decide in order to determine those Noteholders entitled to receive interest or redemption monies;
“Business Day”	every day, other than a Saturday, Sunday or official public holiday in South Africa, Mauritius or such other business centre specified in the Applicable Pricing Supplement, on which commercial banks are open for general business in

Johannesburg, Mauritius any other business centre specified in the Applicable Pricing Supplement;

“Calculation Agent”	MCB Registry & Securities Ltd, Level 9, Sir William Newton Street, Port Louis, Mauritius, Tel: +230 202 5000, Email: mcbrcs@mcbcm.mu), unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as calculation agent in respect of that Tranche or Series of Notes;
“Certificate”	<p>a Note in the definitive registered form of a single certificate:</p> <p>(a) issued in that form on the Issue Date; or</p> <p>(b) issued when a Note in uncertificated, inscribed form is exchanged for a certificate in accordance with Condition 9 (<i>Delivery, exchange and replacement of Certificates</i>),</p> <p>and any further certificate issued in consequence of a transfer of such a certificate;</p>
“Class of Noteholders”	the holders of a Series of Notes or, where appropriate, the holders of different Series of Notes;
“Common Monetary Area”	South Africa, Lesotho, Namibia, and Swaziland;
“Companies Act”	the Companies Act, 2008 of South Africa;
“Conditions”	the terms and conditions set out in the section headed <i>“Terms and Conditions of the Notes”</i> in accordance with which the Notes will be issued;
“Court Day”	during the term of a court, any day other than a Saturday, Sunday or public holiday;
“CDS”	Central Depository & Settlement Co. Ltd, established by the SEM to provide centralised depository, clearing and settlement services for the Mauritian equity and debt markets, or any additional or alternate depository approved by the Issuer;
“CDS Account”	an account established in accordance with the rules of the CDS pursuant to the Securities (Central Depository, Clearing and Settlement) Act, 1996 of Mauritius, by the CDS for a depositor or a participant for the recording of the deposit or withdrawal of securities and for dealing in those securities by the depositor or the participant;
“CDS Rules”	the rules adopted by CDS and in force under the Securities Act 2005 of Mauritius and modified in accordance with Rule 3 thereof, to govern the use and the provision of the

Settlement Service (as defined in those rules), the Depository Service (as defined in those rules), and any other service provided from time to time by CDS, and includes their numbered divisions;

“Day Count Fraction”

in relation to a Tranche of Notes (where applicable) and the calculation of an amount for any period of time (the “**Calculation Period**”), the day count fraction specified as such in the Conditions or the Applicable Pricing Supplement and:

- (a) if “**Actual/365**”, “**Act/365**”, or “**Act/Act**” is so specified, the actual number of days in the Interest Period in respect of which payment is being made divided by 365 (three hundred and sixty-five) (or, if any portion of the Interest Period falls in a leap year, the sum of (i) the actual number of days in that portion of the Interest Period falling in a leap year divided by 366 (three hundred and sixty-six) and (ii) the actual number of days in that portion of the Interest Period falling in a non-leap year divided by 365 (three hundred and sixty-five));
- (b) if “**Actual/Actual (ICMA)**” is so specified:
 - (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of days in the Calculation Period divided by the product of (a) the actual number of days in such Regular Period and (b) the number of Regular Periods in any year; and
 - (ii) where the calculation Period is longer than one Regular Period, the sum of:
 - a. the actual number of days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (a) the actual number of days in such Regular Period and (b) the number of Regular Periods in any year; and
 - b. the actual number of days in such Calculation Period falling in the next Regular Period divided by the product of (a) the actual number of days in such Regular Period and

- (b) the number of Regular Periods normally ending in any year;
- (c) if “**Actual/Actual (ISDA)**” is so specified, the actual number of days in the Calculation Period divided by 365 (three hundred and sixty-five) (or, if any portion of the Calculation Period falls in a leap year, the sum of (a) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366 (three hundred and sixty-six) and (b) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365 (three hundred and sixty-five));
- (d) if “**Actual/365 (Fixed)**” is so specified, the actual number of days in the Calculation Period divided by 365 (three hundred and sixty-five);
- (e) if “**Actual/360**” is so specified, the actual number of days in the Calculation Period divided by 360 (three hundred and sixty);
- (f) if “**30/360**”, “**360/360**” or “**Bond Basis**” is so specified, the number of days in the Calculation period divided by 360 (three hundred and sixty), calculated on a formula basis as follows:

Day count fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the first day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the first day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period, unless such

number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period unless such number would be 31 and D1 is greater than 29 (twenty nine), in which case D2 will be 30;

- (g) if “**30E/360**” or “**Eurobond Basis**” is so specified, the number of days in the Calculation Period divided by 360 (three hundred and sixty), calculated on a formula basis as follows:

Day count fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period unless such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period unless such number would be 31, in which case D2 will be 30; and

- (h) if “**30E/360 (ISDA)**” is so specified, the number of days in the Calculation Period divided by 360 (three hundred and sixty), calculated on a formula basis as follows:

Day count fraction =

$$\frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“Y1” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y2” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M1” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M2” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D1” is the first calendar day, expressed as a number, of the Calculation Period unless (a) that day is the last day of February or (b) such number would be 31, in which case D1 will be 30; and

“D2” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period unless (a) that day is the last day of February but not the Maturity Date or (b) such number would be 31, in which case D2 will be 30;

“Dealers”

MCB Registry & Securities Ltd, Level 9, Sir William Newton Street, Port Louis, Mauritius, Tel: +230 202 5000, Email: mcbrcs@mcbcm.mu), unless the Issuer elects to appoint any other entity(ies) as dealer, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer’s right to terminate the appointment of any such dealer, as indicated in the Applicable Pricing Supplement;

“Default Rate”

in relation to a Tranche of Notes, the default rate specified as such in the Applicable Pricing Supplement;

“Disposals”

the sale, lease, transfer or other disposal by a person of any asset, undertaking or business (whether voluntary or involuntary and whether as a single transaction or a series of transactions);

“Dual Currency Notes”

Notes which pay interest in a base currency and the principal in a non-base currency or *vice versa* as indicated in the Applicable Pricing Supplement, subject to South African Exchange Control Regulations;

“Early Redemption Amount”	the amount as set out in Condition 7.6 (<i>Early Redemption Amounts</i>) at which the Notes will be redeemed by the Issuer pursuant to the provisions of Conditions 7.2 (<i>Redemption in the event that the Senior Notes are no longer listed on a Financial Exchange</i>), 7.3 (<i>Redemption for Tax Reasons</i>) and Condition 13 (<i>Events of Default</i>);
“Encumbrances”	<p>(a) any mortgage, pledge, lien or cession conferring security, hypothecation, security interests, preferential right or trust arrangement or other arrangement securing any obligation of any person;</p> <p>(b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person;</p> <p>(c) any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of security,</p> <p>and “Encumber” has a corresponding meaning and an “Encumbrance” shall be deemed to take place on the conclusion of the applicable agreement even if that agreement is subject to conditionality;</p>
“Event of Default”	any of the events described in Condition 13 (<i>Events of Default</i>);
“Exchangeable Notes”	Notes which may be redeemed by the Issuer in the manner indicated in the Applicable Pricing Supplement by the delivery to the Noteholders of cash or of so many of the Exchange Securities as is determined in accordance with the Applicable Pricing Supplement;
“Exchange Period”	in respect of Exchangeable Notes to which the Noteholders’ Exchange Right applies (as indicated in the Applicable Pricing Supplement), the period indicated in the Applicable Pricing Supplement during which that right may be exercised;
“Exchange Price”	the amount determined in the manner described in the Applicable Pricing Supplement, according to which the number of Exchange Securities which may be delivered in redemption of an Exchangeable Note will be determined;
“Exchange Securities”	the securities indicated in the Applicable Pricing Supplement which may be delivered by the Issuer in

	redemption of Exchangeable Notes to the value of the Exchange Price;
“Extendible Note”	any Note with a maturity of not more than 18 (eighteen) months, which entitles the Issuer to extend the Redemption Date to a pre-determined future date, as indicated in the Applicable Pricing Supplement;
“FSC”	the Financial Services Commission of Mauritius;
“Final Broken Amount”	in relation to a Tranche of Notes, the final broken amount specified as such in the Applicable Pricing Supplement;
“Final Redemption Amount”	the amount of principal specified in the Applicable Pricing Supplement payable in respect of a Tranche of Notes upon the Maturity Date;
“Financial Exchange”	the SEM and/or such other (or additional) financial exchanges as may be determined by the Issuer and the Relevant Dealer, subject to Applicable Law;
“Financial Indebtedness”	in respect of the Issuer, any indebtedness in respect of monies borrowed from any third party lender, including indebtedness in the form of bonds, notes and debentures, and (without double counting) guarantees, suretyships and indemnities (other than those given in the ordinary course of business) given, whether present or future, actual or contingent;
“Fixed Coupon Amount”	in relation to a Tranche of Fixed Rate Notes, the amount specified as such in the Applicable Pricing Supplement;
“Fixed Interest Payment Date”	in relation to a Tranche of Fixed Rate Notes, the date specified as such in the Applicable Pricing Supplement;
“Fixed Interest Period”	in relation to a Tranche of Fixed Rate Notes, the period from (and including) a Fixed Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date;
“Fixed Rate Notes”	Notes which will bear interest at the Fixed Rate of Interest, as indicated in the Applicable Pricing Supplement;
“Fixed Rate of Interest”	in relation to a Tranche of Notes, the fixed rate of interest specified as such in the Applicable Pricing Supplement and more fully described in Condition 39 (<i>Fixed Rate Notes</i>);
“Floating Rate Notes”	Notes which will bear interest at a floating rate, as indicated in the Applicable Pricing Supplement and more fully described in Condition 5.2 (<i>Floating Rate Notes and Indexed Interest Notes</i>);

“Higher Redemption Amount”	in relation to a Tranche of Notes, the higher redemption amount specified as such in the Applicable Pricing Supplement;
“IFRS”	the International Financial Reporting Standards and the interpretation of those standards as adopted by the International Accounting Standards Board from time to time and read with the requirements of Applicable Law;
“Implied Yield”	the yield accruing on the Issue Price of Zero Coupon Notes, as specified in the Applicable Pricing Supplement;
“Income Tax Act (Mauritius)”	the Income Tax Act, 1995 of Mauritius;
“Income Tax Act (South Africa)”	the Income Tax Act, 1962 of South Africa;
“Indexed Interest Notes”	Notes in respect of which the Interest Amount is calculated by reference to an index and/or a formula, as indicated in the Applicable Pricing Supplement;
“Index-Linked Notes”	an Indexed Interest Note or an Indexed Redemption Amount Note, as applicable;
“Indexed Redemption Amount Notes”	Notes in respect of which the Final Redemption Amount is calculated by reference to an index and/or formula, as indicated in the Applicable Pricing Supplement;
“Initial Broken Amount”	in relation to a Tranche of Notes, the initial broken amount specified as such in the Applicable Pricing Supplement
“Initial Issue”	the TPS01 Floating Rate Notes issued under the Programme for an aggregate nominal amount of up to USD51,000,000 in one or more Series, and offered by way of a private placement on the SEM
“Instalment Amount”	the amount expressed as a percentage of the Nominal Amount of an Instalment Note, being an instalment of principal (other than the final instalment) on an Instalment Note;
“Instalment Dates”	in relation to a Tranche of Instalment Notes, the dates specified as such in the Applicable Pricing Supplement;
“Instalment Notes”	Notes issued on the same date but redeemed in Instalment Amounts by the Issuer on an amortised basis on different Instalment Dates, as indicated in the Applicable Pricing Supplement;
“Interest Amount”	the amount of interest payable in respect of each Nominal Amount of Fixed Rate Notes, Floating Rate Notes, Indexed-

	Linked Notes and Other Notes (as applicable), as determined in accordance with Condition 5 (<i>Interest</i>);
“Interest Commencement Date”	the first date from which interest on the Notes (other than Zero Coupon Notes) will accrue, as specified in the Applicable Pricing Supplement;
“Interest Determination Date”	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
“Interest Payment Date”	in relation to a Tranche of Notes, the dates specified as such in the Applicable Pricing Supplement;
“Interest Period”	in relation to a Tranche of Notes, each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date, provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) the following Interest Payment Date, as specified or otherwise determined in accordance with the Applicable Pricing Supplement;
“Interest Rate” and “Rate of Interest”	the rate or rates of interest applicable to Notes other than Zero Coupon Notes as indicated in the Applicable Pricing Supplement;
“ISDA”	the International Swaps and Derivatives Association Inc.;
“ISDA Definitions”	the 2006 ISDA Definitions as published by ISDA, as specified in the Applicable Pricing Supplement;
“Issue Date”	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
“Issue Price”	in relation to a Tranche of Notes, the price specified as such in the Applicable Pricing Supplement;
“Issuer”	Tensai Property Services Limited incorporated in South Africa under registration number 2013/113717/06;
“Last Day to Register”	with respect to a particular Tranche of Notes, the days specified as such in the Applicable Pricing Supplement;
“LEC”	Listing Executive Committee of the SEM responsible for listing matters;
“Listing Rules”	the rules made by the SEM for the listing of securities on the Official Market (as defined in those rules) of the SEM;
“Mandatory Exchange”	in relation to a Tranche of Exchangeable Notes, the mandatory exchange specified as such in the Applicable Pricing Supplement;

“Margin”	in relation to a Tranche of Notes (where applicable), the margin specified as such in the Applicable Pricing Supplement;
“Margin Call Agreement”	the margin call agreement dated 24 April 2019 between the Issuer, Investec Bank Limited (acting through its Specialist Bank Division), Investec Bank (Mauritius) Limited and U Reit Holdings Proprietary Limited;
“Maturity Date”	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
“Mauritian Securities Act”	the Securities Act, 2005 of Mauritius;
“Mauritius”	the Republic of Mauritius;
“Minimum Redemption Amount”	in relation to a Tranche of Notes, the minimum redemption amount specified as such in the Applicable Pricing Supplement;
“Mixed Rate Notes”	Notes which will bear interest over respective periods at differing Interest Rates applicable to any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or Index-Linked Notes, each as indicated in the Applicable Pricing Supplement and as more fully described in Condition 5.3 (<i>Mixed Rate Notes</i>);
“Nominal Amount”	in relation to any Note, the total amount, excluding interest and any adjustments on account of any formula, owing by the Issuer under the Note;
“Noteholders”	the holders of the Notes as recorded in the Register;
“Noteholders’ Exchange Right”	if indicated as applicable in the Applicable Pricing Supplement, the right of Noteholders of Exchangeable Notes to elect to receive delivery of the Exchange Securities <i>in lieu</i> of cash from the Issuer upon redemption of those Notes;
“Notes”	the secured or unsecured notes issued or to be issued by the Issuer under the Programme pursuant to this Programme Memorandum;
“Outstanding”	in relation to the Notes, all the Notes issued other than: <ul style="list-style-type: none"> (a) those which have been redeemed in full; (b) those in respect of which the date for redemption in accordance with the Conditions has occurred and the redemption monies for those Notes (including all interest (if any) accrued on those Notes to the date for that redemption and any

interest (if any) payable under the Conditions after that date) remain available for payment;

- (c) those which have been purchased and cancelled as provided in Condition 7 (*Redemption and Purchase*);
- (d) those which have become prescribed under Condition 12 (*Prescription*);
- (e) those represented by mutilated or defaced Certificates which have been surrendered in exchange for replacement Certificates pursuant to Condition 9 (*Delivery, exchange and replacement of Certificates*);
- (f) (for the purpose only of determining how many Notes are Outstanding and without prejudice to their status for any other purpose) those Notes represented by Certificates alleged to have been lost, stolen or destroyed and in respect of which replacement Certificates have been issued pursuant to Condition 9 (*Delivery, exchange and replacement of Certificates*),

provided that for each of the following purposes:

- (i) the right to attend and vote at any meeting of the Noteholders; and
- (ii) the determination of how many and which Notes are for the time being Outstanding for the purposes of Conditions 16 (*Meetings of Noteholders*) and 17 (*Amendment of these Conditions*) and,

all Notes (if any) which are for the time being held by the Issuer (subject to Applicable Law) or by any person for the benefit of the Issuer and not cancelled shall (unless and until ceasing to be so held), be deemed not to be Outstanding;

“Optional Amount” **Redemption** in relation to a Tranche of Notes, the optional redemption amount specified as such in the Applicable Pricing Supplement;

“Ordinary Resolution” a resolution passed at a meeting of relevant Noteholders by a majority representing not less than 50% plus one vote of the value of the relevant Notes (being determined with reference to the total Outstanding Nominal Amount of the relevant Notes Outstanding held by such relevant Noteholders as it bears to the total Outstanding Nominal

Amount of all of the relevant Notes Outstanding), present in person or by proxy and voting at that meeting.

For purposes of this definition, “**relevant Noteholders**” refers to (a) all of the Noteholders or (b) holders of Notes of a particular Series of Notes or (c) holders of Notes of a particular ranking (such as Senior Notes or Subordinated Notes), as the case may be, depending on whether the matter under consideration affects the relevant holders’ rights under the relevant Notes or requires their approval in terms of the Conditions or Applicable Law, and “**relevant Notes**” refers to (a) all Notes, (b) Notes of a particular Series of Notes or (c) Notes of a particular ranking, as the case may be;

“Other Notes” or “Another Note” Notes which are not Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-Linked Notes, Dual Currency Notes, Instalment Notes, Partly Paid Notes, Exchangeable Notes, Extendible Notes or a combination of the foregoing Notes and which are of a type and have terms:

- (a) approved by the SEM or such other or further Financial Exchanges selected by the Issuer in respect of an issue of listed Notes; or
- (b) agreed between the Issuer and the Relevant Dealers in respect of unlisted Notes,

in each case as set out in the Applicable Pricing Supplement;

“Participant” a company, partnership, association, government or agency whose participation application to use the Depository Service or Settlement Service (each as defined in the CDS Rules) has been accepted, signed and delivered by CDS, and who continues to be, has been reinstated as or remains as a Participant, and where “**Participant**” is used in relation to a Service (as defined in the CDS Rules), means a Participant using that Service;

“Partly Paid Notes” Notes which are issued with the Issue Price partly paid and to be paid up fully by the Noteholder in instalments (as indicated in the Applicable Pricing Supplement). Partly Paid Notes will only be listed to the extent permitted by Applicable Law and the Listing Rules in effect at the time of the proposed issue;

“Paying Agent” MCB Registry & Securities Ltd, Level 9, Sir William Newton Street, Port Louis, Mauritius, Tel: +230 202 5000, Email: mcbrc@mcbcm.mu), unless the Issuer elects to appoint, in

relation to a particular Tranche or Series of Notes, another entity as paying agent in respect of that Tranche or Series of Notes;

“Permitted Encumbrance”	<p>(a) any Encumbrance existing as at the date of the Applicable Pricing Supplement; or</p> <p>(b) any Encumbrance the Issuer is required to create under the Margin Call Agreement;</p> <p>(c) any Encumbrance in favour of the Issuer with respect to inter-company Financial Indebtedness incurred between the Issuer and any Subsidiary; or</p> <p>(d) any Encumbrance created by operation of law in the ordinary course of business;</p>
“Programme”	the Tensai Property Services Limited USD250,000,000 Medium Term Note Programme under which the Issuer may from time to time issue Notes;
“Programme Agreement”	has the meaning given to it in the section headed <i>“Subscription and Sale”</i> ;
“Programme Amount”	the maximum aggregate outstanding Nominal Amount of all of the Notes that may be issued under the Programme at any one point in time, being the authorised amount of USD250,000,000 or such increased amount as is determined by the Issuer from time to time, subject to the Applicable Procedures, Applicable Law and the Programme Agreement, as set out in the section headed <i>“General Description of the Programme”</i> ;
“Programme Memorandum”	this document;
“Rating”	in relation to the Issuer, the Programme or a Tranche of Notes, the rating of the Issuer, the Programme or the Tranche of Notes, as applicable, granted by the Rating Agency, as specified in the Applicable Pricing Supplement, and where the Issuer, the Programme or a Tranche of Notes, as applicable, is rated by more than one Rating Agency, the lowest rating applied to the Issuer, the Programme or that Tranche of Notes, as applicable, will be deemed to be the applicable rating of the Issuer, the Programme or that Tranche of Notes, as applicable;
“Rating Agency”	subject to Applicable Law, an internationally-recognised rating agency as may be appointed by the Issuer from time to time;
“Redemption Date”	the date upon which the Notes are redeemed by the Issuer, whether by way of redemption on maturity in terms of Condition 7.1 (<i>Redemption at Maturity</i>) or redemption in

the event that the Senior Notes are no longer listed on a Financial Exchange in terms of Condition 7.2 (*Redemption in the event that the Senior Notes are no longer listed on a Financial Exchange*) or redemption for tax reasons in terms of Condition 7.3 (*Redemption for Tax Reasons*);

“Reference Banks”	five leading banks in the South African inter-bank market selected by the Calculation Agent;
“Reference Price”	in relation to a Tranche of Notes (where applicable), the price specified as such in the Applicable Pricing Supplement;
“Reference Rate”	in relation to a Tranche of Notes (where applicable), the rate specified as such in the Applicable Pricing Supplement;
“Register”	the register maintained by the Transfer Agent in terms of Condition 10 (<i>Register</i>);
“Regular Period”	<p>(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to, but excluding the first Interest Payment Date and, each successive period from and including one Interest Payment Date to, but excluding the next Interest Payment Date;</p> <p>(b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to, but excluding the next Regular Date, where “Regular Date” means the day and the month (but not the year) on which any Interest Payment Date falls; and</p> <p>(c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to, but excluding the next Regular Date, where “Regular Date” means the day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;</p>
“Relevant Date”	in respect of any payment relating to the Notes, the date on which that payment first becomes due, except that in relation to monies payable to the Paying Agent in

accordance with the Conditions, it means the first date on which (a) the full amount of those monies have been received by the Paying Agent, (b) those monies are available for payment to the Noteholders, and (c) notice to that effect has been duly given to those holders in accordance with the Applicable Procedures;

“Relevant Screen Page”	in relation to a Tranche of Notes (where applicable), the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the Applicable Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate;
“RMB”	Rand Merchant Bank, a division of FirstRand Bank Limited incorporated in South Africa under registration number 1929/001225/06 and registered as a bank in terms of the Banks Act;
“Securities Act”	the United States Securities Act of 1933;
“SEM”	the Stock Exchange of Mauritius Ltd (established under section 14 of the repealed Stock Exchange Act, 1988 of Mauritius);
“Senior Noteholders”	the Noteholders of Senior Notes;
“Senior Notes”	Notes issued with the status and characteristics set out in Condition 3.1 (<i>Senior Notes</i>);
“Series”	a Tranche of Notes together with any further Tranche or Tranches of Notes which are: <ul style="list-style-type: none"> (a) expressed to be consolidated and form a single series; and (b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices;
“South Africa”	the Republic of South Africa;
“South African Exchange Control Regulations”	the Exchange Control Regulations, 1961 of South Africa promulgated pursuant to the Currency and Exchanges Act, 1933 of South Africa;
“Special Resolution”	a resolution passed at a meeting of relevant Noteholders by a majority representing not less than 75% of the value of the relevant Notes (being determined with reference to

the total Outstanding Nominal Amount of the relevant Notes Outstanding held by such relevant Noteholders as it bears to the total Outstanding Nominal Amount of all of the relevant Notes Outstanding), present in person or by proxy and voting at that meeting.

For purposes of this definition, “**relevant Noteholders**” refers to (a) all of the Noteholders or (b) holders of Notes of a particular Series of Notes or (c) holders of Notes of a particular ranking (such as Senior Notes or Subordinated Notes), as the case may be, depending on whether the matter under consideration affects the relevant holders’ rights under the relevant Notes or requires their approval in terms of the Conditions or Applicable Law, and “**relevant Notes**” refers to (a) all Notes, (b) Notes of a particular Series of Notes or (c) Notes of a particular ranking, as the case may be;

“Specified Currency”	in relation to a Tranche of Notes, subject to Applicable Law and in the case of Notes listed on the Official Market of the SEM subject to the rules of the SEM, the currency specified in the Applicable Pricing Supplement;
“Specified Denomination”	in relation to each Note in a Tranche of Notes, the amount specified as such in the Applicable Pricing Supplement, save that the minimum denomination of each Note will be an amount as it allowed or required from time to time by the central bank or regulator or any Applicable Law applicable to the Notes;
“Specified Office”	in relation to each of the Issuer, the Arranger, the Calculation Agent, the Paying Agent, the Transfer Agent and the Sponsor, the address of its office as specified on the last page of this Programme Memorandum or in each case such other address as is notified by the relevant entity to the Noteholders in accordance with Condition 15 (<i>Notices</i>);
“Sponsor”	GB Capital, a company incorporated and duly licensed in Mauritius, bearing the registration number C159977, or such other sponsor as may be appointed by the Issuer subject to the approval of the SEM in accordance with the Applicable Procedures, as specified in the Applicable Pricing Supplement;
“Step-up Margin”	the margin to be added to the Interest Rate applicable to an Extendible Note and specified in the Applicable Pricing Supplement;
“Subordinated Indebtedness”	in the event of the dissolution of the Issuer or if the Issuer is wound up or placed in liquidation or business rescue, any

indebtedness of the Issuer, including any guarantee by the Issuer, under which the right of payment of the persons entitled to the payment is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated to the rights of all unsubordinated creditors of the Issuer;

“Subordinated Notes”	Notes issued with the status and characteristics set out in Condition 3.2 (<i>Subordinated Notes</i>);
“Subsidiary”	a subsidiary company as defined in section 3(1)(a) of the Companies Act, save that if a company would not be a subsidiary only because it is not a company incorporated under the Companies Act, but it is a company or other association of persons incorporated outside South Africa, then that company shall nevertheless be a “Subsidiary” ;
“Sub-unit”	with respect to any currency, the lowest amount of that currency that is available as legal tender in the country of that currency;
“Tranche”	in relation to any particular Series, all Notes which are identical in all respects (including as to listing);
“Transfer Agent”	MCB Registry & Securities Ltd, Level 9, Sir William Newton Street, Port Louis, Mauritius, Tel: +230 202 5000, (Email: mcbrs@mcbcm.mu), unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as transfer agent in respect of that Tranche or Series of Notes;
“Transfer Form”	the written form for the transfer of a Note in the form approved by the Transfer Agent and signed by the transferor and transferee;
“USD”	the lawful currency of the United States of America, being US dollars, or any successor currency;
“Zero Coupon Notes”	Notes which will be offered and sold at a discount to their Nominal Amount or at par and which will not bear interest other than in the case of late payment.

2. INTERPRETATION

- 2.1. Unless a contrary indication appears, any reference in this Programme Memorandum to:
- 2.1.1. any person shall be construed so as to include its successors in title, permitted cessionaries, assignees and transferees to, or of, its rights and/or obligations under the document to which that person is party;
 - 2.1.2. any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended or restated;

- 2.1.3. the use of the word "**including**" followed by specific examples will not be construed as limiting the meaning of the general wording preceding it, and the *eiusdem generis* rule must not be applied in the interpretation of that general wording or those specific examples;
- 2.1.4. a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- 2.1.5. a provision of a law, regulation or rule is a reference to that provision as amended or re-enacted; and
- 2.1.6. a time of day is a reference to Port Louis time.
- 2.2. Section and Condition headings are for ease of reference only.
- 2.3. Unless a contrary indication appears, a term used in any notice given under or in connection with this Programme has the same meaning in that notice as in this Programme Memorandum.
- 2.4. An Event of Default is "**continuing**" if it has not been remedied or waived.
- 2.5. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it appears only in an interpretation clause, effect shall be given to it as if it were a substantive provision of the relevant document.
- 2.6. Unless inconsistent with the context, an expression in any document which denotes the singular includes the plural and *vice versa*.
- 2.7. A reference to a "**section headed**" is to a section of this Programme Memorandum with that heading. A reference to a "**Condition**" is to that Condition in the Conditions.
- 2.8. The rule of construction that, in the event of ambiguity, a contract shall be interpreted against the party responsible for its drafting, shall not apply.
- 2.9. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.

RISK FACTORS

All potential investors must ensure that they read, engage with and fully understand the risk associated with investing in the Notes.

Capitalised terms used but not defined in this section have the meanings given to them in the Terms and Conditions unless otherwise indicated or where this would be clearly inappropriate from the context.

The Issuer believes that the factors described below, which are not set out in any particular order, represent key risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it, or which it may not currently be able to anticipate. Some risks are not yet known and some that are not currently deemed material could later turn out to be material. Accordingly, the Issuer does not represent that the statements below regarding the risks of holding of any Notes are exhaustive.

All of these risks could materially affect the Issuer, its reputation, business, the results of its operations and its overall financial condition.

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 investor.

Investors contemplating making an investment in the Notes should determine their own investment objectives and experience, and any other factors which may be relevant to them in connection with such investment.

RISK ASSOCIATED WITH THE NOTES

1. RISKS RELATING TO THE ISSUER'S BUSINESS

For further information on risks facing the Issuer's business and the measures in place to mitigate these risks, please refer to section of this Programme Memorandum headed "Description of the Issuer".

2. RISKS RELATING TO THE ISSUER'S INDUSTRY

The Issuer's main asset is shares in EPP N.V ("EPP"). Accordingly, the Issuer has large exposure to risks affecting EPP's business, which have been identified as follows:

- 2.1 **Market value of the portfolio:** Significant decreases in estimated rental value and rent growth would result in significantly lower fair value of the portfolio. This is mitigated through active asset management, to include ensuring high occupancy levels, proactive asset and property management through internally-generated information management systems, contractual leases with financially sound tenants, geographic diversity, tenant mix and active tenant assistance programme and staggering of major lease expiries.
- 2.2 **Liquidity risk.** This is mitigated through bank deposits and loans monitoring the available cash position on a daily basis, the continuing analysis of cash requirements,

having a dedicated team in place to actively manage the financing needs of the fast-growing business and closely monitoring loan-to-value ratios.

- 2.3 **Interest rate risk.** This is mitigated through interest rate swaps and having a hedging policy in place.
- 2.4 **Credit risk.** This is mitigated through an assessment of tenants according to group criteria prior to entering into lease arrangements, requiring tenants to pay rentals in advance and present security of liabilities, assessment of credit quality of tenant based on a credit rating scorecard, regular monitoring of outstanding tenants' receivables, and the performance of impairment analyses at each reporting date.
- 2.5 **Development risk:** A delayed schedule for master planning, increased costs of construction and rental revenues below expectations may significantly impact the results of investments. This is mitigated through a partnership dialogue and cooperation with city authorities, providing assurance on positive social and urban impact of projects, having a development partner with long-term experience in both construction and development of commercial projects across Poland, appointing a development director for each project (supervised by an EPP technical director) and updating cost assessments on current market conditions.
- 2.6 **E-commerce:** Certain tenant sales may reduce due to increased online sales. This is mitigated through the asset management team focusing on improving customer experience by increasing food and beverage and the attractiveness of leisure areas.
- 2.7 **Loss of key skills:** This is mitigated through skills development and training, seeking to be an employer of choice, competitive remuneration, and long-term share incentive scheme for executive team members.
- 2.8 **Profitability:** Increased operational costs could impact profitability. This is mitigated through the internalisation of property and facility management enabling full control of property management process, operational control of budget performance, structuring lease agreements with operational costs recharged to tenants and green building certification.
- 2.9 **Attractive retail centres:** There is a requirement for constant maintenance to meet the latest standards. Poor maintenance could lead to undesirable environments which could reduce footfall. This is mitigated through putting professional and technical teams in place to ensure a long-term maintenance plan is budgeted and executed and that each centre is overseen by an asset manager and supervised by the head of retail.
- 2.10 **Tax compliance:** This is mitigated through engagement with external specialist tax advisors, monitoring the efficiency of the tax strategy across the group's operating structures and engagement with external legal advisors in each jurisdiction in which EPP operates.
- 2.11 **Non-compliance with laws and regulations:** This is mitigated through the regular assessment of new legislation that may impact the group by management and the board, assisted by the company secretary and internal legal department. New legislation initiatives and other regulatory changes are monitored at an early stage by team members supported by external advisors, in each jurisdiction of operation.

For further information on risks relating to the Issuer's industry and investments, see the "Rode Property Report on the South African Property Market" (available at <http://rode.co.za/rodes-report-south-african-property-market>) as well as the section of this Programme Memorandum headed "Description of the Issuer".

3. THE NOTES MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- 3.1. have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Programme Memorandum or any applicable supplement;
- 3.2. have access to and knowledge of appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such an investment will have on its overall investment portfolio;
- 3.3. have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes;
- 3.4. understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- 3.5. be able to evaluate (either alone or with the help of a financial and legal advisor) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

The Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as standalone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial and legal advisor) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor's overall investment portfolio.

4. THERE IS NO ACTIVE TRADING MARKET FOR THE NOTES

The Notes issued under the Programme Memorandum will be new securities which may not be widely distributed and for which there is currently no active trading market. While application may be made for the Notes to be traded on the Official List of the SEM or on such other Financial Exchanges as may be determined by the Issuer, there can be no assurance that the Issuer will be able to maintain those listings or that a trading market will develop for the Notes. If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price depending upon prevailing interest rates, the market for similar securities, general political and economic conditions, the condition of the financial sector, the financial condition of the Issuer, the Issuer's financial performance and future prospects.

5. THE NOTES MAY BE REDEEMED PRIOR TO MATURITY

In the event that the Issuer is obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of any taxes, the Issuer may redeem all outstanding Notes in accordance with the Terms and Conditions.

In addition, if the Terms and Conditions provide that Notes are in certain circumstances redeemable prior to the Maturity Date, the Notes may be redeemed at times when prevailing interest rates may be relatively low. In those circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

6. RISKS RELATED TO NOTES GENERALLY

6.1. Change of law

No assurance can be given as to the impact of any possible judicial decision or change to South African law, Mauritian law or the law of any other jurisdiction or administrative practice after the listing of the Notes.

6.2. Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations or review or regulation by certain authorities. Each potential investor should consult its legal advisors to determine whether and to what extent (i) Notes are legal investments for it, (ii) Notes can be used as collateral for various types of borrowing and (iii) other restrictions apply to its purchase or pledge of or provision of a security interest over any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

6.3. South African exchange control

Foreign derived loan capital or equity capital may be introduced into South Africa through a formal system of exchange control as summarised in the section of this Programme Memorandum headed "*South African Exchange Control*". However, unless the prior approval of the South African Reserve Bank has been obtained the proceeds from the sale of assets in South Africa owned by a non-resident are not remittable to the non-resident.

7. FINANCIAL MARKETS

A prospective investor of the Notes should be aware of the prevailing and widely-reported global credit market conditions in terms of which there is a general lack of liquidity in the secondary markets for instruments similar to the Notes. The Issuer cannot predict if and when these circumstances will change and if and when they do, whether conditions of general market illiquidity for the Notes and instruments similar to the Notes will return in future.

FORM OF THE NOTES

Notes will be issued in accordance Applicable Law and the Issuer's constitutional documents.

Registered Notes

A Tranche of Notes may be issued in the form of listed or unlisted registered Notes, as specified in the Applicable Pricing Supplement.

A Tranche of registered Notes will be issued in certificated form or in uncertificated, inscribed form as specified in the Applicable Pricing Supplement.

Notes issued in certificated form

A Tranche of Notes may, subject to Applicable Law, be issued in certificated form.

Notes issued in certificated form will be represented by Certificates in the form appended to the Agency Agreement and those Certificates shall constitute proof of ownership of the rights to Notes to which they refer.

Notes issued in uncertificated, inscribed form

A Tranche of Notes may, subject to Applicable Law and the Applicable Procedures, be issued in uncertificated, inscribed form.

Notes issued in uncertificated, inscribed form will be allotted to each successful applicant for those Notes by way of a direct credit to each Noteholder's CDS Account.

Applicants for the Notes to be issued in uncertificated, inscribed form who do not have a CDS Account will be required to open a CDS Account.

Where Notes are issued in uncertificated, inscribed form, successful applicants for those Notes will be issued with an allotment letter to confirm the allotment to them of the Notes for which they have subscribed. Legal ownership of Notes in uncertificated, inscribed form will be reflected in book entries recorded by the Transfer Agent in the Register. The Register shall constitute definitive evidence of the title of a Noteholder to the number of Notes shown against his name in the Register. The Register of Noteholders is to be kept by the Transfer Agent in accordance with Condition 10 (*Register*).

Where the Notes are listed on the Official Market of the SEM, legal ownership of the Notes will be reflected in book entries recorded by the CDS and those records shall constitute definitive evidence of the title of a Noteholder to the number of Notes shown in its CDS Account.

The holder of a Note in uncertificated, inscribed will be entitled to exchange that Note for a Note represented by a Certificate in accordance with Condition 9 (*Delivery, exchange and replacement of Certificates*).

TERMS AND CONDITIONS OF THE NOTES

The following are the Conditions of the Notes. These Conditions will be incorporated by reference into each Note. A Tranche of Notes will be issued on and subject to these Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

Before the Issuer issues a Tranche of listed Notes it shall complete, sign and deliver to the SEM or such other or further Financial Exchanges and the CDS, a pricing supplement based on the pro forma Applicable Pricing Supplement included as Annexure A to this Programme Memorandum setting out details of those Notes.

1. ISSUE

- 1.1. The Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranches of Notes pursuant to the Programme, provided that the aggregate outstanding Nominal Amount of all of the Notes issued under the Programme from time to time does not exceed the Programme Amount.
- 1.2. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on and subject to the applicable Conditions of that Tranche of Notes. The applicable Conditions of a Tranche of Notes are the Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes.
- 1.3. The applicable Conditions of a Tranche of Notes are incorporated by reference into the Certificates (if any) representing the Notes in that Tranche. The Applicable Pricing Supplement relating to a Tranche of Notes issued in certificated form will be attached to the Certificates representing the Notes in that Tranche.

2. FORM AND DENOMINATION

2.1. General

- 2.1.1. A Tranche of Notes may be issued in the form of listed or unlisted registered Notes, as specified in the Applicable Pricing Supplement.
- 2.1.2. Each Note may be a Fixed Rate Note, Floating Rate Note, Mixed Rate Note, Zero Coupon Note, Index-Linked Note, Dual Currency Note, Instalment Note, Partly Paid Note, Exchangeable Note, Extendible Note, a combination of the foregoing Notes and/or Another Note, as specified in the Applicable Pricing Supplement.
- 2.1.3. All payments in relation to the Notes will be made in the Specified Currency. Each Note will be issued in the Specified Denomination.
- 2.1.4. A Tranche of Notes may be listed on the Official Market of the SEM or on such other or further Financial Exchanges as may be determined by the Issuer and the Dealers, subject to Applicable Law.
- 2.1.5. Unlisted Notes may also be issued under the Programme.

2.2. Registered Notes

A Tranche of Notes may be issued in the form of listed or unlisted registered Notes, as specified in the Applicable Pricing Supplement.

A Tranche of registered Notes will be issued in certificated form as contemplated in Condition 2.2.1 (*Notes issued in certificated form*), or in uncertificated, inscribed form as contemplated in Condition 2.2.2 (*Notes issued in uncertificated, inscribed form*), as specified in the Applicable Pricing Supplement.

2.2.1. Notes issued in certificated form

2.2.1.1. A Tranche of Notes may, subject to Applicable Law, be issued in certificated form.

2.2.1.2. All Notes issued in certificated form will be represented by Certificates.

2.2.2. Notes issued in uncertificated, inscribed form

2.2.2.1. A Tranche of Notes may, subject to Applicable Law and the Applicable Procedures, be issued in uncertificated, inscribed form.

2.2.2.2. Each Tranche of Notes which is listed on the Official Market of the SEM must be issued in uncertificated, inscribed form in terms of the Listing Rules.

2.2.2.3. Notes issued in uncertificated, inscribed form will not be represented by any certificate or written instrument.

3. **STATUS OF NOTES**

3.1. Senior Notes

Senior Notes are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and (save for certain debts required to be preferred by law) equally with all other unsecured and unsubordinated obligations of the Issuer from time to time outstanding.

3.2. Subordinated Notes

3.2.1. Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer, save for those which have been accorded preferential rights by law.

3.2.2. Subject to Applicable Law, in the event of the Issuer commencing business rescue proceedings (whether voluntarily or otherwise) or in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation or wound-up, the claims of the persons entitled to payment of amounts due in respect of the Subordinated Notes shall be

subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness to the extent that, in any such event and provided as stated in this clause 3.2.2, no amount shall be eligible for setting-off or shall be payable to any or all of the persons entitled to payment of amounts due in respect of the Subordinated Notes in respect of the obligations of the Issuer under those Notes until all other indebtedness of the Issuer which is admissible in any such business rescue, dissolution, insolvency or winding-up (other than Subordinated Indebtedness) has been paid or discharged in full.

4. **NEGATIVE PLEDGE**

- 4.1. So long as any Tranche of the Senior Notes remains Outstanding, the Issuer undertakes that it shall not create or permit the creation of any Encumbrances, other than Permitted Encumbrances, over any of its present or future business undertakings, assets or revenues to secure any present or future Financial Indebtedness (save for those which have been accorded a preference by law) without at the same time securing all Senior Notes equally and rateably with that Financial Indebtedness or providing such other security as may be approved by Special Resolution of the Senior Noteholders (unless the provision of any such security is waived by a Special Resolution of the Senior Noteholders).
- 4.2. Any Disposal by the Issuer must be made on (a) an arm's length basis in the ordinary course of business, (b) on commercially reasonable terms and (c) in accordance with normal market practice. A securitisation, concluded in accordance with law and regulation, will be regarded as a transaction conducted in accordance with normal market practice, provided that the proceeds of that securitisation or like arrangement are utilised in the ordinary course of the Issuer's business and that those proceeds are not utilised to make any "distribution" as defined in the Companies Act.
- 4.3. The Issuer shall be entitled, but not obliged, to form, or procure the formation of, a trust or special purpose company (or more than one), or appoint, or procure the appointment of, an agent or agents to hold any such rights of security (as described in Condition 4.1 above) for the benefit or on behalf of the Senior Noteholders.

5. **INTEREST**

If the Applicable Pricing Supplement so specifies, the Notes of a Tranche will bear interest from the Interest Commencement Date at the Interest Rates specified in or determined in accordance with the Applicable Pricing Supplement and that interest will be payable in respect of each Interest Period on the Interest Payment Dates specified in the Applicable Pricing Supplement. The interest payable on the Notes of any Tranche for a period other than a full Interest Period shall be determined in accordance with the Applicable Pricing Supplement.

5.1. Fixed Rate Notes

Each Fixed Rate Note bears interest on its outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement at the rates per annum equal to the Fixed Rate of Interest so specified, payable in arrear on the Fixed Interest Payment Dates in each year up to and including the Maturity Date.

The first payment of interest will be made on the first Fixed Interest Payment Date which falls after the Interest Commencement Date.

Except as provided in the Applicable Pricing Supplement, the amount of interest payable per Note on each Fixed Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) that date will amount to the Fixed Coupon Amount, provided that:

- 5.1.1. if an Initial Broken Amount is specified in the Applicable Pricing Supplement, then the first Interest Amount shall equal the Initial Broken Amount specified in the Applicable Pricing Supplement; and
- 5.1.2. if a Final Broken Amount is specified in the Applicable Pricing Supplement, then the final Interest Amount shall equal the Final Broken Amount.

If interest is required to be calculated for a period other than a Fixed Interest Period, that interest shall be calculated by applying the Fixed Rate of Interest to each Specified Denomination, multiplying that sum by the applicable Day Count Fraction (as specified in the Applicable Pricing Supplement) and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency (half such Sub-unit being rounded upwards or otherwise in accordance with applicable market convention).

5.2. Floating Rate Notes and Indexed Interest Notes

Interest Payment Dates

Each Floating Rate Note and Indexed Interest Note bears interest on its outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement, and such interest will be payable in arrear on the Interest Payment Dates in each year specified in the Applicable Pricing Supplement. That interest will be payable in respect of each Interest Period.

The first payment of interest will be made on the first Interest Payment Date which falls after the Interest Commencement Date.

Rate of Interest

The Rate of Interest payable from time to time in respect of the Floating Rate Notes and Indexed Interest Notes will be determined in the manner specified in the Applicable Pricing Supplement.

Minimum and/or Maximum Rate of Interest

If the Applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the above provisions is less than that Minimum Rate of Interest, the Rate of Interest for that Interest Period shall be that Minimum Rate of Interest. If the Applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the above

provisions is greater than that Maximum Rate of Interest, the Rate of Interest for that Interest Period shall be that Maximum Rate of Interest.

Determination of Rate of Interest and Calculation of Interest Amount

The Calculation Agent, in the case of Floating Rate Notes and Indexed Interest Notes will at, or as soon as is practicable after, each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the Interest Amount payable in respect of each Floating Rate Note and Indexed Interest Note in respect of each Specified Denomination for the relevant Interest Period, and the Calculation Agent shall notify the Issuer of the Rate of Interest for the relevant Interest Period as soon as is practicable after calculating that rate. Each Interest Amount shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying that sum by the applicable Day Count Fraction (as specified in the Applicable Pricing Supplement) and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency (half a Sub-unit being rounded upwards or otherwise in accordance with applicable market convention).

Interest Determination, Screen Rate Determination including fallback provisions

ISDA Determination

Where ISDA Determination is specified in the Applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph, “**ISDA Rate**” for an Interest Period means a rate equal to the Floating Rate that would be determined by such agent as is specified in the Applicable Pricing Supplement under an interest rate swap transaction if that agent were acting as Calculation Agent for that swap transaction under the terms of an agreement incorporating the most recent ISDA Definitions and under which:

- 5.2.1. the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- 5.2.2. the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- 5.2.3. the relevant Reset Date is the date specified in the Applicable Pricing Supplement.

For the purposes of the above sub-paragraph “**Floating Rate**”, “**Floating Rate Option**”, “**Designated Maturity**” and “**Reset Date**” have the meanings given to those terms in the ISDA Definitions specified in the Applicable Pricing Supplement.

Screen Rate Determination

Where Screen Rate Determination is specified in the Applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject to the provisions below, be:

- 5.2.4. if the Relevant Screen Page is available,
 - 5.2.4.1. the offered quotation (if only one quotation appears on the screen page); or
 - 5.2.4.2. the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage per annum) for the Reference Rate which appears on the Relevant Screen Page as at 11h00 (or as otherwise specified in the Applicable Pricing Supplement) on the Interest Determination Date in question plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of those quotations) and the lowest (or, if there is more than one such lowest quotation, one only of those quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations; or
- 5.2.5. if the Relevant Screen Page is not available or if, in the case of Condition 5.2.4.1 above, no such offered quotation appears or, in the case of Condition 5.2.4.2 above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request the principal Johannesburg office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11h00 on the Interest Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent; or
- 5.2.6. if the Rate of Interest cannot be determined by applying the provisions of Conditions 5.2.4 and 5.2.5 above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which those banks offered, at approximately 11h00 on the relevant Interest Determination

Date, deposits in an amount approximately equal to the nominal amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate to prime banks in the Johannesburg inter-bank market plus or minus (as appropriate) the Margin (if any). If fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Rate of Interest for the relevant Interest Period will be determined by the Calculation Agent as the arithmetic mean (rounded as provided above) of the rates for deposits in an amount approximately equal to the nominal amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate, quoted at approximately 11h00 on the relevant Interest Determination Date, by the Reference Banks plus or minus (as appropriate) the Margin (if any). If the Rate of Interest cannot be determined in accordance with the preceding provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

Alternatively, the methodology for determining the Rate of Interest from time to time in respect of Floating Rate Notes may be specified in the Applicable Pricing Supplement.

Notification of Rate of Interest and Interest Amount

The Issuer will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be notified to the SEM and the CDS and/or every other relevant Financial Exchange on which the Notes are listed as soon as possible after their determination but in any event no later than the fourth Business Day after determination. Each Interest Amount and Interest Payment Date so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period. Any such amendment will be promptly notified to the SEM, the CDS and/or every other relevant Financial Exchange on which the Notes are listed and to the Noteholders in accordance with Condition 15 (*Notices*).

Certificates to be Final

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of Condition 5.2 (*Floating Rate Notes and Indexed Interest Notes*), by the Calculation Agent shall (in the absence of wilful deceit, bad faith or manifest error or proven error) be binding on the Issuer and all Noteholders, and in the absence as previously stated, no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

5.3. Dual Currency Interest Notes

In the case of Dual Currency Interest Notes, the Interest Rate or Interest Amount payable shall be determined in the manner specified in the Applicable Pricing Supplement.

5.4. Mixed Rate Notes

The Interest Rate payable from time to time on Mixed Rate Notes shall be the Interest Rate payable on the form of interest-bearing Note (be it a Fixed Rate Note or Floating Rate Note, Index-Linked Note or Dual Currency Note) specified for each respective period, each as specified in the Applicable Pricing Supplement. During each such applicable period, the Interest Rate on the Mixed Rate Notes shall be determined and fall due for payment on the basis that those Mixed Rate Notes are Fixed Rate Notes, Floating Rate Notes, Index-Linked Notes or Dual Currency Notes, as the case may be.

5.5. Interest on Index-Linked Notes

In the case of Index-Linked Notes, if the Interest Rate or Final Redemption Amount falls to be determined by reference to an index and/or a formula, that rate or amount payable shall be determined in the manner specified in the Applicable Pricing Supplement. Any interest payable shall fall due for payment on the Interest Payment Dates.

5.6. Interest on Partly Paid Notes

In the case of Partly Paid Notes (other than Partly Paid Notes which are Zero Coupon Notes), interest will accrue on the paid-up Nominal Amount of those Notes and otherwise as specified in the Applicable Pricing Supplement.

5.7. Interest on Instalment Notes

In the case of Instalment Notes, interest will accrue on the amount outstanding on the relevant Note from time to time and otherwise as specified in the Applicable Pricing Supplement.

5.8. Interest on Extendible Notes

If the Redemption Date of Extendible Notes is extended by the Issuer, the Interest Rate in respect of the Nominal Amount Outstanding will be increased by the Step-up Margin from (and including) the Redemption Date to (but excluding) the extended Redemption Date.

5.9. Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of that Note) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation of the Note, payment of principal is improperly withheld or refused. In that event, interest will continue to accrue at the Default Rate specified in the Applicable Pricing Supplement until the date on which all amounts due in respect of that Note have been paid, or, in respect of uncertificated, inscribed Notes, the date on which the full amount of the money payable has been received by the CDS and/or the Participants and notice to that effect has been given to Noteholders in accordance with Condition 15 (*Notices*).

5.10. Business Day Convention

If any Interest Payment Date or other date which is specified in the Applicable Pricing Supplement as being subject to adjustment in accordance with a Business Day Convention, falls on a day that is not a Business Day, then, if the Business Day Convention specified is:

- 5.10.1. the “**Floating Rate Business Day Convention**”, that Interest Payment Date or other date shall be postponed to the next day which is a Business Day unless it would as a result fall into the next calendar month, in which event (a) that Interest Payment Date or other date shall be brought forward to the first preceding Business Day and (b) each subsequent Interest Payment Date or other date shall be the last Business Day in the month which falls the number of months, or other period specified as the Interest Period in the Applicable Pricing Supplement, after the preceding applicable Interest Payment Date or other date has occurred; or
- 5.10.2. the “**Following Business Day Convention**”, that Interest Payment Date or other date shall be postponed to the next day which is a Business Day; or
- 5.10.3. the “**Modified Following Business Day Convention**”, that Interest Payment Date or other date shall be postponed to the next day which is a Business Day unless it would as a result fall into the next calendar month, in which event that Interest Payment Date or other such date shall be brought forward to the first preceding Business Day; or
- 5.10.4. the “**Preceding Business Day Convention**”, that Interest Payment Date or other date shall be brought forward to the first preceding Business Day.

6. **PAYMENTS**

6.1. General

- 6.1.1. Where any amounts are due and payable under the Senior Notes, those amounts shall be settled in full before any amounts are paid under the Subordinated Notes.
- 6.1.2. Payments of principal and/or interest on a Certificate shall be made to the Transfer Agent, who will in turn, acting on behalf of the Issuer in accordance with the terms and conditions of the Agency Agreement, make payment to the registered holder of that Note as set forth in the Register on the close of business on the Last Day to Register, unless otherwise, specified in the Applicable Pricing Supplement. In addition to the above, in the case of a final redemption payment, the holder of the Certificate shall be required, at least seven days prior to the Maturity Date, to surrender that Certificate at the offices of the Transfer Agent. No payment in respect of the final redemption of a Note issued in certificated form shall be made until 10 days after the date on which the Certificate in respect of the Note to be redeemed has been surrendered to the Issuer.

6.1.3. Payments of principal and/or interest in respect of uncertificated, inscribed Notes shall be made to the Paying Agent and/or the Participants, as shown in the Register on the Last Day to Register, and the Issuer will be discharged by proper payment to the Paying Agent and/or the Participants in respect of each amount so paid. Each of the persons shown in the records of the Paying Agent and the Participants, as the case may be, shall look solely to the Paying Agent or the Participant, as the case may be, for his share of each payment so made by the Issuer to the registered holder of such uncertificated, inscribed Notes.

6.2. Method of Payment

6.2.1. Payments of interest and principal will be made in the Specified Currency by credit or transfer, by means of electronic settlement, to the account designated for the purpose by the Noteholder.

6.2.2. In the case of joint Noteholders, payment by electronic funds transfer will be made to the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Notes.

6.2.3. If the Issuer is prevented or restricted directly or indirectly from making any payment by electronic funds transfer in accordance with the preceding paragraph (whether by reason of strike, lockout, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or disturbances, cessation of labour, government interference or control or any other cause or contingency beyond the control of the Issuer), the Issuer shall make that payment by cheque marked "not transferable" (or by such number of cheques as may be required in accordance with applicable banking law and practice to make payment of any such amounts). Payments by cheque shall be sent by post to the address of the Noteholder as set forth in the Register or, in the case of joint Noteholders, the address set forth in the Register of the first-named Noteholder of that Note.

6.2.4. Each cheque shall be made payable to the relevant Noteholder or, in the case of joint Noteholders, the first one of them named in the Register. Cheques may be posted by ordinary post, provided that neither the Issuer nor the Transfer Agent shall be responsible for any loss in transmission, and the postal authorities shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this Condition 6.2.

6.2.5. Payments will be subject in all cases to any fiscal or other laws, directives and regulations applicable to those payments in the place of payment, but without prejudice to the provisions of Condition 8 (*Taxation*).

6.3. Payment day

If the date for payment of any amount in respect of any Note is not a Business Day, the holder of that Note shall not be entitled to payment until the next following Business Day in the relevant place and shall not be entitled to further interest or other payment in respect of that delay.

6.4. Interpretation of Principal and Interest

Any reference in these Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

- 6.4.1. any additional amounts which may be payable with respect to principal under Condition 8 (*Taxation*);
- 6.4.2. the Final Redemption Amount of the Notes or the Early Redemption Amount of the Notes, as the case may be;
- 6.4.3. the Optional Redemption Amounts (if any);
- 6.4.4. in relation to Instalment Notes, the Instalment Amounts;
- 6.4.5. in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 7.6.3); and
- 6.4.6. any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes, but excluding for the avoidance of doubt, interest.

Any reference in these Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 8 (*Taxation*).

7. REDEMPTION AND PURCHASE

7.1. Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer in the Specified Currency at its Final Redemption Amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement on the Maturity Date.

7.2. Redemption in the event that the Senior Notes are no longer listed on a Financial Exchange

- 7.2.1. If the relevant Tranche of Senior Notes listed on the Official Market of the SEM or such other or additional Financial Exchanges is no longer listed on a Financial Exchange for a period of more than 10 (ten) days, each Senior Noteholder shall have the option to request the redemption of his/her Senior Notes by the Issuer.
- 7.2.2. Promptly upon the Issuer becoming aware that the relevant Tranche of Senior Notes listed on the Official Market of the SEM or such other or additional Financial Exchanges is no longer listed on a Financial Exchange for a period of more than 10 (ten) days, the Issuer shall give notice to the

Senior Noteholders in accordance with Condition 15 (*Notices*) specifying the nature of that event and the circumstances giving rise to it, and the procedure for exercising the option contemplated in Condition 7.2.1.

- 7.2.3. Upon receipt by the Senior Noteholders of the notice referred to in Condition 7.2.2, each Senior Noteholder shall have 14 (fourteen) days after receipt to exercise its option contemplated in Condition 7.2.1 to redeem those Senior Note, after which that option shall expire.
- 7.2.4. Each Senior Noteholder electing to exercise its option to redeem shall exercise that option by delivering a written notice, in terms of Condition 15 (*Notices*), to the Issuer to that effect. A failure by a Senior Noteholder to deliver a notice to redeem in the 14 (fourteen) day period described in Condition 7.2.3 shall be deemed to be an election by such Senior Noteholder not to exercise the option set out in Condition 7.2.1.
- 7.2.5. Upon receipt by the Issuer of the notice in Condition 7.2.4, the Issuer shall redeem the relevant Senior Notes at the Early Redemption Amount together with accrued interest (if any). Redemption shall occur on the next Interest Payment Date following the event unless that Interest Payment Date falls within 60 (sixty) days after the close of the 14 (fourteen) day period referred to in Condition 7.2.3, in which case the Issuer shall redeem the relevant Senior Notes on the second Interest Payment Date following the event, provided that in each case the relevant Senior Notes shall not be redeemed later than their Maturity Date.

7.3. Redemption for Tax Reasons

Notes may be redeemed at the option of the Issuer, at any time (in the case of Notes other than Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes having an Interest Rate then determined on a floating or indexed basis) or on any Interest Payment Date (in the case of Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes), on giving not less than 30 nor more than 60 calendar days' irrevocable notice to the Noteholders prior to that redemption, in accordance with Condition 15 (*Notices*), if the Issuer, immediately prior to the giving of that notice, is of the reasonable opinion that:

- 7.3.1. as a result of any change in or amendment to the laws or regulations of South Africa or any political sub-division of or any authority in or of South Africa having power to tax, or any change or amendment which becomes effective after the relevant Issue Date, the Issuer would be required to pay additional amounts as provided or referred to in Condition 8 (*Taxation*); and
- 7.3.2. the requirement cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 (ninety) calendar days prior to the earliest date on which the Issuer would be obliged to pay those additional amounts were a payment in respect of the Notes then due. Notes

may be redeemed by the Issuer in accordance with this Condition 7.3 in whole or in part. A redemption in part may be effected by the Issuer:

- 7.3.3. notwithstanding that that partial redemption may not entirely avoid the obligation to pay additional amounts as provided for or referred to in Condition 8 (*Taxation*); and
- 7.3.4. *mutatis mutandis* in the manner described in Condition 7.4 (*Redemption at the Option of the Issuer*), provided that the references to the giving of notice in that Condition and to the Minimum Redemption Amount and the Higher Redemption Amount (both as specified in the Applicable Pricing Supplement) in that Condition shall be disregarded for these purposes.

Notes redeemed for tax reasons pursuant to this Condition 7.3 will be redeemed at their Early Redemption Amount referred to in Condition 7.6 (*Early Redemption Amounts*) together (if appropriate) with interest accrued from (and including) the immediately preceding Interest Payment Date to (but excluding) the date of redemption or as specified in the Applicable Pricing Supplement.

7.4. Redemption at the Option of the Issuer

If the Issuer is specified in the Applicable Pricing Supplement as having an option to redeem, the Issuer may, having given not less than 30 nor more than 60 calendar days' irrevocable notice to the Noteholders in accordance with Condition 15 (*Notices*), redeem all or some of the Notes (to which that Applicable Pricing Supplement relates) then Outstanding on the Optional Redemption Dates and at the Optional Redemption Amounts specified in, or determined in the manner specified in, the Applicable Pricing Supplement, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Dates.

Any such redemption must be of a Nominal Amount equal to the Minimum Redemption Amount or a Higher Redemption Amount, both as indicated in the Applicable Pricing Supplement.

In the case of a partial redemption of Notes, the Notes to be redeemed ("**Redeemed Notes**") will be selected individually by lot, in the case of Redeemed Notes represented by Certificates, and in accordance with the Applicable Procedures in the case of Redeemed Notes which are in uncertificated, inscribed form, and in each case not more than 60 calendar days prior to the date fixed for redemption (that date of selection, the "**Selection Date**").

In the case of Redeemed Notes represented by Certificates, a list of the serial numbers of those Redeemed Notes will be published in accordance with Condition 15 (*Notices*) not less than 30 calendar days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes represented by Certificates shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Certificates outstanding bears to the aggregate Nominal Amount of the Notes outstanding, in each case on the Selection Date, provided that that first mentioned Nominal Amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination and the aggregate Nominal

Amount of Redeemed Notes which are in uncertificated, inscribed form shall be equal to the balance of the Redeemed Notes. No exchange of the relevant uncertificated, inscribed Notes will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this sub-paragraph, and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 15 (*Notices*) at least ten calendar days prior to the Selection Date.

Holders of Redeemed Notes shall surrender the Certificates, if any, representing the Notes in accordance with the provisions of the notice given to them by the Issuer as contemplated above. Where only a portion of the Notes represented by those Certificates is redeemed, the Transfer Agent shall deliver new Certificates those Noteholders in respect of the balance of the Notes.

7.5. Redemption at the Option of the Senior Noteholders

If Senior Noteholders are specified in the Applicable Pricing Supplement as having an option to request the redemption of Notes, those Senior Noteholders may exercise that option in respect of those Notes represented by Certificates by delivering to the Transfer Agent, in accordance with Condition 15 (*Notices*), a duly executed notice ("**Put Notice**") in unaltered form, at least 30 calendar days but not more than 60 calendar days, prior to the Optional Redemption Date.

Where redemption in part has been permitted in the Applicable Pricing Supplement, the redemption amount specified in the Put Notice in respect of any such Note must be of a Nominal Amount equal to or greater than the Minimum Redemption Amount or equal to or less than the Higher Redemption Amount, each as indicated in the Applicable Pricing Supplement.

The redemption by the Senior Noteholders of uncertificated, inscribed Notes shall take place in accordance with the Applicable Procedures.

The Issuer shall proceed to redeem the Senior Notes in respect of which the option to redeem has been exercised in accordance with the terms of the Applicable Pricing Supplement, at the Optional Redemption Amount and on the Optional Redemption Date, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Dates.

In the event that the redeeming Noteholder is the holder of a Certificate, then that Senior Noteholder shall (attached to the Put Notice) deliver the Certificate to the Transfer Agent at least one Business Day prior to the Optional Redemption Date, for cancellation, failing which the Put Notice shall be invalid. A holder of a Certificate shall in that holder's Put Notice specify a bank account in Mauritius into which the redemption payment amount is to be paid.

The delivery of Put Notices shall be required to take place during normal office hours to the Issuer and Transfer Agent. Put Notices shall be available for inspection at the Specified Office of the Transfer Agent.

Any Put Notice given by a holder of any Senior Note pursuant to this Condition 7.5 shall be irrevocable, except where after giving the notice but prior to the due date of redemption an Event of Default shall have occurred and be continuing, in which event that Senior Noteholder, at its option, may elect by notice to the Issuer delivered at

least one Business Day prior to the Optional Redemption Date, to withdraw the notice given pursuant to this paragraph and instead to declare that Senior Note forthwith due and payable pursuant to Condition 13 (*Events of Default*).

The Issuer shall have no obligation to remedy any defects in any Put Notice or bring any such defects to the attention of any Noteholder and shall not be liable whatsoever for any claims or losses arising in connection with a defective or invalid Put Notice.

7.6. Early Redemption Amounts

For the purpose of Conditions 7.2 (*Redemption in the event that the Senior Notes are no longer listed on a Financial Exchange*), 7.3 (*Redemption for Tax Reasons*) and Condition 13 (*Events of Default*), the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- 7.6.1. in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount of those Notes; or
- 7.6.2. in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement or, if no such amount or manner is so specified in the Pricing Supplement, at their Nominal Amount.
- 7.6.3. in the case of Zero Coupon Notes, at an amount (the “**Amortised Face Amount**”) equal to the sum of (a) the Reference Price and (b) the product of the Implied Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which that Note becomes due and repayable, or such other amount as is provided in the Applicable Pricing Supplement.

Where this calculation is to be made for a period which is not a whole number of years, the calculation shall be done on the basis of actual days elapsed divided by 365, or such other calculation basis as may be specified in the Applicable Pricing Supplement.

7.7. Instalment Notes

Instalment Notes will be redeemed at the Instalment Amounts and on the Instalment Dates. In the case of early redemption in accordance with Conditions 7.2 (*Redemption in the event that the Senior Notes are no longer listed on a Financial Exchange*), 7.3 (*Redemption for Tax Reasons*) or 13 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 7.6 (*Early Redemption Amounts*).

7.8. Partly Paid Notes

If the Notes are Partly Paid Notes they will be redeemed, whether at maturity, early or otherwise, in accordance with the provisions of this Condition 7.8 and the Applicable Pricing Supplement. In the case of early redemption in accordance with Conditions 7.2 (*Redemption in the event that the Senior Notes are no longer listed on a Financial Exchange*), 7.3 (*Redemption for Tax Reasons*) or 13 (*Events of Default*), the

Early Redemption Amount will be determined pursuant to Condition 7.6 (*Early Redemption Amounts*).

7.9. Exchangeable Notes

If the Notes are Exchangeable Notes, they will be redeemed, whether at maturity, early or otherwise, in the manner indicated in the Applicable Pricing Supplement. Exchangeable Notes in respect of which Mandatory Exchange is indicated in the Applicable Pricing Supplement as applying, or upon the exercise by the Noteholder of the Noteholder's Exchange Right (if applicable), will be redeemed by the Issuer delivering to each Noteholder as many of the Exchange Securities as are required in accordance with the Exchange Price. The delivery by the Issuer of the Exchange Securities in the manner set out in the Applicable Pricing Supplement shall constitute the *in specie* redemption in full of such Notes.

7.10. Purchases

The Issuer may at any time purchase Notes at any price on the open market or otherwise. Such Notes may, subject to Applicable Law, be held, resold, or, at the option of the Issuer, surrendered to the Transfer Agent for cancellation. The Issuer may attend any meeting of the Noteholders but will not be entitled to vote at those Noteholder meetings.

7.11. Cancellation

All Notes which have been redeemed will forthwith be cancelled. All Notes so cancelled shall be forwarded to the Issuer and cannot be re-issued or resold. Where only a portion of Notes represented by a Certificate is cancelled, the Transfer Agent shall deliver a Certificate to the relevant Noteholder in respect of the balance of the Notes.

7.12. Late Payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption pursuant to this Condition 7 or upon its becoming due and repayable as provided in Condition 13 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of that Zero Coupon Note shall be the amount calculated as provided in Condition 7.6.3 as though the references in that Condition to the date fixed for the redemption or the date upon which that Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of (a) the date on which all amounts due in respect of that Zero Coupon Note have been paid, and (b) five calendar days after the date on which the full amount of the monies payable has been received by the CDS, and notice to that effect has been given to the Noteholder in accordance with Condition 15 (*Notices*).

8. **TAXATION**

Payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of South Africa or any South African political sub-division or South African authority having power to tax, unless that withholding or deduction is required by law.

For a summary of the current law in relation to the withholding or deduction of taxes levied in South Africa and Mauritius respectively, see the sections headed "South African Taxation" and "Mauritian Taxation".

In the event that the Issuer is required to make a withholding or deduction by law or for any other reason, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after that withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of that withholding or deduction, except that no such additional amounts shall be payable with respect to any Note:

- 8.1. held by or on behalf of a Noteholder who is liable for those taxes or duties in respect of that Note by reason of his having some connection with South Africa other than the mere holding of that Note or the receipt of principal or interest in respect of that Note; or
- 8.2. held by or on behalf of a Noteholder who could lawfully avoid (but has not so avoided) such withholding or deduction by complying with any statutory requirements or requirements of an administrative nature imposed by the South African revenue authorities in force at the present time or in the future including, without limitation, by making a declaration of non-residence or other similar claim or filing for exemption to which it is entitled to the relevant tax authority or the Paying Agent (the effect of which is not to require the disclosure of the identity of the relevant Noteholder); or
- 8.3. held by or on behalf of a Noteholder who could lawfully reduce (but has not so reduced) that withholding or deduction by complying with any statutory requirements or requirements of an administrative nature imposed by the South African revenue authorities in force at the present time or in the future including, without limitation, by making a declaration of non-residence or other similar claim or filing for the reduction to which it is entitled to the relevant tax authority or the Paying Agent (the effect of which is not to require the disclosure of the identity of the relevant Noteholder), to the extent that that Noteholder could lawfully reduce that withholding or deduction but failed to do so; or
- 8.4. held by or on behalf of a Noteholder in circumstances where that party could lawfully reduce the amount of taxation otherwise levied or leviable upon the principal or interest by virtue of the application of any tax treaty or non-South African tax laws applicable to that Noteholder, whether by way of a tax credit, rebate deduction or reduction equal to all or part of the amount withheld or otherwise, and whether or not it is actually claimed and/or granted and/or allowed; or
- 8.5. where that withholding or deduction is in respect of taxes levied or imposed on interest or principal payments only by virtue of the inclusion of such payments in the income or taxable income (as defined in section 1 of the Income Tax Act (South Africa)) or capital gain (as contemplated in paragraph 3 of Schedule 8 to the Income Tax Act (South Africa)) or taxable capital gain (as defined in paragraph 1 of Schedule 8 to the Income Tax Act (South Africa)) of any Noteholder; or
- 8.6. in respect of any present or future taxes, duties, assessments or governmental charges of whatever nature which are payable otherwise than by withholding from payment of principal or interest, if any, with respect to that Note; or

- 8.7. where (in the case of payment of principal and/or interest which is conditional on surrender and/or presentation of the relevant Certificate in accordance with the Conditions) the relevant Certificate is surrendered and/or presented more than 30 days after the Relevant Date, except to the extent that the holder of that Note would have been entitled to an additional amount on presenting or surrendering the Certificate for payment on that thirtieth day; or
- 8.8. if that withholding or deduction arises through the exercise by revenue authorities of special powers in respect of tax defaulters; or
- 8.9. if that withholding or deduction arises in terms of the US Foreign Account Tax Compliance Act ("**FATCA**"), any regulations or agreements under FATCA, official interpretations of FATCA, any intergovernmental approach to FATCA, or implementing legislation adopted by another jurisdiction in connection with FATCA; or
- 8.10. where that withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, that directive; or
- 8.11. any combination of Conditions 8.1 to 8.10.

Any reference in these Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under these Conditions or under any undertakings given in addition to, or in substitution for, these Conditions.

If the Issuer becomes subject generally at any time to any taxing jurisdiction, authority or agency other than or in addition to South Africa, references in this Condition 8 shall be read and construed as references to South Africa and/or to such other jurisdiction, authority or agency.

9. **DELIVERY, EXCHANGE AND REPLACEMENT OF CERTIFICATES**

- 9.1. Request for Notes in uncertificated, inscribed form to be represented by a certificate
 - 9.1.1. The holder of a Note in uncertificated, inscribed form may by written notice to the Issuer request that that Note be in a form represented by a Certificate.
 - 9.1.2. Certificates shall be provided (whether by way of issue, delivery or exchange) by the Issuer without charge, save as otherwise provided in these Terms and Conditions. Separate costs and expenses relating to the provision of Certificates and/or the transfer of Notes may be levied by other persons under the Applicable Procedures, if any, and such costs and expenses shall not be borne by the Issuer. The costs and expenses of delivery of Certificates otherwise than by ordinary post (if any) and, if the Issuer shall so require, all charges that may be imposed in relation to such mode of delivery, shall be borne by the Noteholder.

9.1.3. A Certificate shall:

9.1.3.1. in a Tranche of Notes which is held in the CDS, represent that number of Notes as have, in the aggregate, the same aggregate Nominal Amount of Notes standing to the account of the holder; or

9.1.3.2. in any number of Notes which is held in the CDS of a particular aggregate Nominal Amount standing to the account of the holder of that interest, represent that number of Notes of that aggregate Nominal Amount,

as the case may be, and shall otherwise be in such form as may be agreed between the Issuer and the Transfer Agent, provided that if such aggregate Nominal Amount is equivalent to a fraction of the Specified Denomination or a fraction of any multiple of the Specified Denomination, that Certificate shall be issued in accordance with and governed by the Applicable Procedures.

9.2. Replacement

If any Certificate is worn out, mutilated, defaced, stolen, destroyed or lost, it may be replaced at the Specified Office of the Transfer Agent on payment by the claimant of such costs and expenses as may be incurred in connection with that replacement and the provision of such indemnity as the Issuer and the Transfer Agent may reasonably require. Mutilated or defaced Certificates must be surrendered at the Specified Office of the Transfer Agent before replacements will be issued.

9.3. Death and sequestration or liquidation of Noteholder

Any person becoming entitled to registered Notes in consequence of the death, sequestration or liquidation of the holder of those Notes may, upon producing evidence to the satisfaction of the Issuer and the Transfer Agent that he holds the position in respect of which he proposes to act under this Condition 9.3 or of his title, be registered himself as the holder of such Notes or, subject to the Applicable Procedures, this Condition 9.3 and Condition 56 (*Transfer of Notes*), may transfer those Notes. The Issuer and (if applicable) the CDS and the relevant Participant shall be entitled to retain any amount payable upon the Notes to which any person is so entitled until that person shall be registered as aforesaid or shall duly transfer the Notes.

9.4. Costs

The costs and expenses of the printing, issue and delivery of each Certificate and all taxes and governmental charges or insurance charges that may be imposed in relation to that Certificate and/or the printing, issue and delivery of that Certificate shall be borne by the holder of the Notes represented by that Certificate. Separate costs and expenses relating to the provision of Certificates and/or the transfer of Notes may be levied by other persons, such as a Participant, under the Applicable Procedures, and such costs and expenses shall not be borne by the Issuer.

10. REGISTER

- 10.1. The Register of Noteholders shall:
 - 10.1.1. be kept at the Specified Office of the Transfer Agent or such other person as may be appointed for the time being by the Issuer to maintain the Register;
 - 10.1.2. contain the names, addresses and bank account numbers of the registered Noteholders;
 - 10.1.3. show the total Nominal Amount of the Notes held by Noteholders;
 - 10.1.4. show the dates upon which each of the Noteholders was registered as such;
 - 10.1.5. show the serial numbers of the Certificates and the dates of issue of those Certificates;
 - 10.1.6. be open for inspection, without charge, at all reasonable times during business hours on Business Days by any Noteholder or any person authorised in writing by a Noteholder; and
 - 10.1.7. be closed during each Books Closed Period.
- 10.2. The Transfer Agent shall alter the Register in respect of any change of name, address or account number of any of the Noteholders of which it is notified.
- 10.3. Except as provided for in these Conditions or as required by law, the Issuer will:
 - 10.3.1. recognise and treat the registered holder of a Note as the absolute owner of that Note, whether or not overdue and notwithstanding any notice of ownership or writing on the Certificate (if applicable) or notice of any previous loss or theft of the Certificate (if applicable); and
 - 10.3.2. only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the Register.
- 10.4. Except as provided for in these Conditions or as required by law, the Issuer shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Note may be subject.
- 10.5. Notes listed on the Official Market of the SEM will be credited to the CDS Accounts of the Noteholders. Legal ownership of the Notes will be reflected in book entries recorded by the CDS and those records shall constitute definitive evidence of the title of a Noteholder to the number of Notes shown in its CDS Account.

11. TRANSFER OF NOTES

- 11.1. Listed Notes will be transferred on the Financial Exchange on which they are listed. Unlisted Notes will be transferred in terms of 11.2 below.
- 11.2. In order for any transfer of Notes to be recorded in the Register and for the transfer to be recognised by the Issuer, each transfer of a Note:

- 11.2.1. requires the prior consent of the Issuer (which consent shall not be unreasonably withheld);
 - 11.2.2. must be embodied in a Transfer Form;
 - 11.2.3. must be signed by the relevant Noteholder and the transferee;
 - 11.2.4. shall only be in the Specified Currency and shall not relate to any fraction of Notes; and
 - 11.2.5. must be made by way of the delivery of the Transfer Form to the Transfer Agent together, if applicable, with the Certificate in question for cancellation. If only part of the Notes represented by a Certificate is to be transferred, a new Certificate for the balance of the Notes not transferred will be delivered to the transferor. The surrendered Certificate will forthwith be cancelled and retained by the Transfer Agent.
- 11.3. The transferor of any Notes shall remain the owner of those Notes until the transferee is registered in the Register as the holder of the Notes. Nothing in this Condition will prejudice any power of the Issuer to register as Noteholder any person to whom the right to any Notes has been transmitted by operation of law.
- 11.4. Before any transfer is registered, all relevant transfer taxes (if any) must have been paid and evidence of that payment must be furnished as the Issuer may reasonably require.
- 11.5. The Transfer Agent will within three Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with Applicable Law or the Applicable Procedures) in relation to Notes issued in certificated form, authenticate and deliver to the transferee (at the risk of the transferee) a new Certificate in respect of the Notes transferred.
- 11.6. No transfer will be registered while the Register is closed.
- 11.7. Where the Notes are listed on the Financial Exchange, the transfer of Notes will be effected through the market infrastructure of the Financial Exchange in accordance with the Applicable Procedures. In the case of Notes listed on the Official Market of the SEM, transfers will be effected through the ATS in accordance with the Applicable Procedures.

12. **PRESCRIPTION**

- 12.1. Where after five years from the date of redemption of the Notes, any payment/cheque issued for the payment of redemption proceeds (whether principal or interest) has not been claimed, those redemption proceeds will revert to the Issuer and the relevant Noteholders shall have no right whatsoever to those proceeds.
- 12.2. Under article 2279 of the Mauritius Civil Code the obligation to pay interest may be affected by prescription or lapse of time. In particular, failure to exercise a right of action to claim interest for more than three years will operate as a bar to the exercise of that right.

13. EVENTS OF DEFAULT

13.1. Senior Notes

If, for any particular Series of Notes, one or more of the following events shall have occurred and be continuing:

- 13.1.1. the Issuer fails to pay any Nominal Amount due under the Senior Notes on its due date for payment and that failure continues for a period of five Business Days after receiving written notice from any of the Senior Noteholders demanding that payment; or
- 13.1.2. the Issuer fails to pay any interest due under the Senior Notes on its due date for payment and that failure continues for a period of three Business Days after receiving written notice from any of the Senior Noteholders demanding that payment; or
- 13.1.3. the Issuer fails to perform or observe any of its other obligations or undertakings (not specifically covered elsewhere in this Condition 13.1) under or in respect of any of the Senior Notes and that failure continues for a period of 30 calendar days after receipt by the Issuer of a notice from the Senior Noteholders (in accordance with Condition 15 (*Notices*)) in respect of that failure specifying the failure and requesting the Issuer to remedy the failure; or
- 13.1.4. the Issuer fails to remedy a breach of Condition 4 (*Negative Pledge*) within 21 (twenty one) Business Days of receiving written notice from the Senior Noteholders demanding that remedy; or
- 13.1.5. the Issuer defaults in the payment of the principal or interest, or any obligations in respect of Financial Indebtedness of, or assumed or guaranteed by the Issuer when and as the same shall become due and payable and where notice has been given to the Issuer of the default and if such default shall have continued for more than the notice period (if any) applicable to it and the time for payment of that interest or principal or other obligation has not been effectively extended or if any such obligations constituting a Financial Indebtedness of, or assumed or guaranteed by, the Issuer shall have become repayable before its due date as a result of acceleration of maturity by reason of the occurrence of any event of default in relation to that Financial Indebtedness; or
- 13.1.6. any action, condition or thing, including obtaining any consent, licence approval or authorisation now or in future necessary to enable the Issuer to comply with its obligations under the Notes, is not in place or any such consent, licence, approval or authorisation is revoked, modified, withdrawn or withheld or ceases to be in full force and effect, resulting in the Issuer being unable to perform any of its payment or other obligations in terms of the Notes, and the Issuer fails to remedy those circumstances within 21 (twenty one) Business Days of receiving written notice from the Senior Noteholders demanding that remedy; or

- 13.1.7. the Issuer initiates or consents to the commencement of business rescue proceedings or to judicial proceedings relating to itself, an order by any court of competent jurisdiction or authority for the liquidation, winding-up, dissolution, commencement of business rescue proceedings or analogous proceedings of the Issuer is made whether provisionally (and not dismissed or withdrawn within 21 (twenty one) Court Days) or finally, or the Issuer is placed under business rescue or voluntary liquidation, provided that no liquidation, curatorship, winding-up, dissolution, business rescue or analogous proceedings shall constitute an Event of Default if (a) the liquidation, winding-up, dissolution, business rescue or analogous proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the Group with any third party or (b) the liquidation, winding-up, dissolution, business rescue or analogous proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement, the terms of which were approved by a Special Resolution of Senior Noteholders before the date of the liquidation, winding-up, dissolution, business rescue or analogous proceedings; or
- 13.1.8. the Issuer initiates or consents to the commencement of business rescue proceedings or to judicial proceedings relating to itself under any applicable compromise with creditors, liquidation, winding-up or insolvency or other similar laws or compromises or attempts to compromise, with its creditors generally (or any significant class of creditors) or any meeting of creditors is convened by the Issuer to consider a proposal for an arrangement or compromise with its creditors generally (or any significant class of its creditors), save for any such initiation, consent, attempt or convening of a meeting which relates to the Issuer and is for the purposes of an internal reconstruction or reorganisation within the Group; or
- 13.1.9. a person validly attaches in execution the whole or a material part of the undertaking or assets of the Issuer or an execution or attachment or other process is validly levied, enforced upon, sued out or put in force against the whole or a material part of the undertaking or assets of the Issuer in both instances following a judgment against the Issuer by a court of competent jurisdiction and that judgment is not discharged within 21 (twenty one) Court Days; or
- 13.1.10. the Issuer ceases to carry on the whole or a substantial part of its business, or otherwise as approved by a Special Resolution of the Senior Noteholders and the Issuer stops payment of, or is unable to, or admits to being unable to, pay its debts (or any class of its debts) as they fall due, or is deemed unable to pay its debts (or any class of its debts) pursuant to or for the purposes of Applicable Law; or
- 13.1.11. any step is taken by or under any authority with a view to the seizure, compulsory acquisition, expropriation or nationalisation of the Issuer or

a material part of the assets of the Issuer or any of the securities issued by the Issuer; or

- 13.1.12. any other Event of Default provided for such Series, as specified in the Applicable Pricing Supplement.

If any one or more of the Events of Default shall have occurred and be continuing, then any Senior Noteholder may, by written notice to the Issuer at its Specified Office, effective upon the date of receipt by the Issuer of that notice, declare the Senior Notes held by that Senior Noteholder to be forthwith due and payable, at which time those Senior Notes shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 7.6 (*Early Redemption Amounts*)), together with accrued interest (if any) to the date of repayment, or as specified in the Applicable Pricing Supplement, provided that although an amount may be due it will not be regarded as being payable if the Issuer withholds or refuses to make any such payment in order to comply with any law or regulation of South Africa or Mauritius or to comply with any order of a court of competent jurisdiction.

For the purposes of Condition 13.1.5, any Financial Indebtedness which is in a currency other than USD shall be converted into USD at the spot rate for the sale of USD against the purchase of the relevant currency quoted by any leading bank of South Africa selected on the date of such Event of Default.

13.2. Subordinated Notes

13.2.1. In relation to Subordinated Notes, if the Issuer defaults in the payment of any amount payable in respect of those Notes and that default continues for a period of seven Business Days after receiving written notice from any of the holders of Subordinated Notes, or if an Event of Default as contemplated in Condition 13.1.7 occurs (other than an Event of Default contemplated in Condition 13.2.2 below), any holder of a Subordinated Note may, subject as provided below, at its discretion and without notice, institute such proceedings against the Issuer as it may think fit to enforce the obligations of the Issuer under those Subordinated Notes, provided that the Issuer shall not be obliged, save in the case of liquidation or winding up proceedings (see Condition 13.2.2 below), to pay any sum or sums sooner than the same would otherwise have been payable by it.

13.2.2. In the event of the winding-up or liquidation, whether finally or provisionally, of the Issuer, otherwise than for the purposes of an amalgamation, merger, consolidation or re-organisation not involving liquidation, winding-up or bankruptcy, then any holder of Subordinated Notes issued by the Issuer may by written notice to the Issuer at its Specified Office, require that its Subordinated Notes are immediately due at their Early Redemption Amount together with the accrued interest to the date of payment, save that the Noteholders of Subordinated Notes may only receive payment once all the other creditors of the Issuer have been paid in full.

13.2.3. For so long as no Tranche of Senior Notes remains Outstanding, the provisions of Condition 13.1 (*Senior Notes*) shall apply *mutatis mutandis* to the Subordinated Notes.

13.3. Notification of Event of Default

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify all Noteholders in accordance with Condition 15 (*Notices*) and the SEM in writing.

14. **CALCULATION AGENT, PAYING AGENT AND TRANSFER AGENT**

14.1. Any third party appointed by the Issuer as Calculation Agent, Paying Agent or Transfer Agent shall act solely as the agent of the Issuer and does not assume any obligation towards or relationship of agency or trust for or with any Noteholders.

14.2. The Issuer is entitled to vary or terminate the appointment of an agent and/or appoint additional or other agents and/or approve any change in the Specified Office through which any such agent acts, provided that there will at all times be a Calculation Agent, a Paying Agent and a Transfer Agent with an office in such place as may be required by the Applicable Procedures.

15. **NOTICES**

All notices to Noteholders shall comply with the mandatory provisions of Applicable Law.

15.1. Notice by the Issuer to Noteholders holding certificated Notes

All notices to Noteholders in respect of registered Notes issued in certificated form shall be sent by registered mail or delivered by hand to their addresses appearing in the Register. Any such notice shall be deemed to have been given on the seventh day after the day on which it is mailed and on the day of delivery if delivered.

15.2. Notice by the Issuer to Noteholders holding uncertificated, inscribed Notes

All notices to Noteholders in respect of registered Notes issued in uncertificated, inscribed form shall be deemed to have been received by the Noteholders on the day of delivery of such notice to the CDS. In addition, such notices shall also be valid if published in a daily newspaper of wide circulation in Mauritius.

15.3. Notice by the Noteholders to the Issuer

A notice to be given by any Noteholder to the Issuer shall be in writing and given by lodging (either by hand delivery or posting by registered mail or electronic mail) that notice, together with a certified copy of the relevant Certificate at the Specified Office of the Transfer Agent. Those notices shall be deemed to have been received by the Issuer, if delivered by hand, on the second Business Day after being hand delivered, or, if sent by registered mail, seven days after posting.

15.4. Notification to the SEM of purchases, early redemptions and cancellations

Any purchases, early redemptions or cancellations of Notes listed on the SEM must be notified to the SEM when an aggregate of 10% of the initial nominal amount of those Notes has been purchased, redeemed or cancelled and for each 5% in aggregate

of the initial nominal amount acquired thereafter. Notifications to the SEM must be made as soon as possible and in any event not later than the opening of business on the Business Day following the calendar day on which the relevant threshold is reached or exceeded. The notification must state the nominal amount of the Notes acquired, redeemed or cancelled since the previous such notification to the SEM, the nominal amount of the Notes remaining Outstanding and whether or not the Notes acquired are to be cancelled. Once a relevant threshold is reached, no further purchases, redemptions or cancellations may be effected until the SEM has been notified.

16. MEETINGS OF NOTEHOLDERS

- 16.1. The Issuer shall, at the request in writing of Noteholders holding not less than ten percent of the aggregate Outstanding Nominal Amount of the Notes, convene a meeting of the Noteholders. That meeting shall be held at such place in Mauritius and at such time as the Issuer shall determine or approve.
- 16.2. At least 14 days' notice (exclusive of the day on which the notice is served or deemed to be served) of every meeting shall be given to the Noteholders at the address set out against their respective name in the Register. The notice shall specify the place, day and hour of the meeting and the general nature of the business to be transacted but it shall not be necessary (except in the case of a Special Resolution) to specify in the notice the terms of any resolution to be proposed. The accidental omission to give notice to or the non-receipt of notice by any of the Noteholders shall not invalidate the proceedings at any meeting.
- 16.3. At any meeting, Noteholders present in person or by proxy and representing in the aggregate 50% of the aggregate Outstanding Nominal Amount of the Notes shall form a quorum for the transaction of business. No business (other than choosing a chairman) shall be transacted at any meeting unless the requisite quorum is present at the commencement of the meeting.
- 16.4. If within 30 minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened on the requisition of Noteholders, shall be dissolved. In any other case, it shall stand adjourned to such day and time being not less than 14 days nor more than 28 days after that original meeting and to such place as may be appointed by the chairman, and at such adjourned meeting the Noteholders present, whether in person or by proxy, shall be a quorum for the transaction of business. At least seven days' notice of any adjourned meeting of Noteholders shall be given in the same manner as for an original meeting. The notice shall state that any Noteholders present in person or by proxy at the adjourned meeting will form a quorum, whatever the amount of Notes held or represented by them.
- 16.5. The Noteholders present shall choose one of their number to be the chairman. Any representative of the Issuer may attend and be heard at any meeting.
- 16.6. With the consent of any meeting at which a quorum is present, the chairman may, and shall, if so directed by the meeting, adjourn the meeting from time to time and from place to place. No business shall be transacted at any adjourned meeting except business which might lawfully have been transacted at the meeting from which the adjournment took place.

- 16.7. At any meeting, a resolution put to the vote of the meeting shall be decided on a show of hands, unless (before or on the declaration of the result of the show of hands) a poll is demanded by the chairman or by Noteholders present in person or by proxy representing at least five percent of the aggregate Outstanding Nominal Amount. Unless a poll is so demanded, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or not carried by a particular majority or lost shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution.
- 16.8. If a poll is duly demanded, it shall be taken in the manner as the chairman may direct and the result of a poll shall be deemed to be the resolution of the meeting at which the poll was demanded.
- 16.9. In the case of an equality of votes, whether on a show of hands or on a poll, the chairman of the meeting at which the show of hands takes place or at which the poll is demanded shall be entitled to a casting vote in addition to the vote or votes (if any) to which he may be entitled as a Noteholder.
- 16.10. A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken at such time and place as the chairman directs.
- 16.11. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll has been demanded. The demand for a poll may be withdrawn.
- 16.12. At any meeting (i) on a show of hands Noteholders present in person or by proxy shall have one vote in respect of each Note and (ii) on a poll every person who is so present shall have one vote in respect of each Note of which he is the Noteholder or in respect of which he is a proxy. Without prejudice to the obligations of proxies any person entitled to more than one vote need not use all his votes or cast all the votes to which he is entitled in the same way.
- 16.13. In the case of joint Noteholders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint Noteholders of the particular Notes. For this purpose, seniority shall be determined by the order in which the names stand in the Register in respect of the joint holding, the most senior being the Noteholder whose name stands first in the Register.
- 16.14. On a poll, votes may be given either personally or by proxy.
- 16.15. The instrument appointing a proxy shall be in such form as the Issuer may approve and shall be in writing under the hand of the appointor or of its attorney duly authorised in writing or, if the appointor is a corporation either under its common seal or under the hand of an officer or attorney duly authorised and that instrument shall be deemed to confer authority to demand or join in demanding a poll.
- 16.16. A person appointed to act as a proxy need not be a Noteholder.
- 16.17. Each instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed (or a notarised certified copy of such power or authority) shall be deposited at the Specified Officer of the Issuer or such other place as the

Issuer shall approve not less than 48 hours before the time appointed for holding the meeting or adjourned meeting or for the taking of the poll at which the person named in the instrument proposes to vote. In default, the instrument of proxy shall not be treated as valid. No instrument appointing a proxy shall be valid after the expiry of 12 months from the date of its execution.

- 16.18. A vote given in accordance with an instrument of proxy shall be valid notwithstanding the previous death or insanity of the principal or revocation of the proxy or of the authority under which the proxy was executed, so long as no intimation in writing of that death, insanity or revocation shall have been received by the Issuer before the commencement of the meeting or adjourned meeting or the taking of the poll at which the proxy is used.
- 16.19. Unless otherwise provided in this Programme Memorandum or the Applicable Pricing Supplement, all decisions at a meeting of the Noteholders shall be by Ordinary Resolution.
- 16.20. A meeting of the Noteholders shall, in addition to all other powers, have the power to, by Special Resolution only:
 - 16.20.1. sanction any scheme for the reconstruction of the Issuer or for the amalgamation of the Issuer with any other company or other body corporate;
 - 16.20.2. to give notice to the Issuer of its intention to enforce its powers upon the occurrence of an Event of Default;
 - 16.20.3. sanction the release of the Issuer from the payment of all or any part of the Nominal Amount, interest payments or premium (if any) and return owing upon the Notes and other moneys payable pursuant to this Programme Memorandum and the Applicable Pricing Supplement; and
 - 16.20.4. sanction any modification, abrogation or compromise of or arrangement in respect of the rights of the Noteholders against the Issuer whether such rights arise under this Programme Memorandum, the Applicable Pricing Supplement or otherwise.
- 16.21. A Special Resolution passed at a meeting of the Noteholders duly convened and held shall be binding on all the Noteholders, whether or not present at the meeting. Each of the Noteholders shall be bound to give effect to it accordingly.
- 16.22. Minutes of all resolutions and proceedings at every meeting shall be made and duly entered in books to be from time to time provided for that purpose by the Issuer. Any minutes if purporting to be signed by the chairman of the meeting shall be conclusive evidence of the matters stated in them and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes have been made and signed shall be deemed to have been duly held and convened and all resolutions passed at such meetings to have been duly passed.
- 16.23. To the extent that the Issuer has issued Tranches of Notes and there more than one Tranche of Notes is outstanding, the provisions of this Condition shall have effect subject to the following modifications:

- 16.23.1. a resolution which affects one Tranche of Notes shall be deemed to have been duly passed if passed at a separate meeting of the holders of the Notes of that Tranche of Notes;
 - 16.23.2. a resolution which affects any two or more Tranches of Notes but does not give rise to a conflict of interests between the holders of Notes of any of the Tranches of Notes so affected shall be deemed to have been duly passed if passed at a meeting of the holders of the Notes of the Tranches of Notes so affected;
 - 16.23.3. a resolution which affects more than one Tranche of Notes and gives or may give rise to a conflict of interests between the holders of the Notes of any of the Tranches of Notes so affected shall be deemed to have been duly passed only if *in lieu* of being passed at a single meeting of the Noteholders it shall be duly passed at separate meetings of the holders of the Notes of each Tranche of Notes so affected; and
 - 16.23.4. all the preceding provisions of this Condition shall apply *mutatis mutandis* to all those meetings as though references to Notes and Noteholders were references to the Notes of the Tranches of Notes in question and to the holders of such Notes respectively.
- 16.24. A resolution in writing signed by or on behalf of a majority of Noteholders consisting of not less than 50% of the votes plus one that may be cast by all the Noteholders or by Noteholders of any Tranche of Notes at a duly convened meeting of those Noteholders shall for all purposes be as valid and effective as an Ordinary Resolution passed at a meeting of all the Noteholders or of the Noteholders of the relevant Tranche of Notes duly convened and held. The resolution in writing may be contained in one document or in several documents in or substantially in like form each signed by or on behalf of one or more of the relevant Noteholders.
- 16.25. A resolution in writing signed by or on behalf of a majority of Noteholders consisting of not less than 75% of the votes that may be cast by all the Noteholders or by Noteholders of any Tranche of Notes at a duly convened meeting of those Noteholders shall for all purposes be as valid and effective as a Special Resolution passed at a meeting of all the Noteholders or of the Noteholders of the relevant Tranche of Notes duly convened and held. The resolution in writing may be contained in one document or in several documents in or substantially in like form each signed by or on behalf of one or more of the relevant Noteholders.

17. **AMENDMENT OF THESE CONDITIONS**

- 17.1. No modification of the Conditions may be effected without the written agreement of the Issuer.
- 17.2. The Issuer may effect, without the consent of the relevant Class of Noteholders but subject to seven days' prior written notice to the Noteholders, any modification of:
 - 17.2.1. the Conditions which does not affect the rights of, or create obligations on, the existing Noteholders; or

- 17.2.2. a formal, minor or technical nature or which is made to correct a manifest error or to comply with the Applicable Procedures or a mandatory provisions of the law of the jurisdiction in which the Issuer is incorporated or the governing law in accordance with which the Notes are issued.

Any such modification shall be binding on the relevant Class of Noteholders and shall be notified to the relevant Class of Noteholders in accordance with Condition 15 (*Notices*) as soon as is practicable after having made the modification.

- 17.3. Save as provided in Condition 17.2, no modification of the Conditions may be effected unless it is reduced to writing, signed by or on behalf of the Issuer and sanctioned by a Special Resolution of the relevant Class of Noteholders.

- 17.4. For the avoidance of doubt:

17.4.1. the exercise by the Issuer of its rights under Condition 14 (*Calculation Agent, Paying Agent and Transfer Agent*) shall not constitute a modification of these Conditions; and

17.4.2. it is recorded that the Applicable Pricing Supplement in relation to any Tranche of Notes may specify any other terms and conditions which shall, to the extent so specified or the extent inconsistent with the Conditions, amend, replace or modify the Conditions for purposes of that Tranche of Notes. Without derogating from any requirement under Applicable Law or the Listing Rules to obtain the approval of the SEM to issue Notes, the issuing of any Applicable Pricing Supplement shall not constitute an amendment of these Conditions requiring the approval of the SEM.

18. **FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further Notes having terms and conditions the same as any of the other Notes issued under the Programme or the same in all respects save for the Issue Date, the Interest Commencement Date and the Issue Price, so that the further Notes shall be consolidated to form a single Series with the relevant Outstanding Notes.

19. **GOVERNING LAW AND DISPUTE RESOLUTION**

19.1. This Programme Memorandum, the Notes and all rights and obligations to the Notes are governed by and shall be construed in accordance with the laws of Mauritius in force from time to time.

19.2. Unless otherwise specified in the Applicable Pricing Supplement, any dispute, controversy, difference or claim arising out of or relating to the present contract may at any time be referred, by consenting parties, to mediation under the Mediation Rules of the Arbitration and Mediation Center of the Mauritius Chamber of Commerce and Industry (MARC).

19.3. In the event no mediation is attempted, or if mediation is attempted and no settlement is reached within 30 days of the commencement of the mediation, or such further period as the parties shall agree in writing, the dispute, controversy, difference or claim shall be referred, or referred back as the case may be, to be finally resolved by arbitration administered by the Arbitration and Mediation Center of the

Mauritius Chamber of Commerce and Industry (MARC) under the MARC Arbitration Rules in force when the Request for Arbitration is submitted, which rules are deemed to be incorporated by reference into this clause.

- 19.4. The language to be used in the mediation and in the arbitration shall be English.
- 19.5. In any arbitration commenced pursuant to this clause:
 - 19.5.1. The number of arbitrators shall be one;
 - 19.5.2. The seat, or legal place, of the arbitration shall be Port-Louis, Republic of Mauritius.

USE OF PROCEEDS

The Issuer will use the issue proceeds of the Notes for its general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement.

SIGNED at _____ on this 30th day of September 2019

For: **TENSAI PROPERTY SERVICES LIMITED**

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Capacity: _____

DESCRIPTION OF THE ISSUER

1. THE ISSUER

- 1.1. The Issuer was incorporated and registered in South Africa on 10 July 2013 under the Companies Act as K2013113717 Proprietary Limited (with registration number 2013/113717/07). The Issuer was incorporated as a private company. The Issuer's name was changed to "*Tensai Property Services Proprietary Limited*" on 1 August 2013. The issuer started its operations on 1 October 2013.
- 1.2. The Issuer adopted a new memorandum of incorporation which was filed with the South African Companies and Intellectual Property Commission on 2 July 2019 and pursuant to which:
 - 1.2.1. it was converted to a public company; and
 - 1.2.2. its name was changed to Tensai Property Services Limited (with registration number 2013/113717/06).
- 1.3. The issued share capital of the Issuer comprises 100 ordinary shares all held by U Big Investments Proprietary Limited, incorporated and registered in South Africa (with registration number 2014/072886/07). The Issuer has no Subsidiaries.

2. DIRECTORS AND COMPANY SECRETARY

- 2.1. The directors of the Issuer are:
 - 2.1.1. **Michael Neville Poezyn**, South African – National Certificate: Real Estate, L5 (Identity Number: 800206 5076 08 3)

Following a five-year period in the retail sector in England and South Africa, for the last eight years Michael has served as group financial head of operations. His responsibilities include managing the cash flows of the group, monitoring and evaluating group forecasts and risk analysis. His retail experience is also utilised in the running and management of the retail centres owned by the group.

Michael's address is 36 Colchester Crescent, Parklands, Cape Town. Michael does not hold any shares in the share capital of the Issuer.
 - 2.1.2. **Paul Philip Munday**, South African – BBus Sc (Hons) CA (SA) (Identity Number: 801111 5240 086)

Paul specialises in structured finance, commercial property lending and asset management. Paul's specialties include commercial property, financial management, budget analysis and forecasting, property finance structuring, buy-sell strategic analysis, property fund structuring and management and the creation/testing of property financial models.

Paul's address is Aeon, Unit 301, Infinity at Bakoven, 43 Victoria Road, Bakoven, Cape Town, 8005. Paul does not hold any shares in the share capital of the Issuer.

2.1.3. **Wilhelmus Hendrikus Loubser (Wim)**, South African – BCom (Hons) MBA (Identity Number: 660514 5015 087)

Wim has extensive direct commercial property experience via his previous role as a MD of integri_T Property Fund (six years) and Performance Manager for U Big Investments (Pty) Ltd (two years). Wim was previously one of South Africa's top structured property finance specialists, with a career spanning 15 years with leading investment banks including Syfrets, Barclays Capital, Nedcor Investment Bank and Rand Merchant Bank.

Wim's address is Vastide, Unit 506, Infinity at Bakoven, 43 Victoria Road, Bakoven, Cape Town, 8005. Wim does not hold any shares in the share capital of the Issuer.

- 2.2. The Issuer's company secretary is Michael Neville Poezyn. Michael's details and abbreviated CV are set out at paragraph 2.1.1.
- 2.3. Apart from the payments of directors' fees, the directors have no other dealings or transactions, outside the normal course of business, with the Issuer. As at the date of this Programme Memorandum, there are no contracts or arrangements subsisting in which a director is materially interested and which is significant in relation to the business of the Issuer.
- 2.4. As at the date of this Programme Memorandum, there are no loans or guarantees provided by the Issuer in favour of any director.
- 2.5. Two of the directors of the Issuer, Wim Loubser and Paul Munday, indirectly hold a portion of all of the issued shares of the ultimate parent company of the Issuer.

3. REGISTERED OFFICE

The registered office of the Issuer is situated at 411 The Hills, Buchanan Square, Sir Lowry Road, Woodstock, 7925.

4. AUDITORS AND FINANCIAL YEAR

- 19.6. The current auditors of the Issuer are MD Accountants & Auditors Inc..
- 19.7. The financial year end of the Issuer is the last day of February.
- 19.8. The annual audited financial statements of the Issuer shall be drawn up in accordance with IFRS and the Companies Act. Any quarterly financial reports shall be drawn up in accordance with IFRS.

5. GROUP PROFILE

Group Structure

The Issuer is wholly-owned by U Big Investments Proprietary Limited, which is controlled by K2017354087 (SA) Proprietary Limited, which is wholly-owned by I Group Consolidated Holdings Proprietary Limited.

I Group Overview

- 5.1. I Group in its current format was established in June 2018 as an amalgamation of various investment companies to form a single streamlined investment property group.
- 5.2. I Group investments currently comprise primarily the following:
 - 5.2.1. 21.5% of Emira Property Fund Limited, a listed South African Real Estate Investment Trust – approximately ZAR2 billion investment;
 - 5.2.2. 100% of Interurban Holdings, a directly-held retail property fund – approximately ZAR900 million investment;
 - 5.2.3. 25.7% of Collins Property Projects, a unlisted industrial property fund – approximately ZAR830 million investment;
 - 5.2.4. 7.6% of EPP , a JSE listed property fund owning retail property assets in Poland – approximately ZAR1,2 billion investment (through the Issuer); and
 - 5.2.5. 85% of I Res Fund, a South African residential property fund – approximately ZAR200 million investment.

6. ACTIVITIES

- 6.1. The Issuer was incorporated on 10 July 2013.
- 6.2. Nature of business – pre-May 2019
 - 6.2.1. From inception the Issuer provided investment advisory and property management services to companies within a broader group of companies. These services have and continue to comprise:
 - 6.2.1.1. property management services (billed on a monthly basis), including:
 - 6.2.1.1.1. daily management and supervision of bank statements and reconciliation;
 - 6.2.1.1.2. financial control, cash flow management, bank accounts administration, bank exposure limits policy, overdraft and funding facilities, system and internal controls review, deposits/securities, tender documentation;
 - 6.2.1.1.3. annual review of insurance, managing the process of insurance claims processing and settling;
 - 6.2.1.1.4. managing the process of risk assessment of tenants including the taking of any legal action when required;

- 6.2.1.1.5. monitoring and reporting on changes to applicable regulatory requirements;
 - 6.2.1.1.6. appraisal of project definition and design concept;
 - 6.2.1.1.7. managing the function/process of project quality, cost and time control as well as building inspections, zoning and town planning controls;
 - 6.2.1.1.8. retaining responsibility for audits and inspections regarding compliance requirements in respect of national building regulations, including local authority laws and the Occupational Health and Safety, 1993 of South Africa;
 - 6.2.1.1.9. rates and tax objections, replacement costing;
 - 6.2.1.1.10. corporate governance controls, controlling professional appointments of auditors, corporate advisors, legal advisors, sponsors (if applicable), insurers, consultants and service providers; and
 - 6.2.1.1.11. managing the approval and authorisation processes to correct levels of authority.
- 6.2.1.2. investment advisory services (billed on an ad hoc basis), including:
- 6.2.1.2.1. formalising a strategic plan for the group and making recommendations regarding re-engineering, streamlining and risk balancing within the group;
 - 6.2.1.2.2. risk and exposure analysis on a semi-annual basis and review of the perceived potential and current risks to which the group is or might be exposed and reporting on those risks;
 - 6.2.1.2.3. building lifecycle forecasting and revision of the business plan for each property/investment on an annual basis;
 - 6.2.1.2.4. conducting viability and feasibility studies to appraise upgrades, development and acquisition opportunities; and

6.2.1.2.5. advising on long-term loan funding structures, maintaining debt to open market value ratios and implementing approved interest rate hedging strategies.

6.2.2. Since the establishment of the I Group in its current format in June 2018, the Issuer has served as a primary cost centre for the I Group. In this regard, the Issuer continues to rent the offices from which the group works and the majority of staff employed by the group are paid through the Issuer. Further to these costs, the Issuer often utilises the services of external advisory firms to provide corporate advise to the group.

6.2.3. Until May 2019, the Issuer earned the majority of its revenue through billing other group companies either for property management services or one-off advisory work performed, as detailed above.

6.2.4. Additionally, the Issuer has in certain instances provided a treasury function to components of the group. In this regard it has borrowed funding from other group companies, either to cover operational costs or to lend onto other group companies on an ad hoc basis.

6.3. Nature of Business – post May 2019

6.3.1. In order to generate increased operating income in the Issuer, the group decided to enter into a material group transaction in the Issuer.

6.3.2. The Issuer accordingly borrowed funds from both Investec Bank (Mauritius) Limited and its related group company I Group Financial Holdings (“IGFH”) in May 2019 in order to subscribe for shares in EPP listed on the exchange operated by the JSE Limited. Approximately ZAR1,25 billion was invested, with ZAR560 million funded by Investec Bank (Mauritius) Limited and the balance through the shareholder loan.

6.3.3. As a result of this investment, the Issuer is now highly cash generative and can sustainably meet its obligations both to lenders and for operational purposes.

6.4. Current capital raise

The Issuer has decided to extend its position into EPP and to extend its investments elsewhere, and as a result has decided to establish the Programme.

7. **KEY POTENTIAL RISKS FACING THE BUSINESS**

7.1. The Issuer’s main asset is shares in EPP. Accordingly, the Issuer has large exposure to risks affecting EPP’s business.

7.2. EPP is a real estate investment company with assets of EUR2,2bn focusing on investment in retail properties throughout Poland and is the largest owner of retail real estate in Poland. Although not a REIT, EPP strictly follows the REIT formula regarding investment strategy and dividend policy. EPP was registered and incorporated in the Netherlands as a private limited liability company under Dutch law on 4 January 2016 and converted to a public company on 12 August 2016. The

company has a primary listing on both the Euro MTF market of the Luxembourg Stock Exchange and the Main Board of the exchange operated by the JSE Limited (Real Estate and Development Sector). As at December 2018 the portfolio included 19 retail properties, six offices and two retail development sites in Warsaw. The buildings are located in major and regional cities across Poland, characterised by their strong economy and purchasing power and ability to attract international investment. Retail spending in Poland has shown significant growth in recent years in comparison to negative growth in South Africa, Europe, the UK and the US. The prospects for this continuing are sound, which will be capitalised on through the company's existing investments, extensions and renovations to the existing assets, new developments, as well as acquisitive growth by EPP.

7.3. Polish Economic Background (Source: The World Bank, July 2018)

Population, million	38.0
GDP, current US\$ billion	524.7
GDP per capita, current US\$	13,817
Life Expectancy at birth, years (2015)	77.5

7.3.1. Poland is one of the fastest-growing economies in the European Union, with inflation under control, a record low unemployment rate and strong wage growth. Real GDP growth is expected to reach 4.7% in 2018, driven by domestic consumption and accelerating investments.

7.3.2. Unemployment at below 4% is the second-lowest rate in the 28-member European Union (EU). Poverty and shared prosperity indicators continue to improve in light of surging private consumption that is supported by a tight labour market and government social programs.

7.3.3. The three main challenges ahead for Poland are:

7.3.3.1. a shortage of labour in the economy,

7.3.3.2. a structural weakening in public finances; and

7.3.3.3. the upcoming political calendar.

7.3.4. The shortage of labour will eventually weigh heavily on GDP growth and be exacerbated by the retirement of a significant part of the workforce. A scarcity of workers could negatively affect production capacities and investment, thus heightening pressure on the government to encourage immigration, which would likely come primarily from Ukraine.

7.3.5. The government's spending plans, which include increases in social benefits and public investment as well as a reduction in the statutory retirement age, could erode the structure of public finances. Strengthening the fiscal position might be difficult given that local, presidential, and parliamentary elections are scheduled to be held within 18 months.

7.4. Recent Economic Developments

- 7.4.1. Poland's GDP grew by 5.2% in the first half of 2018, driven primarily by growing domestic demand and accelerating investments.
 - 7.4.2. Private consumption grew by 4.8%, fuelled by a strong labour market, with a 6.7% hike in salaries as well as an increase in social spending, mainly for the Family 500+ programme.
 - 7.4.3. Compared to previous years, government consumption is also gaining momentum, with gross fixed investments continuing to recover after a major decline in 2016 caused by a cyclical fall in EU-funded projects, a reduced inflow of foreign direct investment and elevated political risks.
 - 7.4.4. Increased government investments, especially at the local level, influenced by the approaching elections and a higher absorption of EU funding, have both contributed to the rebound of total investments.
 - 7.4.5. Consumer prices rose by an average of 1.7% in the second quarter of 2018, affected by higher oil prices, a weaker zloty, and a booming real estate sector.
 - 7.4.6. Long-term unemployment dropped to approximately 400,000, the lowest number since the economic and political transition in 1989, while employment rates have continued to rise, and labour shortages have started to affect business activity.
 - 7.4.7. It is estimated that poverty and shared prosperity indicators continued to improve in 2017 in light of surging private consumption supported by a tight labour market and government social programmes.
- 7.5. Economic Outlook
- 7.5.1. Economic growth may reach 4.7% in 2018, driven by both private and government consumption as well as investments.
 - 7.5.2. The previous projection of 2018 real GDP growth has been revised upward by 0.1 percentage point due to the stronger performance of consumption demand and rising investments.
 - 7.5.3. Household spending is set to continue to grow, fuelled by higher state spending on pensions and social benefits, however, as the positive effects of the Family 500+ program fade and are not fully offset by increased salaries, the contribution of private consumption to GDP is expected to fall in the coming years.
 - 7.5.4. Public spending is likely to remain strong, supported by EU funds and by the political cycle leading up to local elections in 2018 and general elections in 2019.
 - 7.5.5. Overall, economic growth is expected to slow to 3.9% in 2019 and 3.6% in 2020.
 - 7.5.6. Fiscal performance remains a challenge despite the sound budget position so far, with the general government deficit is expected to be about 1.6% of GDP in 2018, safely below the 3% EU threshold.

7.5.7. Spending is likely to rise due to higher government consumption, local pre-election investments, and the decision to roll back the planned increase in the retirement age.

7.6. Politics

7.6.1. The current Polish government, while supportive of economic growth, is described as right-wing nationalist.

7.6.2. They have, however, a strong preference for economic policies in line with EU requirements for sustainable drawdowns of grants from the EU.

7.6.3. As a result, whilst populist rhetoric continues to dominate, the country maintains a solid debt rating from all the ratings agencies.

7.7. Retail in Poland

Strong private consumption, rising wages and low unemployment remain the key growth drivers of a strong Polish economy. After a relatively quiet (in terms of new retail supply) third quarter of 2018, Q4 saw over 220,000 m² of retail space delivered in several new schemes as well as within extensions of the existing ones. The largest new shopping centres opened in Q4 2018 are Galeria Libero in Katowice (45,000 m²), Nowa Stacja in Pruszków (27,000 m²) and Galeria Hosso in Świebodzin (12,000 m²). At the end of Q4 2018 the total retail stock in Poland exceeded 14.7 million m².

7.8. Tenant Market

7.8.1. There is nearly 700,000 m² of retail space currently under construction or has a valid building permit. Approximately 75% of that amount will be delivered by the end of 2019 mainly in major agglomerations with population above 400,000 inhabitants. However, the importance of smaller cities with less than 100,000 inhabitants, is still growing. Over 30% of the retail space under construction is planned to be delivered on those markets.

7.8.2. A major retail scheme scheduled to open in 2019 is Galeria Młociny in Warsaw (72,300 m²). Due to the age of current stock and changing consumer expectations there is a focus on refurbishment, modernisation and redevelopment in many shopping centre schemes.

7.9. Investor Market

7.9.1. In 2018, over EUR7.2 billion was invested on the Polish commercial real estate market with EUR2.5 billion transacted in retail sector. The retail investment volume achieved last year was the highest since 2006. The largest retail transaction recorded in Poland took place in 2018, being the disposal of a portfolio of 28 assets by Apollo Rida/AXA/ARES to Chariot Top Group for approx. EUR1 billion.

7.9.2. In Q4 2018, the retail investment volume exceeding EUR 360 million accounted for 16 % of quarterly volume (EUR 2.2 billion). Majority of last quarter volume was generated by sale of Wars Sawa Junior, a prime high street retail, which was acquired for EUR 301.5 million by Atrium

European Real Estate. The remaining retail investment volume was generated through the transactions of rather smaller assets, mainly retail parks.

- 7.9.3. Prime retail yields for shopping centres dropped to 4.25%. Prime high street locations are valued at 5%, while prime yields for retail parks as well as for retail warehousing remain stable at the level of 7.0%.

7.10. Outlook

The retail sector continues to adapt to the new market conditions following the entry of the Sunday trading restrictions implemented in March 2018. The restriction is extended from the beginning of 2019 to only one shopping Sunday per month. According to the data available up to now, shopping centres recorded lower footfall and turnover levels, on average down by 6% and 2%, respectively, compared with the same period in 2017. High household consumption, which remains the key driver behind Poland's economic growth, substantially mitigated the negative effects of the ban.

7.11. EPP Property Portfolio Composition

- 7.11.1. The portfolio currently comprises a mix of retail and office properties, with total retail assets making up 84.2% of the value. The intention is to recycle the office assets over time, with the capital being reinvested into expansion of the retail portfolio via acquisitions and developments. Retail assets have outperformed offices assets since listing, as detailed later in this report, supporting this strategic shift.

- 7.11.2. Retail and Office yields are relatively closely aligned allowing for earnings neutral movement of proceeds into further acquisitions, while developments would be earnings enhancing.

Sector	Value	% of Value	GLA/Land m2	Euro/m2	Yield
Retail	1,351.7	69.4%	444,352	3,042	5.49%
Retail Developments	288.6	14.8%	115,906	2,490	N/A
Office	308.5	15.8%	137,359	2,246	5.60%
Total	1,948.8	100.0%			

- 7.11.3. It is important to note that current Polish retail capitalisation rates are approximately 200bp above comparable western European assets, providing us with comfort that there is suitable buffer to valuations in the portfolio.

7.12. Existing Retail Centres

- 7.12.1. The retail portfolio is detailed below.

- 7.12.2. Three retail properties comprise approximately 55% of the retail portfolio, or approximately 38% of the entire portfolio. They also comprise the assets with the highest valuations on a Euro/m² basis. These

assets are generally dominant in their catchment areas, being either number one or number two, thereby attracting healthy footfall, turnover and hence premium rentals to ensure relevance going forward.

Retail properties	Location	GLA (sq m)	Gross Income	Rental	Value	Yield	Euro/m2
			(Eur m)	(Eur/sq m)	(Eur m)		
Galaxy	Szczecin	56,627	16.37	22.60	275.1	5.15%	4,858
Pazaz G	Wroclaw	48,368	13.69	22.00	252.3	4.69%	5,216
Galeria Echo	Kielce	71,650	12.76	13.60	222.6	4.96%	3,107
Outlet Park	Szczecin	28,283	5.67	14.90	91.7	5.35%	3,242
Amber	Kalisz	33,599	5.48	12.40	87.7	5.41%	2,610
Galeria Solna	Inowroclaw	23,627	4.25	13.50	58.7	6.26%	2,484
Galeria Sudecke	Jelenia Gora	30,268	4.19	10.50	57.1	6.35%	1,886
Zakopianka	Krakow	26,142	5.76	16.20	56.3	8.85%	2,154
Galeria Twierda	Zamosc	23,806	3.68	13.50	51.7	6.16%	2,172
Wzorcownia	Wloclawek	25,455	3.77	14.00	51.2	6.37%	2,011
Galeria Twierda	Klodzo	23,039	3.48	11.40	48.6	6.19%	2,109
Olimpia	Belchatow	32,703	3.75	9.66	54.6	5.94%	1,670
Veneda	tomza	15,026	2.55	13.70	39.2	5.63%	2,609
Echo Przemysl	Przemysl	5,759	0.46	6.22	4.86	8.19%	844
		444,352	85.86	15.11	1,351.66	5.49%	3,042

7.13. Current Debt Risk in the Issuer

7.13.1. *Investec Facility*

- 7.13.1.1. Investec Bank (Mauritius) Limited made a facility of EUR35 million available to the Issuer. Such facility is secured and as such will have a secured claim and access to collateral on an insolvency which would not be available to Noteholders whose claim will be unsecured and concurrent with other unsecured creditors of the Issuer.
- 7.13.1.2. As a condition of the facility, the Issuer is obliged to maintain a LTV Ratio, being the ratio of the Total Security Value to the Total Facility Outstandings, expressed as a percentage, of 180%. The Total Security Value is measured with reference to the value of EPP Shares and share which the Issuer holds in Emira Property Fund Ltd.
- 7.13.1.3. If the LTV Ratio falls to 150%, there is a discussion event in terms of the facility and at 140% the Issuer will be required to provide additional collateral to Investec in terms of the Margin Call Agreement to restore the LTV Ratio to 180%.

- 7.13.1.4. Currently the LTV Ratio is at 172%, as calculated at 14 August 2019.
- 7.13.1.5. A further ZAR392,000,000 in listed shares (at date 14 August 2019) is available to the I Group to provide as additional top up security to Investec Bank (Mauritius) Limited under the Margin Call Agreement to avoid a default of this facility.
- 7.13.1.6. As a result, the Investec facility is considered to be a low risk of default.

7.13.2. *Loan from IGFH*

- 7.13.2.1. Per management accounts attached, IGFH has provided a loan of over R750million to the Issuer.
- 7.13.2.2. In terms of this note programme, and to provide additional security to the subscriber, this loan is fully subordinated to the subscriber's claims against the Issuer under the note.
- 7.13.2.3. Additionally, the Issuer may not settle this loan obligation until such time as the note obligations are settled, without the consent of the subscriber.

8. CORPORATE GOVERNANCE

- 8.1. The group (including the Issuer) is committed to maintaining the highest standards of ethics and business conduct. The board is the heart of the group's values and ethics, which reflects the directors' belief in compliance with all relevant laws and regulations. The group has implemented a code of ethics that stipulates, among other things, that:
 - 8.1.1. all stakeholders must act in good faith with skill and care;
 - 8.1.2. bribery in any form is not tolerated;
 - 8.1.3. conflicts of interest must be declared; and
 - 8.1.4. compliance with all relevant and applicable legislation is extremely important.
- 8.2. All employees have been made aware of their responsibilities as set out in the code of ethics. The social and ethics committee is responsible for reviewing the code of ethics annually.
- 8.3. The board confirms on an annual basis that it is not aware of any transgressions of the King IV Report on Corporate Governance for South Africa, 2016 during the year and that no issues of non-compliance have arisen. No fines or prosecutions have been levied against the group during the period under review.

9. REGULATORY ENVIRONMENT

The following are the major legislative frameworks, regulations and codes that affect the Issuer:

9.1. Companies Act, 2008

9.1.1. The Companies Act has the stated objective of reforming South Africa's company laws in order to simplify the erstwhile regime, increase flexibility, ensure corporate efficiency and provide transparency and accountability as well as predictable regulation of companies.

9.1.2. Some of the key changes introduced by the Companies Act are in the areas of institutional reform, company categorisation, company formation, accountability and transparency, corporate finance, shareholder provisions, directors' duties and board governance, fundamental transactions, takeovers and share purchases, the introduction of the concept of business rescue, remedies and enforcement.

9.2. Labour laws applicable in South Africa, including the Labour Relations Act, 1995 of South Africa.

9.3. Taxation laws applicable in South Africa, including the Income Tax Act (South Africa).

10. **TRADING PROSPECTS**

The Issuer's investment in EPP is currently 69 million shares, the capital raised in terms of the Notes will be utilised to subscribe for a further 38 million shares in EPP bringing the total shares held by the Issuer in EPP to 107 million shares.

The historical dividend received by the Issuer from EPP is within the range of €0.11 cents per share and the expected total dividend income to be received by the Issuer from EPP is approximately within the region of ZAR200 million excluding forex gains, losses or fair value adjustments.

The Issuer will generate sufficient income to cover interest expenses due under the Investec Facility which equates to approximately USD1.2 million and interest expenses due under the Notes which equates to approximately USD3.2 million.

The loan provided by IGFH to the Issuer is fully subordinated to the Notes, and payment of interest on the IGFH loan is not required. The IGFH loan functions similar to equity from an Issuers risk perspective.

This will allow the Issuer and its staff, to focus on both continuing to deliver property management and advisory services across its group companies, as well as to extend its investment portfolio into other property-related opportunities as they present themselves.

11. **FINANCIAL PERFORMANCE**

Below is a summary of the financial performance of the Issuer for the past three years as well as figures in respect of the statement of financial position for the current financial year up to July 2019:

Statement of Financial Position

	Audited	Audited	Audited	Unaudited
	Feb 17	Feb 18	Feb 19	Man Acc
	ZAR '000	ZAR '000	ZAR '000	ZAR '000
Assets				
Non-Current Assets				
Property, Plant and Equipment	207	341	1,233	1,814
Other group loans	7			
Other financial assets				
Investment in EPP N.V.			97,725	1,380,130 ¹
Deferred tax	- 0		7,285	7,285
	214	341	106,243	1,389,230
Current Assets				
Trade and other Receivables	361	342	2,630	365
US denominated cash and equivalents				
Cash and cash equivalents	96	868	88	914
	457	1,211	2,718	1,279
Total Assets	671	1,552	108,961	1,390,509
Equity and Liabilities				
Equity				
Share Capital	0	0	0	0
Accumulated Profit/ (Loss)	106	- 3	- 21,316	55,403
	106	- 3	- 21,316	55,403
Liabilities				
Non-Current Liabilities				

¹ This fluctuation is due to an additional subscription by the Issuer into EPP of approximately EUR 75 million in May 2019.

Loan Investec Bank				558,648 ²
Loan Echo Guernsey				
Loan I Group Financial Holdings				776,317 ³
Loans from group companies	492	1,425	130,097	-
	492	1,425	130,097	1,334,965
Current Liabilities				
Trade and other payables	40	130	180	140
Current tax payable	34			
	73	130	180	140
Total liabilities	565	1,555	130,277	1,335,106
Total Equity and Liabilities	671	1,552	108,961	1,390,509
	-	-	-	-
Statement of Comprehensive Income - TPS				
	Audited	Audited	Audited	Man Acc
	Feb 17	Feb 18	Feb 19	July 19
	R '000	R '000	R '000	R '000
Revenue from Services billed	2,882	1,864	1,252	506 ⁴
Revenue from EPP investment				4,185
Cost of Sales	- 2,043	- 413	- 613	- 202
Gross Profit	840	1,450	638	4,489

² This increase is due to a EUR 35 million loan facility provided by Investec Mauritius in May 2019 for partial funding of the investment into EPP.

³ This reflects a group loan provided to the Issuer to fund the balance of the investment in May 2019 into EPP.

⁴ This fluctuation is as a result of the reduction of the work performed by the Issuer for non-group companies for the period from February 2017 to February 2019, in line with the change in focus to group activities, resulting in a decrease in billings over the period.

Other Income	161			
Operating expenses	- 1,037	- 1,704	- 17,138	- 5,778
Operating Profit/ (Loss)	- 37	- 254	- 16,499	- 1,289
Investment revenue	47	135	3	1,220
Fair Value Adjustment			- 12,102	82,384 ⁵
Finance Cost	-	- 1	- 0	- 5,596
(Loss) profit before taxation	10	- 121	- 28,599	76,719
Taxation	- 15	12	7,285	
Loss for the Year	- 5	- 109	- 21,313	76,719
Other comprehensive income	-	-	-	-
Total comprehensive Profit/ (Loss) for the year	- 5	- 109	- 21,313	76,719

⁵ This reflects primarily the fluctuation in fair value in EPP as a result of an increase in share price from February 2019 to July 2019. It is noted that the loss in February 2019 was primarily as a result of currency fluctuation of cash held in anticipation of the EPP investment.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

Notes listed on the Official Market of the SEM and/or held in the CDS

Each Tranche of Notes which is listed on the Official Market of the SEM will be held in the CDS.

Clearing systems

Each Tranche of Notes listed on the Official Market of the SEM that are held in the CDS will be issued, cleared and settled in accordance with the rules and operating procedures for the time being of the SEM through the ATS. Those Notes will be cleared by Participants who will follow the electronic settlement procedures prescribed by the SEM.

Subject as stated above, each Tranche of Notes which is listed on the Official Market of the SEM and/or unlisted Notes that are held in the CDS will be issued, cleared and transferred in accordance with the Applicable Procedures and the Conditions, and will be settled through Participants who will comply with the electronic settlement procedures prescribed by the SEM. The Notes may be accepted for clearance through any additional clearing system as may be agreed between the SEM, the Issuer and the Dealers.

Participants

The CDS maintains accounts only for Participants.

Settlement and clearing

Participants will be responsible for the settlement of scrip and payment transfers through the ATS.

Payments of all amounts in respect of a Tranche of Notes which is listed on the Official Market of the SEM will be made to the CDS, which in turn will transfer those funds to the Noteholders. Each of the persons reflected in the records of the CDS shall look solely to the CDS for each payment so made by (or on behalf of) the Issuer to the registered Noteholder of those Notes.

Payments of all amounts in respect of a Tranche Notes which is listed on the Official Market of the SEM and held in the CDS will be recorded by the CDS as the registered Noteholder of those Notes, distinguishing between interest and principal, and that record of payments by the CDS as the registered Noteholder of those Notes, shall be *prima facie* proof of those payments.

Notes listed on any Financial Exchange other than (or in addition to) the Official Market of the SEM

Each Tranche of Notes which is listed on any Financial Exchange other than or in addition to the Official Market of the SEM will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that Financial Exchange. The settlement and redemption procedures for a Tranche of Notes which is listed on any Financial Exchange other than or in addition to the SEM will be specified in the Applicable Pricing Supplement.

SUBSCRIPTION AND SALE

The Dealers have in terms of the programme agreement dated on or about the date of this Programme Memorandum (the “**Programme Agreement**”), agreed with the Issuer a basis upon which they may from time to time agree to subscribe for Notes or procure the subscription of the Notes.

Selling restrictions

South Africa

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that it will not solicit any offers for the sale of the Notes in that Tranche, and will itself not sell the Notes in that Tranche of Notes, in South Africa, in contravention of the Companies Act, the Banks Act, the South African Exchange Control Regulations and/or any other Applicable Law of South Africa in force from time to time. Notes will not be offered for subscription to any single addressee for an amount of less than ZAR1,000,000 (one million Rand).

Mauritius

The Dealers shall not offer the Notes for sale to the public and shall not solicit from the public any offers for the sale of the Notes in any country other than Mauritius in which it is unlawful to make such an offer or solicitation unless that offer for the sale of the Notes is made in full and strict compliance with any applicable laws and regulations of the relevant country.

Notes will not be offered to any single addressee for an amount of less than MUR1,000,000.

Each person subscribes or purchases for his own account and no publicity is made by the person making the offer.

Payments for the subscription shall be made in the Specified Currency by credit or transfer, by means of electronic settlement, to the account designated for the purpose by the Issuer.

United States of America

The Notes have not been and will not be registered under the Securities Act. Notes may not be offered, sold or delivered within the United States of America or to US persons except in accordance with Regulation “S” under the Securities Act.

General

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to agree that:

1. it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in each jurisdiction in which it purchases, subscribes or procures the subscription for, offers or sells Notes in that Tranche or has in its possession or distributes this Programme Memorandum and will obtain any consent, approval or permission required by it for the purchase, subscription, offer or sale by it of Notes in that Tranche under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes those purchases, subscription, offers or sales; and
2. it will comply with such other or additional restrictions as the it and the Issuer agree and as are set out in the Applicable Pricing Supplement.

Neither the Issuer nor any of the Dealers represents that Notes may at any time lawfully be subscribed for or sold in compliance with any applicable registration or other requirements in any jurisdiction or pursuant to any exemption available to those requirements or assumes any responsibility for facilitating the subscription or sale of those Notes.

SOUTH AFRICAN TAXATION

The following is a general description of certain aspects of South African tax considerations relating to the Notes as at the date of this Programme Memorandum and is subject to any change in law that may take effect after that date. It does not purport to be a complete analysis of all tax considerations relating to the Notes, whether in that country or elsewhere, and does not constitute tax advice. South African tax legislation is subject to frequent change and accordingly the comments set out below may be subject to change, possibly with retrospective effect. Prospective purchasers of Notes should consult their own professional advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of Notes and receiving payments of interest, principal and/or other amounts under the Notes and the consequences of those actions under the tax laws of those countries. The Issuer makes no representation and gives no warranty or undertaking, express or implied, and accepts no responsibility for the accuracy or completeness of the information contained in this section.

Income Tax

Under current taxation law effective in South Africa, a "resident" (as defined in section 1 of the Income Tax Act (South Africa)) is subject to income tax on his/her world-wide income. Accordingly, all Noteholders who are "residents" of South Africa will generally be liable to pay income tax, subject to available deductions, allowances and exemptions, on any income (including income in the form of interest) earned pursuant to the Notes.

Non-residents of South Africa are subject to income tax on all income derived from a South African source (subject to domestic exemptions or relief in terms of an applicable double taxation treaty).

Interest income is from a South African source if that amount constitutes "interest" as defined in section 24J of the Income Tax Act (South Africa) where that interest:

- (a) is attributable to an amount incurred by a person that is a South African tax resident, unless the interest is attributable to a permanent establishment which is situated outside South Africa; or
- (b) is received or accrues in respect of the utilisation or application in South Africa by any person of funds or credit obtained in terms of any form of interest-bearing arrangement.

Accordingly, if the interest payments in respect of the Notes are from a South African source as set out above, the interest earned by a non-resident Noteholder will be subject to South African income tax unless such interest income is exempt from South African income tax under section 10(1)(h) of the Income Tax Act (South Africa) (see below).

In terms of section 24J of the Income Tax Act (South Africa), broadly speaking any discount or premium to the Nominal Amount of a Note is treated as part of the interest income on the Note. Interest income which accrues (or is deemed to accrue) to a Noteholder is deemed, in accordance with section 24J of the Income Tax Act (South Africa), to accrue on a day-to-day basis until that Noteholder disposes of the Note or until maturity. This day-to-day accrual is determined by calculating the yield to maturity and applying it to the capital amount for the relevant tax period. The interest income deemed to accrue to a non-resident Noteholder in terms of section 24J of the Income Tax Act (South Africa) may qualify for the exemption under section 10(1)(h) of the Income Tax Act (South Africa) (see below).

In terms of section 10(1)(h) of the Income Tax Act (South Africa), interest received by or accruing to a Noteholder who, or which, is not a resident of South Africa, during any year of assessment, is exempt from income tax, unless:

- (a) that person is a natural person who was physically present in South Africa for a period exceeding 183 (one hundred and eighty-three) days in aggregate during the 12 (twelve) month period preceding the date on which the interest is received by or accrues to that person; or
- (b) the debt from which the interest arises is effectively connected to a permanent establishment of that person in South Africa.

If a Noteholder does not qualify for the exemption under section 10(1)(h) of the Income Tax Act (South Africa), exemption from, or reduction of, any South African tax liability may be available under an applicable double taxation treaty.

Section 24JB of the Income Tax Act (South Africa) contains specific provisions dealing with the taxation of “*financial assets*” and “*financial liabilities*” of “*covered persons*”, as defined in section 24JB of the Income Tax Act (South Africa). If section 24JB applies to the Notes, the tax treatment of the acquisition, holding and/or disposal of the Notes will differ from what is set out in this section. Noteholders should seek advice from their own professional advisers as to whether these provisions may apply to them.

Certain entities may be exempt from South African income tax. Prospective subscribers for or purchasers of Notes are accordingly advised to consult their own professional advisers as to whether the interest income earned on the Notes will be exempt under section 10(1)(h) of the Income Tax Act (South Africa) or under an applicable double taxation treaty, or whether they constitute entities that are exempt from income tax.

The disposal of the Notes may give rise to income tax implications for any Noteholder that is a resident of South Africa. In respect of non-resident Noteholders, income tax implications may arise should the Notes so disposed of be attributable to a South African permanent establishment of such Noteholder.

Prospective subscribers for or purchasers of Notes are advised to consult their own professional advisers to ascertain whether a disposal of the Notes will result in a liability to income tax.

Capital Gains Tax

The provisions relating to capital gains tax apply in respect of the disposal of any asset by certain taxpayers. If an asset was acquired, is held and will be disposed of on a speculative basis or as part of a scheme of profit making, any gain should generally be subject to normal tax as set out above.

Residents are subject to capital gains tax on all capital gains realised on the disposal of any assets. A non-resident is subject to capital gains tax only in respect of capital gains which are realised from the disposal of immovable property situated in South Africa or any interest or right of whatever nature of such non-resident to or in immovable property situated in South Africa or assets effectively connected with a permanent establishment of that non-resident in South Africa.

The disposal of Notes by residents of South Africa may give rise to capital gains tax implications.

The capital gains tax provisions will not apply to the extent that the holder of the Notes constitutes a “*covered person*”, as defined in section 24JB of the Income Tax Act (South Africa) (see above) and section 24JB of the Income Tax Act (South Africa) (see above) applies to the Notes.

Any discount or premium on acquisition of the Notes which has already been treated as interest for income tax purposes under section 24J of the Income Tax Act (South Africa) (see above) will not be taken into account when determining any capital gain or loss. In terms of section 24J(4A) of the Income Tax Act (South Africa) a loss on disposal or redemption of the Notes will, to the extent that it has previously been included in taxable income (as interest), be allowed as a deduction from the income of the holder when it is incurred and accordingly will not give rise to a capital loss.

Capital gains tax in terms of the Eighth Schedule to the Income Tax Act (South Africa) will not be levied in relation to Notes disposed of by a person who is not a resident of South Africa unless the Notes disposed of are effectively connected with a permanent establishment of that person in South Africa.

Prospective subscribers for or purchasers of Notes are advised to consult their own professional advisers as to whether a disposal or redemption of Notes will result in a liability to capital gains tax.

Securities Transfer Tax

The issue, transfer and redemption of the Notes will not attract securities transfer tax under the Securities Transfer Tax Act, 2007 of South Africa (the "**STT Act**") as the Notes do not constitute "securities" as defined in the STT Act. Any future transfer duties and/or taxes that may be introduced in respect of (or applicable to) the transfer of Notes will be for the account of holders of the Notes.

Value-Added Tax

No value added tax ("**VAT**") is payable on the issue or transfer of Notes. The issue, sale or transfer of the Notes constitute "financial services" as contemplated in section 2 of the Value-Added Tax Act, 1991 of South Africa (the "**VAT Act**"). In terms of section 2 of the VAT Act, the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of a debt security as well as the issue, allotment or transfer of ownership of an equity security or a participatory security, and the buying and selling of derivatives constitute financial services, which are exempt from VAT in terms of section 12(a) of the VAT Act.

Where financial services as contemplated in section 2 are however rendered to non-residents who are not in South Africa at the time the services are rendered, such services will be subject to VAT at the zero rate in terms of section 11(2)(l) of the VAT Act. Commissions, fees or similar charges raised for the facilitation of the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of Notes that constitute "debt securities" as defined in section 2(2)(iii) of the VAT Act will be subject to VAT at the standard rate (currently 15% on or after 1 April 2018), except where the recipient is a non-resident in which case such commissions, fees or similar charges may be subject to VAT at a zero rate as contemplated above.

Investors are advised to consult their own professional advisors as to whether commissions, fees or similar charges raised for the facilitation of the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of the Notes will result in a liability for VAT.

Withholding tax

A withholding tax on interest, imposed at the rate of 15% came into effect on 1 March 2015. The interest withholding tax applies to any amount of any interest that is paid by any person to or for the benefit of any foreign person to the extent that such amount of interest is from a South African source in terms of the Income Tax Act (South Africa), and applies to interest that is paid or that becomes due and payable on or after 1 March 2015. For the purposes of the withholding tax, a "foreign person" is

defined as any person that is not a South African tax resident. Accordingly, the withholding tax will not apply to any interest paid to Noteholders who are South African tax residents.

There are certain exemptions from the interest withholding tax, including payments of interest made in respect of any "*listed debt*", defined as debt that is listed on a recognised exchange. The SEM constitutes a recognised exchange in accordance with paragraph 1 of the Eighth Schedule to the Income Tax Act (South Africa). Other exemptions may apply to interest payments made to non-resident Noteholders.

If interest paid to a Noteholder does not qualify for an exemption under the interest withholding tax provisions, an exemption from, or reduction of, any WHT on interest liability may be available under an applicable double taxation treaty.

Documentary requirements exist in order to rely on certain of the exemptions from, or reductions in the rate of, the interest withholding tax.

Prospective subscribers for, or purchasers of, Notes are advised to consult their own professional advisers as to whether the payment of any interest in respect of the Notes will result in a liability for interest withholding tax.

Definitions

The references to "interest" above mean "interest" as understood in South African tax law. The statements above do not take any account of any different definitions of "interest" or "principal" which may prevail under any other law or which may be created by the Conditions of the Notes or any related documentation.

References to "*person*" above shall mean "*person*" within the meaning given in section 1 of the Income Tax Act (South Africa).

MAURITIAN TAXATION

The comments below are intended as a general guide to the relevant tax laws of Mauritius as at the date of this Programme Memorandum.

The contents of this section do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisors in this regard.

All payments made under the Notes shall be made without set off or counterclaim and without any withholding or deduction for or on account of tax other than as required from time to time by law.

Income Tax

Tax treatment of interest prior to listing of the Notes:

Interest paid by the Issuer will be subject to income tax at the current rate of 15% per annum.

Where interest is paid to a Noteholder other than a company resident in Mauritius, the Issuer (acting through the Paying Agent) will be required by the Income Tax Act (Mauritius) to deduct income tax at source at the current rate of 15% per annum. (subject to any double taxation agreement in force between Mauritius and the foreign country where the Noteholder is resident).

Tax treatment of interest post listing of the Notes where the listing is effected on the Official Market of the SEM

Interest paid by the Issuer to a Noteholder which is a resident company will be subject to income tax at the current rate of 15% per annum. Interest paid by the Issuer to a Noteholder who is an individual, *société*, succession or non-resident company, will be exempt from income tax.

Where interest is paid on listed Notes to a Noteholder other than an individual, *société*, succession or a company, the Issuer (acting through the Paying Agent) will be required by the Income Tax Act (Mauritius) to deduct income tax at source at the current rate of 15% per annum (subject to any double taxation agreement in force between Mauritius and the foreign country where the Noteholder is resident).

Stamp and registration duty

No stamp or registration duty is payable on the issue and redemption of Notes. No registration duty is payable on the transfer of Notes.

Capital gains tax

Gains derived by a Noteholder which is an individual or *société* resident in Mauritius from the sale of Notes are treated as capital gains and are not subject to tax.

Gains derived by a Noteholder which is company resident in Mauritius from the sale of Notes held for a period of six months or more, are considered as capital gains and are not subject to tax. Gains derived by a Noteholder which is company resident in Mauritius from the sale of Notes held for a period of less than six months are subject to income tax if these are held as trading assets. Where the Notes are held as fixed assets, gains/losses derived from the disposal are treated as capital gains/losses.

Gains made by a Noteholder who is not a resident in Mauritius are not subject to income tax in Mauritius.

SOUTH AFRICAN EXCHANGE CONTROL

The comments below are intended as a general guide to the position under the South African Exchange Control Regulations as at the date of this Programme Memorandum.

The contents of this section do not constitute exchange control advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisors in this regard.

Non-South African resident Noteholders and emigrants from the Common Monetary Area

Dealings in the Notes and the performance by the Issuer of its obligations under the Notes and the applicable Terms and Conditions may be subject to the South African Exchange Control Regulations.

Blocked Rand

Blocked Rand may be used for the subscription for or purchase of Notes. Any amounts payable by the Issuer in respect of the Notes subscribed for or purchased with Blocked Rand may not, in terms of the South African Exchange Control Regulations, be remitted out of South Africa or paid into any non-South African bank account.

Emigrants from the Common Monetary Area

Any Certificates issued to Noteholders who are emigrants from the Common Monetary Area will be endorsed "emigrant". Those restrictively endorsed Certificates shall be deposited with an authorised foreign exchange dealer controlling that emigrant's blocked assets.

In the event that Notes in uncertificated, inscribed form are held by an emigrant from the Common Monetary Area, the securities account maintained for that emigrant by the relevant Participant will be designated as an "emigrant" account.

Any payments of interest and/or principal due to a Noteholder who is an emigrant from the Common Monetary Area will be deposited into that emigrant Noteholder's Blocked Rand account, as maintained by an authorised foreign exchange dealer. The amounts are not freely transferable from the Common Monetary Area and may only be dealt with in terms of the South African Exchange Control Regulations.

Non-residents of the Common Monetary Area

Any Certificates issued to Noteholders who are not resident in the Common Monetary Area will be endorsed "non-resident". In the event that Notes are held in uncertificated, inscribed form by a non-resident of the Common Monetary Area through the CDS, the securities account for such Noteholder with the relevant Participant will be designated as a "non-resident" account.

It will be incumbent on any non-resident Noteholder to instruct the non-resident's nominated or authorised dealer in foreign exchange as to how any funds due to that non-resident in respect of Notes are to be dealt with. Those funds may, in terms of the South African Exchange Control Regulations, be remitted abroad only if the relevant Notes are acquired with foreign currency introduced into South Africa and provided that the relevant Certificate has been endorsed "non-resident" or the relevant securities account has been designated as a "non-resident" account, as the case may be.

Exchange Control – Issuer

As at the date of this Programme Memorandum, the Issuer has obtained exchange control approval for the Initial Issue.

GENERAL INFORMATION

Authorisation

The issue of the Notes under the Programme has been duly authorised by way of a resolution of the board of the Issuer passed on 28 August 2019.

All authorisations, consents, approvals and other orders of all regulatory authorities required by the Issuer under the laws of South Africa and Mauritius as at the date of this Programme Memorandum have been given for the establishment of the Programme and the issue of Notes and for the Issuer to undertake and perform its obligations under this Programme Memorandum and the Notes.

Listing

This Programme Memorandum has been approved by the LEC. A copy of this Programme Memorandum has been filed with the FSC. Notes to be issued under the Programme may be listed on the Official Market of the SEM or any other Financial Exchange.

Material Change

As at the date of this Programme Memorandum, having made due enquiry, there has been no material change in the financial or trading position of the Issuer nor any of its Subsidiaries since the end of the last financial period for which its latest audited annual financial statements have been published or since the end of the last period for which its latest unaudited management accounts have been prepared. As at the date of this Programme Memorandum, there has been no involvement by the auditors in making the preceding statement.

Material Contracts

As at the date of this Programme Memorandum, no contracts (not being entered into in the ordinary course of business) have been entered into by the Issuer and which are, or may be, material, and which contain provisions under which the Issuer has an obligation or entitlement which is, or may be, material to the ability of the Issuer to meet its obligations in respect of the Notes issued.

Litigation

Save as disclosed in this Programme Memorandum, the Issuer is not and has not been involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) in the 12 (twelve) months preceding the date of this Programme Memorandum, which have had or may have a material effect on its financial position.

Auditors

MD Accountants & Auditors Inc. has acted as the auditors of the financial statements of the Issuer for the financial years ended 28 February 2019, 2018 and 2017 and in respect of those years has issued unqualified audit reports.

Fees

Roles	Advisor/Service Provider	Amount (USD)
Total advisory fees linked to the Admission of Notes	Legal advisors	USD37,200
Total fees to functionaries of the first Tranche of Notes	Transfer, Calculation and Paying Agent, Sponsors	USD24,600
SEM fees	SEM	USD2,800

*Non USD-denominated expenses converted using exchange rates of: MUR/USD=35.71/1; ZAR/USD=14.78/1

The fees described above are borne by the Issuer.

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Tel: +27 21 276 2040
Email: info@theigroup.co.za

SPONSOR AND OFFICIAL REPRESENTATIVE**GB Capital**

5th Floor, La Croisette
Grand Baie
Mauritius
Contact: Ms Diane Gillespie
Tel: +230 650 4054

CALCULATION AGENT, PAYING AGENT AND TRANSFER AGENT**MCB Registry & Securities Ltd**

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Port Louis
Mauritius
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Tel: +230 202 5000

ARRANGER**Rand Merchant Bank, a division of FirstRand Bank Limited**

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ISSUER'S PRINCIPAL BANKERS

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ANNEXURE A**PRO FORMA APPLICABLE PRICING SUPPLEMENT**

Set out below is the form of Applicable Pricing Supplement that will be completed for each Tranche of Notes issued under the Programme:



TENSAI PROPERTY SERVICES LIMITED

(incorporated in South Africa under registration number 2013/113717/06)
(the “Issuer”)

**Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
under its USD250,000,000 Medium Term Note Programme**

This Applicable Pricing Supplement must be read in conjunction with the programme memorandum dated [●] 2019 approved by the LEC and filed with the FSC, prepared by the Issuer in connection with its USD250,000,000 Medium Term Note Programme (the “**Programme Memorandum**”).

Capitalised terms used but not separately defined in this Applicable Pricing Supplement have the meanings given to them in the section of the Programme Memorandum headed “*Definitions and Interpretation*”.

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described in it. The Notes described in this document are issued on and subject to the Conditions, as amended and/or supplemented by the terms and conditions set out in this Applicable Pricing Supplement. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement will prevail.

DESCRIPTION OF THE NOTES

- | | | |
|----|-----------------|--|
| 1. | Issuer | Tensai Property Services Limited |
| 2. | Status of Notes | [Senior/Subordinated] Note [Secured/Unsecured] |
| 3. | Form of Notes | [Listed] registered Notes. |
- The Notes in this Tranche are issued in [uncertificated, inscribed form, and credited to the Noteholders’ CDS Accounts]/[certificated form..

4. Series Number [●]
5. Tranche Number [●]
6. Aggregate Nominal Amount:
 - (a) Series [●]
 - (b) Tranche [●]
7. Interest [Interest-bearing/Non-interest-bearing]
8. Interest Payment Basis [[Fixed Rate/Floating Rate/Zero Coupon/Index-Linked/Dual Currency/Partly Paid/Instalment] Notes/other]
9. Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another [insert details including date for conversion]
10. Issue Date [●]
11. Nominal Amount per Note [USD1,000,000]
12. Specified Denomination [USD1,000,000]
13. Issue Price [●]
14. Interest Commencement Date [●]
15. Maturity Date [●]
16. Applicable Business Day Convention [Floating Rate Business Day/Following Business Day/Modified Following Business Day/Preceding Business Day/other convention – insert details]
17. Final Redemption Amount [●]
18. Last Day to Register [●], [●], [●] and [●] each year, or if that day is not a Business Day, the Business Day before each Books Closed Period.
19. Books Closed Periods The Register will be closed from [●] to [●] and from [●] to [●] (all dates inclusive) in each year until the Maturity Date.
20. Default Rate [●]
21. Value of Aggregate Nominal Amount of all Notes issued under the Programme as at the Issue Date As at the date of this issue, the Issuer has issued Notes in the aggregate total amount of [●] under the Programme.
The aggregate Nominal Amount of all Notes issued under the Programme as at the Issue Date, together with the aggregate Nominal Amount of this Tranche (when issued), will not exceed the Programme Amount.

FIXED RATE NOTES

22. (a) Fixed Rate of Interest [●] percent per annum [payable [annually/semi-annually/quarterly] in arrear]
- (b) Fixed Interest Payment Dates [Insert the specific Fixed Interest Payment Dates in each calendar year] or, if that day is not a Business Day, the Business Day on which interest will be paid as determined in accordance with the applicable Business Day Convention.
- (c) Fixed Interest Period [Each period commencing on (and including) a Fixed Interest Payment Date and ending on (but excluding) the following Fixed Interest Payment Date, provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) [the following Fixed Interest Payment Date]/[[State specific Interest Payment Dates.] Each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention.]
- (d) Fixed Coupon Amounts [●] per [●] in Nominal Amount
- (e) Initial Broken Amount [●]
- (f) Final Broken Amount [●]
- (g) Day Count Fraction [●]
- (h) Any other terms relating to the particular method of calculating interest [●]

FLOATING RATE NOTES

23. (a) Floating Interest Payment Dates [Insert the specific Interest Payment Dates of each calendar year] or, if that day is not a Business Day, the Business Day on which interest will be paid as determined in accordance with the applicable Business Day Convention.
- (b) Interest Periods [Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date, provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) [the following Interest Payment Date]/[[State specific Interest Payment Dates.] Each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention.]

- (c) Minimum Rate of percent per annum Interest
 - (d) Maximum Rate of percent per annum Interest
 - (e) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)
24. Manner in which the Rate of Interest is to be determined [ISDA Determination / Screen Rate Determination/other – insert details]
25. Margin [[] basis points to be added to/subtracted from the relevant ISDA Rate / Reference Rate]
26. If ISDA Determination:
- (a) Floating Rate
 - (b) Floating Rate Option
 - (c) Designated Maturity
 - (d) Reset Dates
 - (e) ISDA Definitions to apply
27. If Screen Determination:
- (a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)
 - (b) Interest Determination Dates [Insert the Interest Determination Dates or reset dates of each Interest Period.]
 - (c) Relevant Screen Page and Reference Code
28. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Determination, insert basis for determining Rate of Interest/Margin/Fallback provisions

29. Calculation Agent responsible for calculating amount of principal and interest [●]

ZERO COUPON NOTES

30. (a) Implied Yield [●]
 (b) Reference Price [●]
 (c) Any other formula or basis for determining amounts payable [●]

PARTLY PAID NOTES

31. (a) Amount of each payment comprising the Issue Price [●]
 (c) Dates upon which each payment is to be made by Noteholder [●]
 (d) Consequences (if any) of failure to make any such payment by Noteholder [●]
 (e) Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments [●] percent per annum

INSTALMENT NOTES

32. Instalment Dates [●]
 33. Instalment Amounts (expressed as a percentage of the aggregate Nominal Amount of the Notes) [●]

MIXED RATE NOTES

34. Periods during which the Interest Rate for the Mixed Rate Notes will be (as applicable) that for:
 (a) Fixed Rate Notes [●]

- (b) Floating Rate Notes [•]
 - (c) Index-Linked Notes [•]
 - (d) Dual Currency Notes [•]
 - (e) [Other Notes [•]]
35. The interest rate and other pertinent details are set out under the headings relating to the applicable forms of Notes

INDEX-LINKED NOTES

36. (a) Type of Index-Linked Notes [Indexed Interest Notes / Indexed Redemption Amount Notes]
- (b) Code [•]
 - (c) Currency of Index [•]
 - (d) Name of Index Calculator [•]
 - (e) Index Sponsor [•]
 - (f) Index/Formula by reference to which Interest Rate / Interest Amount is to be determined [•]
 - (g) Manner in which the Interest Rate / Interest Amount is to be determined [•]
 - (h) Interest Periods [Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date, provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) [the following Interest Payment Date]/[[State specific Interest Payment Dates.] Each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention.]
 - (i) Interest Payment Dates [Insert the specific Interest Payment Dates of each calendar year] or, if that day is not a Business Day, the Business Day on which interest will be paid as determined in accordance with the applicable Business Day Convention.

- (j) [Base CPI for Indexed-Linked Notes] [●]
- (k) if different from the Calculation Agent, agent responsible for calculating amount of principal and interest [●]
- (l) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable [●]
- (m) Minimum Rate of Interest of [●] percent per annum [●]
- (n) Maximum Rate of Interest of [●] percent per annum [●]
- (o) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision) [●]
- (p) Other terms relating to Index-Linked Notes [●]
- (q) Index ground rules documents will be available on the website [●]
- (r) Any changes to the index methodology will be notified to the Noteholders and communicated to the SEM [●]
- (s) All other changes as detailed in the ground rules document will be published on the index calculator's website [●]
- (t) The level of the index is published [Daily/Monthly] [●]

- (u) The level of the index will be published on the website
- (v) Indices underlying the index being referenced
- (w) The level of each of the indices underlying the index being referenced is published
- (x) The level of each of the indices underlying the index being referenced will be published on the website

DUAL CURRENCY NOTES

- | | | | |
|-----|-----|--|--|
| 37. | (a) | Type of Dual Currency Notes | [Dual Currency Interest/Dual Currency Redemption Amount] Notes |
| | (b) | Exchange rate/method of calculating exchange rate | [●] |
| | (c) | Provisions applicable where calculation by reference to exchange rate is impossible or impracticable | [●] |
| | (d) | Person at whose option Specified Currency(ies) is/are payable | [●] |
| | (e) | Other | [●] |

EXCHANGEABLE NOTES

- | | | | |
|-----|-----|---|----------|
| 38. | (a) | Mandatory Exchange applicable? | [Yes/No] |
| | (b) | Noteholders' Exchange Right applicable? | [Yes/No] |
| | (c) | Exchange Securities | [●] |
| | (d) | Manner of determining Exchange Price | [●] |
| | (e) | Exchange Period | [●] |

- (f) Other [●]

EXTENDIBLE NOTES

39. (a) Last date to which Redemption Date may be extended [●]
- (b) Step-up Margin [●]
- (c) Requisite notice [●]
- (d) Other [●]

OTHER NOTES

40. If the Notes are Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-Linked Notes, Dual Currency Notes, Instalment Notes, Partly Paid Notes, Exchangeable Notes, Extendible Notes or if the Notes are a combination of any of those, set out the relevant description and any additional terms and conditions relating to those Notes. [●]

PROVISIONS REGARDING REDEMPTION/MATURITY

41. Issuer's Optional Redemption: [Yes/No]
- If yes:
- (a) Optional Redemption Dates [●]
- (b) Optional Redemption Amounts and method, if any, of calculation of such amounts [●]
- (c) Minimum period of notice (if different from Condition 7.4 (*Redemption at the Option of the Issuer*)) [●]

- (d) If redeemable in part:
- Minimum Redemption Amounts
- Higher Redemption Amounts
- (e) Other terms applicable on redemption
42. Redemption at the Option of the Senior Noteholders: [Yes/No]
- If yes:
- (a) Optional Redemption Dates
- (b) Optional Redemption Amounts
- (c) Minimum period of notice (if different from Condition 7.5 (*Redemption at the Option of the Senior Noteholders*))
- (d) If redeemable in part:
- Minimum Redemption Amounts
- Higher Redemption Amounts
- (e) Other terms applicable on redemption
- (f) Attach *pro forma* put notices
43. Early Redemption Amounts payable on redemption for taxation reasons or on Event of Default (if required). [Yes/No]
- If no:
- (a) Amount payable; or
- (b) Method of calculation of amount payable

44. Other terms applicable on redemption

GENERAL

45. Notes in issue As at the date of this issue, the Issuer has issued Notes in the aggregate total amount of USD[●] under the Programme.
46. Financial Exchange [SEM]/[Specify other or additional Financial Exchange, if applicable]
47. Calculation Agent [●]
48. Paying Agent [●]
49. Transfer Agent [●]
50. Additional selling restrictions [●]
51. ISIN No. [●]
52. Stock Code [●]
53. Method of distribution [*Private placement, dutch auction or other*]
54. If syndicated, names of managers [●]
55. If non-syndicated, name of Dealer [●]
56. Governing law (if the laws of Mauritius are not applicable) [●]
57. Use of proceeds [●]
58. Pricing Methodology [Standard SEM pricing methodology / other – insert details]
59. Other provisions [●]
60. Issuer Rating and issue date [●] / [●]
61. Date of rating review [●]
62. Programme Rating and issue date [●] / [●]
63. Date of rating review [●]
64. Notes Rating and issue date [●] / [●]
65. Date of rating review [●]
66. Rating Agency [●]

Responsibility:

The Issuer certifies that to the best of its knowledge and belief:

- (d) there are no facts that have been omitted which would make any statement in Applicable Pricing Supplement false or misleading;
- (e) all reasonable enquiries to ascertain those facts have been made; and
- (f) this Applicable Pricing Supplement contains all information required by law and the Listing Rules.

The directors of the Issuer collectively and individually accept full responsibility for the accuracy of the information set out in the Programme Memorandum, this Applicable Pricing Supplement, the Issuer's annual financial statements, the Issuer's annual report , any interim quarterly financial reports and any amendments or supplements to any of those documents, except as otherwise stated.

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SIGNED at _____ on this 30th day of September 2019.

For: **TENSAI PROPERTY SERVICES LIMITED**

Signature: _____
who warrants that he / she is duly authorised thereto

Name: _____

Capacity: _____