

HARCOURT STREET 1 (RF) LIMITED

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

APPLICABLE PRICING SUPPLEMENT

**Issue of ZAR100,000,000 Senior Secured Floating Rate Notes
Under its ZAR10,000,000,000 Secured Note Programme
Series Transaction 10, Sub-Series No 6**

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

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum dated 17 February 2016 (as amended or supplemented), the Applicable Issuer Supplement executed by Harcourt Street 1 (RF) Limited dated 17 February 2016 (as amended and supplemented) and the Applicable Transaction Supplement executed by Harcourt Street 1 (RF) Limited dated 18 February 2020 in relation to Series Transaction 10 (as amended and supplemented). To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum or Applicable Transaction Supplement, the provisions of this Applicable Pricing Supplement shall prevail.

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

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

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum headed "*Glossary of Terms*" and the section of the Applicable Transaction Supplement headed "*Series Transaction Specific Definitions*". References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the Programme Memorandum headed "*Terms and Conditions of the Notes*", read with the section of the Applicable Transaction Supplement headed "*Replacement/Additional/Amended Terms and Conditions of the Notes*". References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

DESCRIPTION OF THE NOTES

1	Issuer	Harcourt Street 1 (RF) Limited, registration number 2015/047670/06
2	Security SPV	Harcourt Street Security SPV 7 Trust, Master's Reference Number IT000903/2019(G) represented by Quadridge Trust Services Proprietary Limited, as trustee, which may be used as Security SPV for subsequent Series Transactions
3	Status and Class of the Notes	Senior Secured Notes
4	Tranche number	1
5	Series number	10
6	Sub-Series number	No 6
7	Aggregate Principal Amount of this Tranche	ZAR100,000,000
8	Issue Date and first settlement date	24 March 2023
9	Minimum Denomination per Note	ZAR1,000,000
10	Issue Price	100%
11	Applicable Business Day Convention	As per the Terms and Conditions, namely the Following Business Day
12	Interest Commencement Date	24 March 2023
13	Final Maturity Date	21 August 2031
14	Issuer Call Option Date	21 August 2025
15	Use of Proceeds	The net proceeds of the issue of this Sub-Series of Notes will be used to acquire the Participation Asset as described below together with all related rights under the Participation Asset on the Issue Date
16	Specified Currency	ZAR
17	Set out the relevant description of any additional/other Terms and Conditions relating to the Notes	N/A
	FIXED RATE NOTES	N/A
	FLOATING RATE NOTES	Applicable
18	Interest Payment Date(s)	21 February, 21 May, 21 August and 21 November of each calendar year, or if such day is not a Business

		Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as referred to in item 11 above) with the first Interest Payment Date being 21 May 2023 and the final Interest Payment Date being the Final Maturity Date
19	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 Interest Payment Date thereafter (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
20	Interest Rate	Reference Rate plus the Margin
21	Manner in which the Interest Rate is to be determined	Screen Determination
22	Margin/Spread for the Interest Rate	1.575% per annum for the period beginning on and including the Issue Date to but excluding the Issuer Call Option Date; and 1.975% per annum for the period beginning on and including the Issuer Call Option Date to but excluding the Final Maturity Date
23	If Screen Determination	
	(a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	Three Month JIBAR
	(b) Rate Determination Dates	21 May, 21 August, 21 November and 21 February as adjusted in accordance with the applicable Business Day Convention
	(c) Relevant Screen page and Reference Code	Reuters Screen SAFEY page under caption "Yield" as at approximately 11h00, Johannesburg time, on the relevant Rate Determination Date, rounded to the third decimal point
24	If Interest Rate to be calculated otherwise than by reference to Screen Rate Determination, insert basis for determining Interest Rate/Margin/Fall back provisions	N/A
25	Day Count Fraction	Actual/365

26	Any other terms relating to the particular method of calculating interest	N/A
	MIXED RATE NOTES	N/A
	PARTICIPATING ASSET(S) TO BE PURCHASED BY THE ISSUER	
27	Participating Asset Issuing Entity	SuperDrive Investments (RF) Limited whose financial information can be obtained from the following website: https://www.bmw.co.za/en/topics/offers-and-services/bmw-financial-services/investor-relations.html
28	Guarantor of the Participating Asset Issuing Entity	SuperDrive Investments Guarantor SPV (RF) Proprietary Limited, which has been incorporated to hold and realise security for the benefit of secured creditors (including noteholders), subject to a guarantee and in accordance with the terms of the SPDA16 Applicable Pricing Supplement and the SuperDrive Programme Memorandum, as defined below.
29	Rating of the Participating Asset Issuing Entity	N/A
30	Rating of the Participating Asset	A rating of Aaa.za/Baa1(sf) has been assigned the Participating Asset by Moody's Investor Services
31	Year end of the Participating Asset Issuing Entity	31 December of each calendar year
32	Legal jurisdiction(s) where the Participating Assets are located	The Republic of South Africa
33	Calculation Agent under the Participating Asset	The Standard Bank of South Africa
34	Description of Participating Asset	The ZAR 418,000,000 Secured Floating Rate Notes issued by the Participating Asset Issuing Entity under Stock Code SPDA16 with ISIN ZAG000188764 under an applicable pricing supplement (" the SPDA16 Applicable Pricing Supplement ") pursuant to the Terms and Conditions of the SuperDrive Investments (RF) Limited ZAR 10,000,000,000 Asset Backed Domestic Medium Term Note Programme Memorandum dated 5 August 2019, as may be amended and supplemented (" the SuperDrive Programme Memorandum "). The SPDA16 Applicable Pricing Supplement and the SuperDrive Programme Memorandum are available on https://www.bmw.co.za/en/topics/offers-and-

		<u>services/bmw-financial-services/investor-relations.html</u>
35	Eligibility Criteria	N/A
36	Recourse to Investec Bank Limited	<p>No. Investec Bank Limited does not accept any responsibility for the Participating Asset Issuing Entity nor the Participating Asset, and expressly disclaims any liability for any loss arising from the Participating Asset Issuing Entity and/or the Participating Asset</p> <p>The Issuer's ability to make interest and/or principal repayments on this Tranche of Sub-Series of Notes is limited to receiving timely interest payments and/or principal repayments on the Participating Asset from the Participating Asset Obligor. If the Issuer has used an overdraft facility on an Interest Payment Date to facilitate the settlements process of interest payments and/or principal repayments in respect of this Tranche of Sub-Series of Notes, and the Participating Asset Obligor failed to pay interest and/or principal in respect of the Participating Asset on the same day, the Issuer has the right to claw-back any interest payment and/or principal repayment (the "claw-back amount") made on this Tranche of Sub-Series of Notes on such day from the Sub-Series Noteholder(s). The Sub-Series Noteholder(s) shall be required to refund the relevant amount to the Issuer within 5 (five) Business Days following receipt of a written demand specifying the claw-back amount.</p>
37	Nominal value of the portion of the Participating Asset to be purchased by the Issuer	ZAR100,000,000
38	Purchase price of the portion of the Participating Asset to be purchased by the Issuer	ZAR100,734,657.53 (which amount includes an accrued interest)
39	Issue date	22 August 2022
40	Maturity date	21 August 2031
41	Coupon	<p>Three Month JIBAR plus:</p> <p>(i) 1.20% per annum from the Issue Date to the earlier of (a) the actual redemption date of the Participating Asset and (b) 21 August 2025; and</p> <p>(ii) 1.60% per annum from 21 August 2025 to the actual redemption date</p>
42	Coupon payment dates	21 February, 21 May, 21 August and 21 November of each calendar year
43	CUSIP/ISIN:	ZAG000188764

44	Participating Asset Events of Default	As described in the Terms and Conditions of the SuperDrive Programme Memorandum
45	Are the Participating Asset amortising?	Yes, if an early amortisation event (as defined in the Participating Asset Documents) occurs. On the occurrence of an early amortisation event, the revolving period will end, and the Issuer will no longer be entitled to acquire further participating assets or issue further notes. On each payment date following the end of the revolving period, the Participating Asset Issuing Entity will redeem notes outstanding in accordance with the priority of payments to the extent that cash is available for this purpose.
46	Does the Participating Asset Issuing Entity have a call option or early termination events other than as a result of an Event of Default?	Yes, the Participating Asset Issuing Entity has the option to redeem the Participating Asset in accordance with the terms of the Applicable SPDA16 Pricing Supplement and the SuperDrive Programme Memorandum
47	Participating Asset Documents	The SPDA16 Applicable Pricing Supplement and the SuperDrive Programme Memorandum
48	Other terms	As per the terms of the SPDA16 Applicable Pricing Supplement and the SuperDrive Programme Memorandum

SALIENT FEATURES OF THE CREDIT DEFAULT SWAP TO BE ENTERED INTO BY THE ISSUER (as Seller of protection)

49	Effective Date	24 March 2023
50	Scheduled Termination Date	21 August 2031
51	Calculation Agent under the CDS	Investec Bank Limited
52	Reference Entity(ies)	The Bidvest Group Limited
53	Non-Standard / Standard Reference Obligation(s)	Non-Standard Reference Obligation
54	Reference Obligation(s)	Any Obligation of the Reference Entity selected by the Calculation Agent
55	Reference Price	100%
56	All Guarantees	Applicable
57	Credit Events	Bankruptcy Failure to Pay Grace Period Extension: Applicable

		Payment Requirement None Specified Obligation Acceleration Repudiation/Moratorium Restructuring Multiple Holder Obligation: Applicable Default Requirement: ZAR10,000,000 Government Intervention
58	Conditions to Settlement	Credit Event Notice Notifying Party: Investec Bank Limited in its capacity as Buyer of protection; Notice of Publicly Available Information Specified Number: Two
59	Obligations	Obligation Category: Borrowed Money Obligation Characteristics: Senior Unsecured Specified Currency: ZAR
60	Settlement Method	Cash Settlement
61	Valuation Date	Single
62	Early termination events (other than as a result of a Credit Event)	As per the terms of the Credit Default Swap Agreement to be entered into by the Issuer in respect of this Series Transaction 10, Sub-Series No 6
	SALIENT FEATURES OF THE IRS TO BE ENTERED INTO BY THE ISSUER	
63	Interest Rate Swap (“IRS”)	The Issuer will conclude an IRS with the Derivative Counterparty. Pursuant to the IRS, the Issuer will periodically pay a floating rate interest rate to the Derivative Counterparty and will receive, in return from the Derivative Counterparty, an upfront payment on the Issue Date and periodically a floating rate of interest.
64	Effective Date	24 March 2023

65	Termination Date	21 August 2025
66	Calculation Agent under the IRS	Investec Bank Limited
67	Derivative Counterparty	Investec Bank Limited

GENERAL

68	Additional selling restrictions	N/A
69	International Securities Identification Number (ISIN)	ZAG000195017
70	Stock Code	H10T6
71	Financial Exchange	Interest Rate Market of the JSE Limited
72	Dealer(s)	Investec Bank Limited
73	Method of distribution	Private Placement
74	Rating assigned to this Tranche of Notes, date of rating and date for review of rating	Not rated
75	Rating Agency	N/A
76	Governing Law	South Africa
77	Last Day to Register	By 17h00 on the Business Day immediately preceding the first day of a Books Closed Period, which shall mean that the Register will be closed from 17h00 on each Last Day to Register to the following Interest Payment Date
78	Books Closed Period	The 5 (five) calendar days prior to each Interest Payment Date, namely from 17 May to 21 May (both days inclusive), 17 August to 21 August (both days inclusive), 17 November to 21 November (both days inclusive) and from 17 February to 21 February (both days inclusive)
79	Calculation Agent	Investec Bank Limited
80	Specified Office of the Calculation Agent	100 Grayston Drive, Sandown, Sandton, 2196
81	Transfer Agent	Investec Bank Limited
82	Specified Office of the Transfer Agent	100 Grayston Drive, Sandown, Sandton, 2196
83	Paying Agent	Investec Bank Limited

Series Transaction 10, Sub-Series 6 Applicable Pricing Supplement

84	Specified Office of the Paying Agent	100 Grayston Drive, Sandown, Sandton, 2196
85	Settlement Agent	Nedbank Limited
86	Specified Office of the Settlement Agent	Nedbank Investor Services, 2nd Floor, 16 Constantia Boulevard, Roodepoort, 1709
87	Stabilisation Manager, if any	N/A
88	Issuer Programme Amount	ZAR10,000,000,000. The Issue of the Notes will not result in the Issuer Programme Amount being exceeded.
89	Principal Amount Outstanding of all Notes in issue under Series Transaction 10, Sub-Series No. 6 (Excluding this Tranche) on the Issue Date of this Tranche	ZAR734,658
90	Refinancing of Notes	See Annexure A
91	Replacement of definition of Controlling Class and Series Transaction Event of Default in the Programme Memorandum	See Annexure B

PROVISIONS REGARDING EARLY REDEMPTION

92 Mandatory Redemption by the Issuer

(A) Prepayment under the Participating Asset

In the event of a mandatory repayment/prepayment by the Participating Asset Issuing Entity of all or a portion of the principal amount outstanding under the Participating Asset prior to the maturity date of the Participating Asset (as referred to above), the Issuer shall, subject to the Issuer having given written notice to the Sub-Series Noteholders, the Transfer Agent, the Paying Agent and the Calculation Agent (which notice shall be irrevocable), redeem all or such portion of the Notes in this Tranche on the date stipulated in such notice equal to the amount of the principal mandatory repayment/prepayment received from the Participating Asset Issuing Entity in relation to the Participating Asset.

To the extent that Issuer notifies the Sub-Series Noteholder that the Sub-Series of Notes will be early redeemed pursuant to this item, the IRS and the CDS may (partly) terminate and the Issuer may receive or may have to pay a positive or negative termination amount in respect of the IRS and/or CDS (referred to above). The calculation agent under the IRS and CDS will, in its sole discretion, determine the termination amount under the IRS and CDS, respectively. The net proceeds of the mandatory repayment/prepayment (of a the portion) of the Participating Asset to be received by the Issuer, a net IRS and/or CDS termination amount to be received by the Issuer and/or a net IRS and/or CDS termination amount to be paid by the Issuer will be subject to and applied in accordance with the applicable Sub-Series Priority of Payments.

(a) Early Redemption Amount

The amount at which the Sub-Series of Notes will be redeemed will be equal to -

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

plus all accrued but unpaid interest until (but excluding) the date on which the principal prepayment was received by the Issuer in respect of the Participating Asset and subject to the available funds being applied in accordance with the applicable Sub-Series Priority of Payments.

(b) Minimum Period of Notice

Not less than 5 Business Days.

93 Optional redemption by the Issuer

(A) Change in Law Event and Illegality

For the purposes of this item –

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

"Illegality" means it becomes unlawful for the Issuer to perform any of its obligations under the Sub-Series of Notes and/or the Series Transaction Documents in relation to Sub-Series No 6.

If a Change in Law Event or an Illegality has occurred and is continuing, the Issuer may at any time after the Issue Date, at its election, but subject to the Issuer having given notice to the Transfer Agent, the Calculation Agent, the Paying Agent, and the Sub-Series Noteholders (which notice shall be irrevocable) redeem all of the Sub-Series of Notes in this Tranche on the date for redemption stipulated in such notice.

From the date of publication of any notice of redemption pursuant to this item, the Issuer shall make available at 100 Grayston Drive, Sandton for inspection by any holder of the Sub-Series of Notes to be so redeemed, a certificate signed by two authorised signatories of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that a Change in Law Event or an Illegality has occurred.

To the extent that Issuer notifies the Sub-Series Noteholder(s) that the Sub-Series of Notes will be early redeemed pursuant to this item, the Issuer will sell the Participating Asset to fund such early redemption. Concurrently the IRS and the CDS will terminate, and the Issuer may receive or may have to pay a positive or negative termination amount in respect of the IRS and CDS (referred to above). The calculation agent under the IRS and CDS will, in its sole discretion, determine the termination amount under the IRS and CDS, respectively. The net sale proceeds (of a the portion) of the Participating Asset to be received by the Issuer, a net IRS and/or CDS termination amount to be received by the Issuer and/or a net IRS and/or CDS termination amount to be paid by the Issuer will be subject to and applied in accordance with the applicable Sub-Series Priority of Payments.

(a) Early Redemption Amount

Each Note shall be redeemed in cash at an amount equal to the Principal Amount Outstanding plus accrued but unpaid interest, if any, until the date of redemption of the Sub-Series of Notes, subject to funds being available in accordance with the applicable Sub-Series Priority of Payments.

Minimum period of notice: Not less than 5 Business Days

(B) Issuer Call Option

The Issuer is entitled to exercise its right to repay in full all, but not some, of the Sub-Series of Notes on the Issuer Call Option Date by giving the Sub-Series Noteholder(s) not less than 5 Business Days prior notice, which notice shall be irrevocable. If the Issuer Call Option is exercised by the Issuer, the Issuer will redeem the Sub-Series of Notes at their aggregate Principal Amount Outstanding together with accrued but unpaid interest until (but excluding) the date of early redemption, subject to the available funds being applied in accordance with the applicable Sub-Series Priority of Payments.

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


At the date of this Applicable Pricing Supplement -

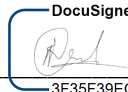
- 94 the ultimate borrower is the Issuer;
- 95 the Issuer is a going concern and can be reasonably expected to meet its obligations under the Sub-Series of Notes;
- 96 the auditor of the Issuer is KPMG Inc;
- 97 the aggregate Principal Amount Outstanding of all Notes in issue by the Issuer, excluding this Tranche of Notes and any other Notes to be issued on the Issue Date of this Tranche of Notes, is ZAR1,951,296,492;
- 98 it is anticipated that the Issuer may issue additional Notes, up to ZAR1,000,000,000, during the remainder of its current financial year, in addition to the sub-Series of Notes forming part of this Issue;
- 99 prospective investors are to consider this Applicable Pricing Supplement, the Programme Memorandum, the Applicable Transaction Supplement and the documents incorporated therein by reference to ascertain the nature of the financial and commercial risks of an investment in the Sub-Series of Notes;
- 100 there has not been any material adverse change in the Issuer's financial position since 31 March 2022;

- 101 the Sub-Series of Notes to be issued will be listed;
- 102 the net proceeds of the issue of this Sub-Series of Notes will be used to acquire the Participating Asset, together with all related rights under that Participating Asset;
- 103 the obligations of the Issuer in respect of the Sub-Series of Notes issued under the Applicable Pricing Supplement are guaranteed by the Series Security SPV in terms of the Sub-Series Guarantee; and
- 104 KPMG Inc, the statutory auditors of the Issuer, have confirmed that nothing has come to their attention that causes them to believe that the Issuer will not be in compliance with the relevant provisions of the Commercial Paper Regulations with regard to the proposed issue of secured floating rate Notes, as described in the Programme Memorandum, the Applicable Transaction Supplement and this Applicable Pricing Supplement.

Application is hereby made to list this Tranche of Sub-Series of Notes, as from 24 March 2023, pursuant to the Harcourt Street 1 (RF) Limited Secured Note Programme. The Programme was registered with the JSE on 17 February 2016.

HARCOURT STREET 1 (RF) LIMITED

By:  _____
Capacity: Director, duly authorised
Name: KW van Staden
Date: 23 March 2023

DocuSigned by:
 _____
3F35F39ECBB54AF...
Capacity: Director, duly authorised
Name: Nick Clarke
Date: 23 March 2023 | 6:55:27 AM GMT

ANNEXURE A - REFINANCING

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

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

ANNEXURE B - REPLACEMENT OF DEFINITION OF CONTROLLING CLASS AND SERIES TRANSACTION EVENT OF DEFAULT IN THE PROGRAMME MEMORANDUM

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

"Controlling Class" in relation to each Sub-Series outstanding under Series Transaction 10, the Class of Sub-Series of Notes of the most senior rank in the applicable Sub-Series Priority of Payments, for so long as any of such Sub-Series of Notes are outstanding, and after such Sub-Series of Notes are no longer outstanding, each succeeding Class of Sub-Series of Notes, (in reducing order of rank) for so long as each such succeeding Class of Sub-Series is outstanding.

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

12. SERIES TRANSACTION EVENT OF DEFAULT

- 12.1 A Series Transaction Event of Default shall occur in relation to Series Transaction 10, Sub-Series No. 6 should:

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

- 12.1.2 the Issuer fail duly to perform or observe any other obligation binding on it under the Sub-Series of Notes, these Terms and Conditions or any of the other Series Transaction Documents relating to Series Transaction 10, Sub-Series No. 6, which breach is not remedied within the grace period permitted in terms of the relevant Series Transaction Document in relation to Series Transaction 10, Sub-Series No. 6, or if no such grace period is provided, within 10 Business Days after receiving written notice from either the Series Security SPV or the counterparty to the relevant Series Transaction Document requiring such breach to be remedied and the Series Security SPV has certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Sub-Series Noteholders; or

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

- 12.1.4 an Issuer Insolvency Event occurs; or

- 12.1.5 the Security Interests in favour of the Series Security SPV granted pursuant to the Sub-Series Security Agreements and the Sub-Series Indemnity relating to Series Transaction 10, Sub-Series No. 6, become unenforceable for any reason whatsoever (or be reasonably claimed by the Series Security SPV not to be in full force and effect) or cease to grant the Series Security SPV a first

- priority Security Interest in respect of the assets, rights and interests of the Sub-Series Security Agreements and the Sub-Series Indemnity; or
- 12.1.6 it be or become unlawful for the Issuer to perform any of its obligations under the Series Transaction Documents relating to Series Transaction 10, Sub-Series No. 6, and the Series Security SPV has certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Sub-Series Noteholders; or
- 12.1.7 any action, condition or thing (including the obtaining of any consent, license, approval or authorisation) now or hereafter necessary to enable the Issuer to comply with its obligations under the Series Transaction Documents in relation to Series Transaction 10, Sub-Series No. 6, is not taken, fulfilled or done, or any such consent, licence, approval or authorisation shall be revoked, modified, withdrawn or withheld or shall cease to remain in full force and effect, and in either case, the Series Security SPV has certified to the Issuer that such event is, in its opinion, materially prejudicial to the interests of the Sub-Series Noteholders; or
- 12.1.8 the Issuer alienate, dispose of or Encumber any Series Security in relation to Series Transaction 10, Sub-Series No. 6 (other than pursuant to the Series Transaction Documents) without the prior written consent of the Series Security SPV; or
- 12.1.9 the Issuer cease to carry on its business in a normal and regular manner or materially change the nature of its business, or through an official act of the board of directors of the Issuer, if the Issuer is a company, or the trustees for the time being of the Issuer, if the Issuer is a trust, threaten to cease to carry on business.
- 12.2 If, in respect of Series Transaction 10 and in particular this Sub-Series of Notes, a Series Transaction Event of Default occurs:
- 12.2.1 the Administrator shall forthwith inform the Series Security SPV, the JSE (if applicable) and the Rating Agency (if applicable) thereof;
- 12.2.2 the Series Security SPV shall, as soon as such Series Transaction Event of Default comes to its notice (whether as a result of having been informed by the Administrator thereof pursuant to the previous sub-clause or otherwise), forthwith call a meeting of the Sub-Series Noteholders or where there is more than one Class of Sub-Series Noteholders, of the Controlling Class;
- 12.2.3 the Series Security SPV:
- 12.2.3.1 in its discretion, may; or
- 12.2.3.2 if so instructed by an Extraordinary Resolution of the Sub-Series Noteholders or where there is more than one Class of Sub-Series Noteholders, of the Controlling Class, shall,

by written notice to the Issuer (an "**Enforcement Notice**") declare the Sub-Series of Notes, and any amounts owing under any other Series Transaction Document in relation to Series Transaction 10, Sub-Series No. 6, to be immediately due and payable, and require the Principal Amount Outstanding of the Sub-Series of Notes, together with accrued interest thereon, and the amounts owing under all other Series Transaction Documents in relation to Series Transaction 10, Sub-Series No. 6, to be forthwith paid, to the extent permitted by and in accordance with the Post-Enforcement

Sub-Series Priority of Payments. The Issuer shall forthwith do this, failing which the Series Security SPV may take all necessary steps, including legal proceedings, to enforce the rights of the Sub-Series Noteholders and other Sub-Series Secured Creditors set out in, and the Series Security given in respect of, these Terms and Conditions and the other Series Transaction Documents relating to this Series Transaction 10, Sub-Series No. 6, subject always to the provisions of the Post-Enforcement Sub-Series Priority of Payments.

- 12.3 The Series Security SPV shall not be required to take any steps to ascertain whether any Series Transaction Event of Default has occurred and until the Series Security SPV has actual knowledge or has been served with express notice thereof it shall be entitled to assume that no such Series Transaction Event of Default has taken place.
- 12.4 If the Sub-Series of Notes become immediately due and payable pursuant to the delivery of an Enforcement Notice by the Series Security SPV, they will be redeemed strictly in accordance with the Post-Enforcement Sub-Series Priority of Payments. If the Issuer has insufficient funds to redeem all the Sub-Series of Notes of a particular Class (the "**Relevant Notes**") in full, those Sub-Series of Notes shall be redeemed pro rata to their Principal Amount Outstanding. If, having redeemed the Relevant Notes in full, the Issuer has insufficient funds to redeem any Class of Notes ranking below the Relevant Notes (if applicable), such Class of Notes shall be redeemed pro rata to the Principal Amount Outstanding of such Notes in accordance with the Post-Enforcement Sub-Series Priority of Payments.
- 12.5 It is recorded that as security for the due, proper and timeous fulfilment by the Issuer of all its obligations under the Sub-Series of Notes, the Series Security SPV shall provide the Sub-Series Noteholders with the Sub-Series Guarantee. Each Sub-Series Noteholder expressly accepts the benefits of the Sub-Series Guarantee and acknowledges the limitations on its rights of recourse in terms of such Sub-Series Guarantee and the Series Transaction Documents in relation to this Series Transaction 10, Sub-Series No 6.
- 12.6 The rights of Sub-Series Noteholders against the Issuer will be limited to the extent that the Sub-Series Noteholders will not be entitled to take any action or proceedings against the Issuer to recover any amounts payable by the Issuer to them under the Sub-Series of Notes (including not levying or enforcing any attachment or execution upon the assets of the Issuer), and all rights of enforcement shall be exercised by lodging a claim under the Sub-Series Guarantee, provided that:
- 12.6.1 if the Series Security SPV is entitled and obliged to enforce its claim against the Issuer pursuant to the Sub-Series Indemnity but fails to do so within 60 Business Days of being called upon to do so by an Extraordinary Resolution of the Sub-Series Noteholders or where there is more than one Class of Sub-Series Noteholders, of the Controlling Class; or
- 12.6.2 if the Series Security SPV is wound-up, liquidated, de-registered, placed under Business Rescue or sequestrated, as the case may be, (in each case whether voluntarily or compulsorily, provisionally or finally) or if the Sub-Series Guarantee, Sub-Series Indemnity or any of the Sub-Series Security Agreements are not enforceable (as finally determined by a judgment of a court of competent jurisdiction after all rights of appeal and review have been exhausted or as agreed by the Series Security SPV, Sub-Series Noteholders and other Sub-Series Secured Creditors),

then the Sub-Series Noteholders shall be entitled to take action themselves to enforce their claims directly against the Issuer if a Series Transaction Event of Default occurs in which event the Sub-Series Noteholders shall notify the Issuer, the Administrator

and the Series Security SPV in writing of such claim and any such notice shall be deemed to constitute an Enforcement Notice delivered by the Series Security SPV.

- 12.7 The Sub-Series Noteholders shall not institute, or join with any person in instituting, or approve any steps or legal proceedings for the winding-up, liquidation, deregistration, Business Rescue or sequestration of the Issuer, as the case may be, or any compromise or scheme of arrangement with its members (if applicable) or any of its creditors or any related relief, or for the appointment of a liquidator, Business Rescue practitioner, trustee, or similar officer of the Issuer or of any or all of the Issuer's assets or revenues, until 2 years after the payment of all amounts outstanding and owing by the Issuer under all of the Notes and any other Series Transaction Documents entered into in respect of all Series Transactions in relation to an Issuer.
- 12.8 Without prejudice to the foregoing provisions of this Condition, each Sub-Series Noteholder undertakes to the Issuer and the Series Security SPV that if any payment is received by it other than in accordance with the Sub-Series Priority of Payments in respect of sums due to it by the Issuer and/or the Series Security SPV, the amount so paid shall be received and held by such Sub-Series Noteholder as agent for the Issuer and/or the Series Security SPV and shall be paid to the Issuer and/or the Series Security SPV immediately on demand.
- 12.9 The Series Security SPV acknowledges that it holds the Sub-Series Security created pursuant to the Sub-Series Security Agreements to be distributed, on enforcement, in accordance with the provisions of the Post-Enforcement Sub-Series Priority of Payments.
- 12.10 Each Sub-Series Noteholder undertakes that it will not set off or claim to set off any amounts owed by it to the Issuer or the Series Security SPV against any liability or amount owed to it by the Issuer or the Series Security SPV.
- 12.11 Notwithstanding the provisions of the preceding sub-clauses, in the event of a liquidation, winding-up or sequestration of the Issuer or of the Issuer being placed under Business Rescue, Sub-Series Secured Creditors ranking prior to others in the Post-Enforcement Sub-Series Priority of Payments shall be entitled to receive payment in full from the Sub-Series Assets of the Issuer of amounts due and payable to them, before other Sub-Series Secured Creditors that rank after them in the Post-Enforcement Sub-Series Priority of Payments receive any payment on account of amounts owing to them.
- 12.12 In order to ensure the fulfilment of the provisions regarding Post-Enforcement Sub-Series Priority of Payments, each Sub-Series Noteholder agrees that in the event of a liquidation, winding-up or sequestration of the Issuer or of the Issuer being placed under Business Rescue, it will lodge a claim against the Series Security SPV arising out of the Sub-Series Guarantee. The Series Security SPV will, in turn, make a claim in the winding-up, liquidation, sequestration or Business Rescue proceedings of the Issuer pursuant to the Sub-Series Indemnity and pay the Sub-Series Secured Creditors out of any amount recovered in such proceedings in accordance with the Post-Enforcement Sub-Series Priority of Payments.
- 12.13 In the event that the Series Security SPV fails, for whatever reason, to make a claim in the liquidation, winding-up, sequestration or Business Rescue proceedings of the Issuer pursuant to the Sub-Series Indemnity or should the liquidator, trustee or Business Rescue practitioner not accept a claim tendered for proof by the Series Security SPV pursuant to the Sub-Series Indemnity, then, in order to ensure compliance with the Post-Enforcement Sub-Series Priority of Payments, each Sub-Series Noteholder shall be entitled to lodge such claims itself and each Sub-Series Noteholder agrees that:

12.13.1 any claim made or proved by a Sub-Series Noteholder in the liquidation, winding-up, sequestration or Business Rescue proceedings in respect of amounts owing to it by the Issuer shall be subject to the condition that no amount shall be paid in respect thereof to the extent that the effect of such payment would be that the amount payable to the Sub-Series Secured Creditors that rank prior to it in terms of the Post-Enforcement Sub-Series Priority of Payments would be reduced; and

if the liquidator, trustee or Business Rescue practitioner does not accept claims proved subject to the condition contained in the preceding sub-paragraph then each Sub-Series Secured Creditor shall be entitled to prove its claims against the Issuer in full, on the basis that any liquidation dividend payable to it is paid to the Series Security SPV for distribution in accordance with the Post-Enforcement Sub-Series Priority of Payments.