



LEWIS GROUP LIMITED

(Incorporated in South Africa with limited liability under Registration Number 2004/009817/06)

ZAR2,000,000,000

Domestic Medium Term Note Programme

Unconditionally and irrevocably guaranteed, jointly and severally, by the Guarantors (from time to time and for the time being)

Under this ZAR2,000,000,000 Domestic Medium Term Note Programme, Lewis Group Limited (the "**Issuer**") may from time to time issue unsecured or secured registered notes of any kind (the "**Notes**"). Capitalised terms used in this Programme Memorandum (as defined below) are defined in the section of this Programme Memorandum headed "*Terms and Conditions of the Notes*" (the "**Terms and Conditions**"), unless separately defined, and/or in relation to a Tranche of Notes, in the Applicable Pricing Supplement.

The Issuer's obligations to the Noteholders under the Notes are guaranteed, jointly and severally, by the Guarantors (from time to time and for the time being) on the terms and conditions of the guarantee originally dated 23 October 2013 (the "**Guarantee**"), and as described in Condition 6 (*Guarantee*) of the Terms and Conditions. As at the date of this Programme Memorandum, the Issuer's obligations to the Noteholders under the Notes are guaranteed by the Initial Guarantor only.

This Programme Memorandum will apply to the Notes issued under the Programme in an aggregate outstanding Nominal Amount which will not exceed ZAR2,000,000,000 unless such amount is increased by the Issuer as set out in the section of this Programme Memorandum headed "*General Description of the Programme*".

The Notes may comprise, without limitation, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Indexed Notes, Dual Currency Notes, Instalment Notes, Partly Paid Notes, Exchangeable Notes, Extendible Notes and/or such combination of the foregoing Notes and/or such other type of Notes that are approved by the JSE, or its successor, or such other or further Financial Exchange(s), as may be selected by the Issuer and the Relevant Dealer(s) 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 Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

This Programme Memorandum has been registered with the JSE, and the Notes will be listed on the Interest Rate Market of the JSE. A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer, subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme but will not be regulated by the JSE. A copy of the signed Applicable Pricing Supplement relating to a Tranche of Notes which is to be listed on the Interest Rate Market of the JSE will be delivered to the JSE and the CSD before the Issue Date and the Notes in that Tranche may be traded by or through members of the JSE from the date specified in the Applicable Pricing Supplement in accordance with the Applicable Procedures. The settlement of trades on the JSE will take place in accordance with the electronic settlement procedures of the JSE, and the CSD for all trades done through the JSE. The placement of a Tranche of unlisted Notes may (at the sole discretion of the Issuer) be reported through the JSE reporting system, in which event the settlement of trades in such Notes will take place in accordance with the electronic settlement procedures of the JSE and the CSD for all trades done through the JSE. The settlement and redemption procedures for a Tranche of Notes listed on any Financial Exchange (other than or in addition to the JSE) will be specified in the Applicable Pricing Supplement.

The Notes may be issued on a continuing basis and be placed by one or more of the Dealers specified under the section headed “*Summary of the Programme*” and any additional Dealer appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis. 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 such Notes.

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, which Rating (if applicable) will be reflected in the Applicable Pricing Supplement. As at the date of this Programme Memorandum, the Programme has not been rated by a Rating Agency. The Guarantors have not, as at the date of this Programme Memorandum, been rated. After the date of this Programme Memorandum the Guarantors may be rated by a Rating Agency on a national scale or international scale basis. A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency. The Applicable Pricing Supplement will reflect the Rating, if any, which has been assigned to the Issuer, the Guarantors, the Programme and/or a Tranche of Notes, as the case may be, as well as the Rating Agency which assigned such Rating. For so long as the Programme Memorandum remains registered with the JSE, any change in any assigned Rating (if applicable) will be published by the Issuer on the Stock Exchange News Service (“**SENS**”), or any other similar service, established by the JSE. The Issuer may agree with any Dealer that Notes may be issued in a form not contemplated by the Terms and Conditions of the Notes herein, in which event a supplementary Programme Memorandum, if appropriate, will be made available, which will describe the effect of the agreement reached in relation to such Notes.

Debt Sponsor, Arranger and Dealer

Attorneys to Arranger and Issuer

Absa Bank Limited

ENSafrica



Programme Memorandum dated on or about 21 February 2019, which amends, restates, replaces and supersedes the Programme Memorandum originally dated 23 October 2013

GENERAL

Words used in this section headed “General” shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

The Issuer and each of the Guarantors certify that to the best of their knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made, as well as that the Programme Memorandum contains all information required by law and the JSE Debt Listings Requirements. The Issuer shall have regard to the objects of the Financial Markets Act, which includes, but is not limited to ensuring fairness, efficiency and transparency. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum and the annual financial statements and the applicable pricing supplements, and the annual report and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The Issuer and each of the Guarantors, having made all reasonable enquiries, confirm that this Programme Memorandum contains or incorporates all information which is material in the context of the issue and the offering of Notes, that the information contained or incorporated in this Programme Memorandum is true and accurate in all material respects and is not misleading, that 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 such information or expression of any such opinions or intentions false or misleading in any material respect.

This document is to be read and construed with any amendment or supplement thereto (this document, as amended, replaced or supplemented, the “**Programme Memorandum**”) and in conjunction with any other documents which are deemed to be incorporated herein by reference (see 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 such documents are incorporated into and are deemed to form part of this Programme Memorandum.

Claims against the JSE Debt Guarantee Fund Trust (or any successor fund) may only be made in respect of trading in Notes listed on the Interest Rate Market of the JSE in accordance with the rules of the JSE Debt Guarantee Fund Trust, and can in no way relate to trading on another licensed or recognised exchange or to a default by the Issuer of its obligations in terms of its obligations under the Notes.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the pricing supplement contains all information required by law

and the Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the placing document and the annual financial statements and/or the pricing supplements and/or the annual report 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 and the annual financial statements and the pricing supplements and the annual report of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum and the annual financial statements and the pricing supplements and the annual report of the Issuer 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 listing of the debt securities is not to be taken in any way as an indication of the merits of the issuer or of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

The Arranger, the Dealers, the JSE, the CSD or any of their respective affiliates and other professional advisors named herein, have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, whether express or implied, is made, and no responsibility is accepted by the Arranger, the Dealers, the JSE, the CSD or other professional advisors as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer or any of the Guarantors. The Arranger, the Dealers, the JSE, the CSD or their respective affiliates and other professional advisors do not accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer and/or any of the Guarantors in connection with the Programme.

No person has been authorised by the Issuer or any of the Guarantors to give any information or to make any representation not contained 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, such information or representation must not be relied upon as having been authorised by the Issuer, any of the Guarantors, the Arranger, the Dealers, the JSE, the CSD, any of their agents or employees or other professional advisors.

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, the Guarantors, the Arranger or any of the Dealers that any recipient of this Programme Memorandum or any other information supplied in connection with the Programme should subscribe for or purchase any Notes.

The attention of investors is drawn to Condition 6 (*Guarantee*) of the Terms and Conditions and the section headed “*Terms and Conditions of the Guarantee*” pursuant to which, from time to time, additional guarantors may accede to the Guarantee and guarantee the obligations of the Issuer to investors. Accordingly, investors should determine which entities are Guarantors in respect of the Programme at any particular point in time.

Each person contemplating the subscription for or purchase of any Notes should determine for itself the relevance of the information contained in this Programme Memorandum, and should make its own independent investigation of the financial condition and affairs and its own appraisal of the creditworthiness of the Issuer and the Guarantors, and its subscription for or purchase of Notes should be based upon any such investigation as it deems necessary. Neither this Programme Memorandum nor any Applicable Pricing Supplement nor 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 and/or the Guarantors, the Arranger or any of the Dealers 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 contained herein is correct at any time subsequent to the date hereof 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 the same. The Arranger and the Dealers expressly do not undertake to review the financial condition or affairs of the Issuer or the Guarantors during the life of the Programme. Investors should review, *inter alia*, the most recent financial statements, if any, of the Issuer and/or the Group 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 Guarantors, 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, the Guarantors, the Dealers or other professional advisors represents that this Programme Memorandum 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 thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Guarantors, the Arranger, the Dealers or other professional advisors 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 neither this Programme Memorandum nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any Applicable Laws and regulations, 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 United States Securities Act of 1933 (as amended) (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.

In connection with the issue and distribution of any Tranche of Notes under the Programme, the Dealer, if any, that is specified in the Applicable Pricing Supplement as the stabilising manager (or any person acting for the stabilising manager) may, if specified in that Applicable Pricing Supplement and only if such stabilising is permitted by the Applicable Laws and agreed with the JSE, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail, for a limited period. However, there may be no obligation on the stabilising manager (or any agent of the stabilising manager) to do this. Prior to the commencement of any stabilising on Notes to be listed on the JSE, the Issuer will approach the JSE for a ruling in this regard. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

TABLE OF CONTENTS

| Clause number and description | Page |
|--|------|
| GENERAL | 3 |
| DOCUMENTS INCORPORATED BY REFERENCE | 9 |
| GENERAL DESCRIPTION OF THE PROGRAMME | 12 |
| SUMMARY OF THE PROGRAMME | 14 |
| FORM OF THE NOTES | 26 |
| <i>PRO FORMA</i> APPLICABLE PRICING SUPPLEMENT | 29 |
| TERMS AND CONDITIONS OF THE NOTES | 48 |
| 1. DEFINITIONS | 48 |
| 2. ISSUE | 76 |
| 3. FORM AND DENOMINATION | 77 |
| 4. TITLE | 79 |
| 5. STATUS OF NOTES | 81 |
| 6. GUARANTEE | 82 |
| 7. NEGATIVE PLEDGE | 84 |
| 8. INTEREST | 84 |
| 9. PAYMENTS | 92 |
| 10. REDEMPTION AND PURCHASE | 94 |
| 11. TAXATION | 103 |
| 12. EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF INDIVIDUAL CERTIFICATES | 105 |
| 13. REGISTER | 107 |
| 14. TRANSFER OF NOTES | 108 |
| 15. PRESCRIPTION | 111 |
| 16. EVENTS OF DEFAULT | 111 |
| 17. ISSUER AGENT AND PARTICIPANT | 116 |
| 18. NOTICES | 116 |
| 19. MEETINGS OF NOTEHOLDERS | 118 |

| | | |
|-----|--|-----|
| 20. | AMENDMENT OF THESE CONDITIONS | 124 |
| 21. | FURTHER ISSUES | 126 |
| 22. | GOVERNING LAW..... | 126 |
| | TERMS AND CONDITIONS OF THE GUARANTEE | 127 |
| | RISK FACTORS..... | 135 |
| | USE OF PROCEEDS..... | 136 |
| | DESCRIPTION OF THE ISSUER AND THE INITIAL GUARANTOR..... | 137 |
| | SETTLEMENT, CLEARING AND TRANSFER OF NOTES | 138 |
| | SUBSCRIPTION AND SALE | 141 |
| | SOUTH AFRICAN TAXATION..... | 143 |
| | SOUTH AFRICAN EXCHANGE CONTROL | 148 |
| | GENERAL INFORMATION..... | 149 |

DOCUMENTS INCORPORATED BY REFERENCE

Words used in this section headed "Documents Incorporated by Reference" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

For so long as the Programme Memorandum remains registered with the JSE, 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 prepared by the Issuer from time to time;
- (b) the Guarantee executed by the Guarantors in favour of the Noteholders;
- (c) the published annual report of the Issuer and each of the Guarantors incorporating their audited annual financial statements (and/or, where applicable, the audited interim financial statements), together with reports and the notes attached to or intended to be read with such financial statements of the Issuer and each of the Guarantors for their 3 (three) financial years prior to the date of such issue as well as for each financial year thereafter ending on the last day of each financial year, currently 31 March in respect of the Issuer and each of the Guarantors;
- (d) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme;
- (e) all the certificates signed by the Issuer, as contemplated in Condition 6.1.5;
- (f) a document containing the following information will be placed on the Issuer's website, <http://www.lewisgroup.co.za/investors/bond-programme/>
 - i. all information pertaining to the risk factors inherent in investing in the Notes, including the risk factors specific to the Issuer and the sensitivity of the issue of Notes to such risk;
 - ii. all information pertaining to Exchange Control;
 - iii. all information pertaining to the description of the Issuer, including but not limited to, its business, directors, corporate governance and King IV disclosure;
- (g) the Issuer will publish an announcement on SENS if there are market updates in relation to King IV compliance; and
- (h) all information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum which is electronically submitted, after the date of this Programme Memorandum, by the SENS, or any other similar service, established by the JSE,

save that any statement contained 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 contained in any document subsequently incorporated by reference modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuer will, for so long as the Programme remains registered with the JSE, make available for inspection at the Specified Office of the Issuer, as set out at the end of this Programme Memorandum, without charge, a copy of (a) this Programme Memorandum (and any supplementary documents thereto), Applicable Pricing Supplements, the Guarantee, the Issuer's annual report, including the audited consolidated annual financial statements of the Issuer, and the audited consolidated annual financial statements of the Group, the constitutional documents of the Issuer, and any or all of the documents which are incorporated herein by reference, unless such documents have been modified or superseded, and (b) the most recently obtained monthly register made available by the CSD Participant to the CSD. Requests for such documents should be directed to the Issuer at their registered offices as set out at the end of this Programme Memorandum. Please contact the Chief Financial Officer (Jacques Bestbier) at either (i) (021) 460 4661 or (ii) jacquesb@lewisgroup.co.za to request the delivery of copies of such documents.

The Issuer will, for so long as the Programme Memorandum remains registered with the JSE, review the Programme Memorandum, the constitutional documents of the Issuer or any supplement to this Programme Memorandum on an annual basis to consider if any information contained in relation to the Issuer, specifically excluding Terms and Conditions, is outdated in a material respect. If such information is deemed to be outdated by the Issuer, the Issuer shall update the Programme Memorandum or any supplement to this Programme Memorandum pursuant to approval and registration with the JSE. The Issuer will release an announcement, by electronically publishing such announcement on SENS, or any other similar service, established by the JSE, containing a summary of the changes and a statement that the updated Programme Memorandum or any supplement to the Programme Memorandum will be available for inspection on the relevant website, together with a link to the website.

This Programme Memorandum, Applicable Pricing Supplements, and any supplementary documents thereto will be available on the JSE website, www.jse.co.za, the Issuer's annual report, including the audited consolidated annual financial statements of the Issuer, the audited consolidated annual financial statements of the Group will be available on the Issuer's website, <http://www.lewisgroup.co.za/investors/integrated-annual-reports/>, and this Programme Memorandum, the Guarantee, (and any supplementary documents thereto, including the Applicable Pricing

Supplements) are also available on the Issuer's website, <http://www.lewisgroup.co.za/investors/bond-programme/>.

The Issuer will, for so long as the Programme Memorandum remains registered with the JSE, publish a new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be, if:

- (a) a material change in the condition (financial or otherwise) of the Issuer or any of the Guarantors occurs; or
- (b) a material event has occurred which affects any matter contained in this Programme Memorandum, the disclosure of which would reasonably be required by Noteholders and/or potential investors in the Notes; or
- (c) any of the information contained in this Programme Memorandum becomes outdated in a material respect; or
- (d) this Programme Memorandum no longer contains all the materially-correct information required by the Applicable Procedures,

provided that, in the circumstances set out in paragraphs (c) and (d) above, no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required in respect of the Issuer's and the Group's consolidated annual financial statements if such consolidated annual financial statements are incorporated by reference into this Programme Memorandum and such consolidated annual financial statements are published, as required by the Companies Act, and submitted to the JSE, and the Issuer's consolidated annual financial statements and the consolidated annual financial statements of the Group are published on the Issuer's website, <http://www.lewisgroup.co.za/investors/annual-financial-results/> within 4 (four) months after the financial year end of the Issuer and each of the Guarantors.

The Issuer will, for so long as the Programme remains registered with the JSE, announce by electronically publishing such announcement on SENS, or any other similar service, established by the JSE, when the Issuer's consolidated annual financial statements and the consolidated annual financial statements of the Group are available.

GENERAL DESCRIPTION OF THE PROGRAMME

Words used in this section headed “General Description of the Programme” shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

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 authorised Programme Amount.

A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer, subject to Applicable Laws. Unlisted Notes may also be issued under the Programme but will not be regulated by the JSE. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange. If the Issuer issues a Tranche of unlisted Notes or a Tranche of Notes is listed on any Financial Exchange other than or in addition to the JSE, the Issuer will, by no later than the last day of the month of issue of that Tranche of Notes, inform the JSE in writing of the aggregate Nominal Amount and the Maturity Date (if any) of that Tranche of Notes.

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 ZAR2,000,000,000 or its equivalent in other currencies. For the purpose of calculating the South African Rand equivalent of the aggregate Nominal Amount of the Notes issued under the Programme from time to time, the South African Rand 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 such Notes (the “**Agreement Date**”) on the basis of the spot rate for the sale of the South African Rand against the purchase of such 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) Zero Coupon Notes and other Notes, the Conversion Rate shall be applied to the net subscription proceeds received by the Issuer for the relevant issue; and
- (b) 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.

From time to time the Issuer may wish to increase the Programme Amount. Subject to the Applicable Procedures, all Applicable Laws and the Programme Agreement (as defined in the section headed “*Subscription and Sale*”), the Issuer may, without the consent of Noteholders, increase the Programme

Amount by delivering a notice thereof to the Noteholders in accordance with Condition 18 (*Notices*) of the Terms and Conditions, and to the Arranger and the Dealer(s). Upon such 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, deed or document relating to the Programme and/or this Programme Memorandum) to the Programme Amount will be, and will be deemed to be, references to the increased Programme Amount set out in such notice.

The Issuer and/or a Guarantor may be rated by a Rating Agency on a national scale or international scale basis, which Rating (if applicable) will be reflected in the Applicable Pricing Supplement. As at the date of this Programme Memorandum, the Programme has not been rated by a Rating Agency. A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. Unrated Tranches of 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.

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

A summary of the Programme and the Terms and Conditions appears below.

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete, and is taken from and is qualified in its entirety by, the remainder of this Programme Memorandum and, in relation to the Terms and Conditions of any particular Tranche of Notes, the Applicable Pricing Supplement. Words and expressions defined in the Terms and Conditions shall have the same meanings in this summary.

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|--------------------------------|---|
| Arranger | Absa Corporate and Investment Bank, a division of Absa Bank Limited (registration number 1986/004794/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa and registered as a bank in terms of the Banks Act (“ Absa ”) or such other Arranger(s) as may be appointed by the Issuer, as specified in the Applicable Pricing Supplement. |
| Blocked Rand | Blocked Rand may be used to subscribe for, or purchase, Notes, subject to the Exchange Control Regulations. |
| Clearing and Settlement | Notes may be cleared and settled in accordance with the rules of the JSE and the CSD. The Notes have been accepted for clearance through the CSD (which forms part of the JSE clearing system that is managed by the CSD), and may be accepted for clearance through any additional clearing system as may be agreed between the JSE and the Issuer. As at the date of this Programme Memorandum, the Participants include (but are not limited to) FirstRand Bank Limited, Nedbank Limited, Citibank N.A., South Africa branch, Standard Chartered Bank, Johannesburg branch, Société Générale, Johannesburg branch, The Standard Bank of South Africa Limited and the South African Reserve Bank. Euroclear Bank S.A./N.V. as operator of the Euroclear System (“ Euroclear ”) and Clearstream Banking, société anonyme (Clearstream Luxembourg) (“ Clearstream ”), may hold Notes through their Participant. |
| Cross-Default | The terms of the Notes will contain a cross-default provision relating to Indebtedness for money borrowed having an aggregate outstanding amount equal to or greater than 2,5% (two point five percent) of the Total Assets of the Group (or its equivalent in any other currency or currencies) |

calculated at the time of the occurrence of an Event of Default.

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| CSD | Strate Proprietary Limited (registration Number 1998/022242/07), registered as a central securities depository in terms of the Financial Markets Act or such additional, alternative or successor central securities depository as may be agreed between the Issuer and the Relevant Dealer(s). |
| Dealer(s) | Absa, and any additional Dealer appointed under the Programme by the Issuer from time to time, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of such Dealer. |
| Debt Sponsor | Absa or such other Debt Sponsor as may be appointed by the Issuer subject to the approval of the JSE in accordance with the Applicable Procedures, as specified in the Applicable Pricing Supplement. |
| Denomination | Notes will be issued in such denominations as may be agreed by the Issuer and the Relevant Dealer(s) and as indicated in the Applicable Pricing Supplement, save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the central bank or regulator or any laws or regulations applicable to the Notes. |
| Description of Programme | Lewis Group Limited ZAR2,000,000,000 Domestic Medium Term Note Programme. |
| Distribution | Notes may be distributed by way of private placement or any other means permitted under South African law, and in each case on a syndicated or non-syndicated basis as may be determined by the Issuer and the Relevant Dealer(s) and reflected in the Applicable Pricing Supplement. |
| Form of Notes | Notes will be issued in certificated form or electronically in uncertificated form as described in the section headed " <i>Form of the Notes</i> ". Notes listed on the Interest Rate |

Market of the JSE must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act.

Governing Law

The Notes will be governed by and construed in accordance with the laws of the Republic of South Africa in force from time to time.

Guarantee

The Issuer's obligations under the Notes are unconditionally and irrevocably guaranteed, jointly and severally, by the Guarantors (from time to time and for the time being) in accordance with the Guarantee as described in Condition 6 (*Guarantee*) of the Terms and Conditions, as amended, novated and/or substituted from time to time in accordance with its terms.

Guarantors

means, from time to time, the Initial Guarantor and such other Group Company, which is a Wholly-Owned Subsidiary of the Initial Guarantor, which Wholly-Owned Subsidiary has been incorporated in South Africa and which becomes a Material Subsidiary and accedes to the Guarantee by completing and executing an accession letter in the form attached as **Appendix A** to the Guarantee and delivering such accession letter to the Issuer Agent under and pursuant to Condition 6 of the Terms and Conditions, but excluding Monarch Insurance and/or any Material Subsidiary which due to its corporate nature, the type of business it conducts or otherwise, is prohibited by law or regulation from acting as a guarantor.

Initial Guarantor

means Lewis Stores Proprietary Limited incorporated in South Africa with limited liability under registration number 1946/023387/07.

Interest

Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or be index-linked, and the method of calculating interest may vary between the Issue Date and the Maturity Date.

| | | | |
|---------------------------------|-------------------|-----------------|---|
| Interest | Period(s)/ | Interest | The Interest Rate, Interest Payment Date(s) and Interest Period(s), if any, applicable to a Tranche of Notes will be specified in the Applicable Pricing Supplement. |
| Payment Date(s) | | | |
| Issue and Transfer Taxes | | | As at the date of this Programme Memorandum, no securities transfer tax or any similar tax is payable in respect of the issue, transfer or redemption of the Notes (see the section of this Programme Memorandum headed “ <i>South African Taxation</i> ”). Any future transfer duties and/or taxes that may be introduced in respect of (or are applicable to) the transfer of Notes will be for the account of Noteholders. |
| Issue Price | | | Notes may be issued on a fully-paid or a partly-paid basis and at their Nominal Amount or at a discount or premium to their Nominal Amount, as specified in the Applicable Pricing Supplement. |
| Issuer | | | Lewis Group Limited, incorporated in South Africa with limited liability under registration number 2004/009817/06. |
| Issuer Agent | | | Absa Corporate and Investment Bank, a division of Absa Bank Limited (registration number 1986/004794/06), or such other entity appointed by the Issuer as Issuer Agent, in which event that other entity will act as Issuer Agent, as specified in the Applicable Pricing Supplement. |
| Listing | | | This Programme has been registered with the JSE for the listing of the Notes on the Interest Rate Market of the JSE. Notes issued under the Programme may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer and the Dealer(s), subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme but will not be regulated by the JSE. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange(s). |
| Material Subsidiary | | | Any Subsidiary which represents at least 10% (ten percent) of the Total Assets of the Group, as published in the latest consolidated audited financial statements of the Group, |

from time to time and/or 10% (ten percent) of the operating profits of the Group, as published in the latest consolidated audited financial statements of the Group, from time to time, provided that Monarch Insurance shall never constitute a Material Subsidiary.

Maturities of Notes

Such maturity(ies) that is/are acceptable to the JSE and as specified in the Applicable Pricing Supplement. The Notes are not subject to any minimum or maximum maturity.

Monarch Insurance

Monarch Insurance Company Limited, incorporated in South Africa with limited liability under registration number 1994/003920/06.

Negative Pledge

Senior Notes will have the benefit of a negative pledge as described in Condition 7 (*Negative Pledge*) of the Terms and Conditions.

Noteholders

The holders of the listed or unlisted registered Notes (as recorded in the Register). The CSD's Nominee will be named in the Register as the registered Noteholder of each Tranche of Notes in uncertificated form and which is listed on the Interest Rate Market of the JSE. Each holder of Notes which is represented by an Individual Certificate will be named in the Register as the registered Noteholder of such Notes.

Notes

Notes may comprise:

Dual Currency Notes Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the Relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

Exchangeable Notes Exchangeable Notes may be redeemed by the Issuer in cash or by the delivery of securities as specified in the Applicable Pricing Supplement.

Fixed Rate Notes Fixed Rate interest will be payable in arrears on such date or dates as may be agreed between the Issuer and the Relevant Dealer(s), as indicated in the Applicable Pricing Supplement and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the Relevant Dealer(s).

Floating Rate Notes Floating Rate Notes will bear interest calculated at a rate determined: (a) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions; or (b) on the basis of a reference rate appearing on the agreed screen page of a commercial quoting service; or (c) on such other basis as may be agreed between the Issuer and the Relevant Dealer(s).

The Margin (if any) relating to such floating rate will be agreed between the Issuer and the Relevant Dealer(s) for each issue of Floating Rate Notes.

Floating Rate Notes may also have a maximum interest rate, a minimum interest rate or both.

The Interest Period for Floating Rate Notes may be 1 (one), 2 (two), 3 (three),

6 (six) or 12 (twelve) months or such other period as the Issuer and the Relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

**Index-Linked
Notes**

Payments (whether in respect of interest on Indexed Interest Notes or in respect of principal on Indexed Redemption Amount Notes and whether at maturity or otherwise) will be calculated by reference to such index and/or formula as the Issuer and the Relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

**Instalment
Notes**

The Applicable Pricing Supplement will set out the dates on which, and the amounts in which, Instalment Notes may be redeemed. Interest will accrue on the amount outstanding on the relevant Note from time to time and otherwise as specified in the Applicable Pricing Supplement.

**Mixed Rate
Notes**

Mixed Rate Notes will bear interest over respective periods at the rates applicable for any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Index-Linked Notes or Dual Currency Notes, each as specified in the Applicable Pricing Supplement.

**Partly Paid
Notes**

The Issue Price will be payable in 2 (two) or more instalments as set out in the Applicable Pricing Supplement. Such Notes will only be listed to the extent permitted by law and the JSE

Debt Listings Requirements in effect at the time of the proposed issue.

Zero Coupon Notes Zero Coupon Notes will be issued at their Nominal Amount or at a discount to it and will not bear interest (except in the case of late payment as specified).

Other Notes Terms applicable to any other type of Notes that are approved by the JSE, or its successor, or such other or further Financial Exchange(s) as may be selected by the Issuer in relation to an issue of listed Notes, or as agreed between the Issuer and the Relevant Dealer(s) in respect of unlisted Notes, will be set out in the Applicable Pricing Supplement.

Rating

The Issuer may be rated by a Rating Agency on a national scale or international scale basis, which Rating (if applicable) will be reflected in the Applicable Pricing Supplement. As at the date of this Programme Memorandum, neither the Programme nor the Initial Guarantor have been rated by any Rating Agency.

Rating of Notes

A Tranche of Notes may, on or before the Issue Date, be rated by a Rating Agency. Unrated Tranches of Notes may also be issued. The Applicable Pricing Supplement will reflect the Rating, if any, which has been assigned to a Tranche of Notes, as well as the Rating Agency or Rating Agencies which assigned such Rating or Ratings. A Rating is not a recommendation to subscribe for, buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the Rating Agency.

Redemption

The Applicable Pricing Supplement relating to a Tranche of Notes will indicate either that the Notes cannot be redeemed prior to their stated maturity (other than in specified instalments (see below), if applicable, or for taxation

reasons or following an Event of Default) or that such Notes will be redeemable at the option of the Issuer and/or the Noteholders (as the case may be) and, upon giving not less than 30 (thirty) nor more than 60 (sixty) calendar days' irrevocable notice (or such other notice period (if any) as is indicated in the Applicable Pricing Supplement) to the Noteholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the Applicable Pricing Supplement.

The Applicable Pricing Supplement may provide that Notes may be redeemable in 2 (two) or more instalments of such amounts and on such dates as indicated in the Applicable Pricing Supplement.

Selling Restrictions

The distribution of this Programme Memorandum and any offering or sale of or subscription for a Tranche of Notes may be restricted in certain jurisdictions, and is restricted by law in the United States of America and South Africa (see the section of this Programme Memorandum headed "*Subscription and Sale*"). Any other or additional restrictions which are applicable to the placing of a Tranche of Notes will be set out in the Applicable Pricing Supplement. Persons who come into possession of this Programme Memorandum or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions.

Size of the Programme

As at the date of this Programme Memorandum, the Programme Amount is ZAR2,000,000,000. This Programme Memorandum will only apply to Notes issued under the Programme in an aggregate outstanding Nominal Amount which does not exceed the Programme Amount. The Issuer may increase the Programme Amount as described in the section of this Programme Memorandum headed "*General Description of the Programme*".

Specified Currency

South African Rand ("**ZAR**") or, subject to all Applicable Laws and, in the case of Notes listed on the Interest Rate

Market of the JSE, subject to the rules of the JSE, such other currency as is specified in the Applicable Pricing Supplement.

Stabilisation

In connection with the issue and distribution of any Tranche of Notes under the Programme, the Dealer, if any, that is specified in the Applicable Pricing Supplement as the stabilising manager (or any person acting for the stabilising manager) may, if specified in that Applicable Pricing Supplement and only if such stabilising is permitted by the Applicable Laws and agreed with the JSE, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail, for a limited period. However, there may be no obligation on the stabilising manager (or any agent of the stabilising manager) to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

Status and Characteristics relating to Subordinated Notes

Unless otherwise specified in the Applicable Pricing Supplement, the Subordinated Notes constitute direct, unsecured and subordinated obligations of the Issuer and will rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer.

Subject to Applicable Law, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation, business rescue or wound up, then, and in any such event, the claims of the persons entitled to be paid 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 of the Issuer, to the extent that, in any such event and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all of the persons entitled to be paid amounts due in respect of the Subordinated Notes in

respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, liquidation, business rescue or winding-up (other than Subordinated Indebtedness) has been paid or discharged in full.

Status of Guarantee

Unless otherwise specified in the Applicable Pricing Supplement, the obligations of each Guarantor under the Guarantee will constitute unconditional and unsecured obligations of that Guarantor and will rank (subject to any obligations preferred by law) *pari passu* with all other present and future unsecured and unsubordinated obligations of that Guarantor.

Status of Senior Notes

Unless otherwise specified in the Applicable Pricing Supplement, the Senior Notes constitute 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.

Taxation

All payments of principal and interest in respect of the Notes will be made without withholding or deduction for or on account of taxes levied in South Africa unless such 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, see the section titled “*South African Taxation*” below.

In the event that withholding tax or such other deduction is required by law, then the Issuer will, subject to certain exceptions as provided in Condition 11 (*Taxation*), make such payments as shall be necessary in order that the net amounts received by the holders of the Notes after such 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 such withholding or deduction. For a summary of the position in relation to issue and transfer taxes, see “*Issue and Transfer Taxes*” above.

Use of Proceeds

The Issuer, the Guarantors or each Wholly-Owned Subsidiary of the Issuer and/or the Guarantors (if applicable) will use the issue proceeds of the Notes for their general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement, as permitted by the Commercial Paper Regulations.

FORM OF THE NOTES

Words used in this section headed “Form of the Notes” shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

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

Registered Notes

A Tranche of registered Notes will be issued in certificated form or in uncertificated form as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the Interest Rate Market of the JSE must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act and will be held in the CSD in the name of, and for the account of, the CSD’s Nominee. A Tranche of unlisted Notes may also be held in the CSD.

Each Tranche of Notes will be issued in the form of registered Notes in accordance with the Terms and Conditions and by (i) Individual Certificates, or (ii) no Individual Certificates, if issued in uncertificated form in terms of section 33 of the Financial Markets Act.

Notes issued in certificated form

A Tranche of Notes may, subject to Applicable Laws and Applicable Procedures, be issued in certificated form. If applicable, each such Tranche of Notes will be in registered form, and the CSD’s Nominee will be named in the Register as the registered Noteholder of such Tranche of Notes (see “*Beneficial Interests in Notes held in the CSD*” below).

All certificated Notes will be represented by single Individual Certificates in registered form. Notes represented by Individual Certificates will be registered in the Register in the name of the individual Noteholders of such Notes.

Title to Notes represented by Individual Certificates will pass upon registration of transfer in accordance with Condition 14.1.2 (*Transfer of Notes represented by Individual Certificates*) of the Terms and Conditions.

The Issuer shall regard the Register as the conclusive record of title to the Notes represented by Individual Certificates.

Payments of all amounts due and payable in respect of Notes represented by Individual Certificates will be made in accordance with Condition 9 (*Payments*) of the Terms and Conditions to the person reflected as the registered Noteholder of such Notes in the Register at 17h00 (South African time) on

the Last Day to Register, and the Issuer will be discharged by proper payment to or to the order of such registered holder in respect of each amount so paid.

Notes issued in uncertificated form

A Tranche of Notes which is listed on the Interest Rate Market of the JSE must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act.

Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Tranche of Notes issued in uncertificated form will be held by the CSD, and the CSD's Nominee will be named in the Register as the registered Noteholder of that Tranche of Notes.

Beneficial Interests in Notes held in the CSD

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. A Tranche of unlisted Notes may either be issued in certificated form or issued in uncertificated form. Unlisted, uncertificated Notes may also be lodged in the CSD. While a Tranche of Notes is held in its entirety in the CSD, the CSD's Nominee will be named in the Register as the sole Noteholder of the Notes in that Tranche.

The CSD will hold each Tranche of Notes subject to the Financial Markets Act and the Applicable Procedures. All amounts to be paid and all rights to be exercised in respect of Notes held in the CSD will be paid to and may be exercised only by the CSD's Nominee for the holders of Beneficial Interests in such Notes.

The CSD maintains central securities accounts only for Participants. As at the date of the Programme Memorandum, the Participants include (but are not limited to) FirstRand Bank Limited, Nedbank Limited, Citibank N.A., South Africa branch, Standard Chartered Bank, Johannesburg branch, Société Générale, Johannesburg branch, The Standard Bank of South Africa Limited and the South African Reserve Bank. Beneficial Interests which are held by Participants will be held directly through the CSD, and the CSD will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the CSD for such Participants.

The Participants are in turn required to maintain securities accounts for their clients. Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such Participants for such clients. The clients of Participants may include the holders of Beneficial Interests in the Notes or their custodians. The clients of Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Notes held by them in the CSD only through their Participants. Euroclear Bank S.A./N.V. as operator of the

Euroclear System (“**Euroclear**”) and Clearstream Banking, société anonyme, (Clearstream Luxembourg) (“**Clearstream**”) may hold Notes through their Participant.

In relation to each person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular outstanding Nominal Amount of Notes, a certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the outstanding Nominal Amount of such Notes standing to the account of any person shall be *prima facie* proof of such Beneficial Interest. The CSD’s Nominee (as the registered Noteholder of such Notes named in the Register) will be treated by the Issuer, the Issuer Agent and the relevant Participant as the holder of that outstanding Nominal Amount of such Notes for all purposes.

Title to Beneficial Interests held by Participants directly through the CSD will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD for such Participants. Title to Beneficial Interests held by clients of Participants indirectly through such Participants will pass on transfer thereof by electronic book entry in the security accounts maintained by such Participants for such clients. Beneficial Interests may be transferred only in accordance with the Applicable Procedures. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

The holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*) of the Terms and Conditions.

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:



LEWIS GROUP LIMITED

(Incorporated in South Africa with limited liability under Registration Number 2004/009817/06);
(the “**Issuer**”)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]
Under its ZAR2,000,000,000 Domestic Medium Term Note Programme
Unconditionally and irrevocably guaranteed, jointly and severally, by the Guarantors (from
time to time and for the time being)

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum, updated on 21 February 2019 and registered with the JSE on **21 February 2019**, prepared by Lewis Group Limited in connection with the Lewis Group Limited ZAR2,000,000,000 Domestic Medium Term Note Programme, as amended and/or supplemented from time to time (the “**Programme Memorandum**”).

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 “*Terms and Conditions of the Notes*”.

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the Terms and Conditions contained 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 shall prevail.

DESCRIPTION OF THE NOTES

- | | | |
|----|------------|--|
| 1. | Issuer | Lewis Group Limited |
| 2. | Guarantors | [Lewis Stores Proprietary Limited / [●]] |

3. Status of Notes [Secured/Unsecured]
4. Rated [Yes/No]
[If Yes, see paragraphs 65-69 below]
5. Rating Agency [Moody's/Fitch/S&P/GCR]
6. Series Number [•]
7. Tranche Number [•]
8. Aggregate Nominal Amount:
 - (a) Series [•]
 - (b) Tranche [•]
9. Interest [Interest-bearing/Non-interest-bearing]
10. Interest Payment Basis [[Fixed Rate/Floating Rate/Zero Coupon/Index-Linked/Dual Currency/Partly Paid/Instalment] Notes/other]
11. Interest Period(s) means 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 Date] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
12. Interest Payment Date(s) means [please insert the specific interest payment dates of each calendar year] or, if such 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 (as specified in the Applicable Pricing Supplement)
13. Interest Rate Determination Date/s or Reset Dates means [please insert the interest rate determination date/s or reset dates of each interest period for example, the auction date for the first Interest Period and thereafter the first business day of each Interest Period]

14. Automatic/Optional Conversion [insert details including date for conversion]
from one
Interest/Redemption/Payment
Basis to another
15. Form of Notes [Listed/Unlisted] [Registered Notes: [The Notes in this
Tranche are issued in uncertificated form and held by the
CSD]. [The Notes in this Tranche are issued in certificated
form and lodged in the CSD]].
16. Notes are freely transferable [Yes]
and fully paid up
17. Issue Date [•]
18. Nominal Amount per Note [•]
19. Specified Denomination [•]
20. Issue Price [•]
21. Interest Commencement Date [•]
22. Maturity Date [•]
23. Applicable Business Day Floating Rate Business Day / Following Business Day /
Convention Modified Following Business Day / Preceding Business Day
/ other convention – insert details
24. Final Redemption Amount [•]
25. Last Day to Register [•], [•], [•] and [•] each year, or if such day is not a
business day, the business day before each books closed
period;
26. Books Closed Period(s) The Register will be closed from [•] to [•] and from [•] to
[•] (all dates inclusive) in each year until the Maturity Date
27. Default Rate [•]

28. 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 Domestic Medium Term Note Programme.
- The aggregate Nominal Amount of all Notes issued under the Domestic Medium Term Note Programme as at the Issue Date, together with the aggregate Nominal Amount of this Tranche (when issued), will not exceed the Programme Amount. The authorised amount has not been exceeded.

FIXED RATE NOTES

29. (a) Fixed Rate of Interest [●] percent. per annum [payable [annually/semi-annually/quarterly] in arrear]
- (b) Fixed Interest Payment Date(s) means [please insert the specific interest payment dates of each calendar year] in each year up to and including the Maturity Date/other, or, if such 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 (as specified in the Applicable Pricing Supplement)
- (c) Fixed Interest Period means 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 Date] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
- (d) Fixed Coupon Amount(s) [●] per [●] in Nominal Amount
- (e) Initial Broken Amount [●]
- (f) Final Broken Amount [●]
- (g) Determination Date(s) Means [please insert the interest rate determination date/s or reset dates of each interest period for example, the

auction date for the first Interest Period and thereafter the first business day of each Interest Period]

- (h) Day Count Fraction **[•]**
- (i) Any other terms relating **[•]**
to the particular method
of calculating interest

FLOATING RATE NOTES

30. (a) Floating Interest means [please insert the specific interest payment dates of
Payment Date(s) each calendar year] or, if such 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 (as specified in the Applicable Pricing
Supplement)
- (b) Interest Period(s) means 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 Date] (each Interest Payment Date as adjusted in
accordance with the applicable Business Day Convention)
- (c) Definition of Business **[•]**
Day (if different from
that set out in
Condition 1
(Definitions))
- (d) Minimum Rate of **[•]** percent per annum
Interest
- (e) Maximum Rate of **[•]** percent per annum
Interest
- (f) Other terms relating to **[•]**
the method of

calculating interest
(e.g.: Day Count
Fraction, rounding up
provision)

31. Manner in which the Rate of Interest is to be determined [ISDA Determination / Screen Rate Determination/other – insert details]
32. Margin [[•] basis points to be added to/subtracted from the relevant ISDA Rate / Reference Rate]
33. If ISDA Determination:
 - (a) Floating Rate [•]
 - (b) Floating Rate Option [•]
 - (c) Designated Maturity [•]
 - (d) Reset Date(s) [•]
 - (e) ISDA Definitions to apply [•]
34. If Screen Determination:
 - (a) Reference Rate [•]
(including relevant period by reference to which the Rate of Interest is to be calculated)
 - (b) Interest Rate Determination Date(s) means [please insert the interest rate determination date/s or reset dates of each interest period for example, the auction date for the first Interest Period and thereafter the first business day of each Interest Period]
 - (c) Relevant Screen Page and Reference Code [•]
35. 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

36. Issuer Agent responsible for **[•]**
calculating amount of principal
and interest

ZERO COUPON NOTES

37. (a) Implied Yield
- (b) Reference Price
- (c) Any other formula or
basis for determining
amount(s) payable

PARTLY PAID NOTES

38. (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 **[•]** per cent per annum
on the first and
subsequent instalments
after the due date for
payment of such
instalments

INSTALMENT NOTES

39. Instalment Dates [•]
40. Instalment Amounts (expressed as a percentage of the aggregate Nominal Amount of the Notes) [•]

MIXED RATE NOTES

41. Period(s) 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 [•]]
42. The interest rate and other pertinent details are set out under the headings relating to the applicable forms of Notes

INDEX-LINKED NOTES

43. (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 Period(s) means 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 Date] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
- (i) Interest Payment Date(s) means [please insert the specific interest payment dates of each calendar year] or, if such 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 (as specified in the Applicable Pricing Supplement)
- (j) [Base CPI for Indexed-Linked Notes] **[•]**
- (k) if different from the **[[Name]** shall be the Issuer Agent *(no need to specify if the Issuer Agent is to perform this function)* [Please note: If the responsible for performance of an instrument to be listed on the JSE relates calculating amount of to the performance of an index and/or the calculation principal and interest thereof, the index Issuer Agent for Debt Securities must be registered as such with the JSE – paragraph 4.9 of the JSE Debt Listings Requirements.]

- (l) Provisions where **[•]**
calculation by reference
to Index and/or Formula
is impossible or
impracticable
- (m) Definition of Business **[•]**
Day (if different from
that set out in
Condition 1
(*Definitions*))
- (n) Minimum Rate of **[•]** per cent per annum
Interest
- (o) Maximum Rate of **[•]** per cent per annum
Interest
- (p) Other terms relating to **[•]**
the method of
calculating interest
(e.g.: Day Count
Fraction, rounding up
provision)
- (q) Other terms relating to Index-Linked Notes **[•]** [Please Note: Additional JSE requirements may be applicable if Index-Linked Notes are issued. See the JSE guidelines for Acceptable Index Providers and section 19 of the JSE Listings Requirements.]
- (r) Index ground rules
documents will be
available on the website
- (s) Any changes to the
index methodology will
be published on SENS
and communicated to
the JSE.

- (t) All other changes as detailed in the ground rules document will be published on the index calculator's website
- (u) The level of the index is [Daily/Monthly] published
- (v) The level of the index will be published on the website
- (w) Indices underlying the index being referenced
- (x) The level of each of the indices underlying the index being referenced is published
- (y) The level of each of the indices underlying the index being referenced will be published on the website

DUAL CURRENCY NOTES

44. (a) Type of Dual Currency [Dual Currency Interest/Dual Currency Redemption Notes Amount] Notes
- (b) Rate of [•]
Exchange/method of
calculating Rate of
Exchange
- (c) Provisions applicable [•]
where calculation by
reference to Rate of

Exchange is impossible
or impracticable

- (d) Person at whose option ☐ Specified Currency(ies)
is/are payable
- (e) Other ☐

EXCHANGEABLE NOTES

45. (a) Mandatory Exchange [Yes/No]
applicable?
- (b) Noteholders' Exchange [Yes/No]
Right applicable?
- (c) Exchange Securities ☐
- (d) Manner of determining ☐
Exchange Price
- (e) Exchange Period ☐
- (f) Other ☐

EXTENDIBLE NOTES

46. (a) Last date to which ☐
Redemption Date may
be extended
- (b) Step-up Margin ☐
- (c) Requisite Notice ☐
- (d) Other ☐

EQUITY LINKED NOTES

47. Instrument name ☐
48. ISIN No. ☐

49. Other [•]

OTHER NOTES

50. If the Notes are not Partly Paid [•]
 Notes, Instalment Notes, Fixed
 Rate Notes, Floating Rate
 Notes, Mixed Rate Notes, Zero
 Coupon Notes, Index-Linked
 Notes, Extendible Notes, Dual
 Currency Notes or
 Exchangeable Notes or if the
 Notes are a combination of any
 of the foregoing, set out the
 relevant description and any
 additional Terms and
 Conditions, relating to such
 Notes.

PROVISIONS REGARDING REDEMPTION/MATURITY

51. Issuer's Optional Redemption: [Yes/No]

If yes:

(a) Optional Redemption [•]
 Date(s)

(b) Optional Redemption [•]
 Amount(s) and method,
 if any, of calculation of
 such amount(s)

(c) Minimum period of [•]
 notice (if different from
 Condition 10.6
*(Redemption at the
 Option of the Issuer)*)

(d) If redeemable in part: **[•]**

Minimum Redemption **[•]**
Amount(s)

Higher Redemption **[•]**
Amount(s)

(e) Other terms applicable
on Redemption

52. Redemption at the Option of the [Yes/No]
Senior Noteholders:

If yes:

(a) Optional Redemption **[•]**
Date(s)

(b) Optional Redemption **[•]**
Amount(s)

(c) Minimum period of **[•]**
notice (if different from
Condition 10.7
*(Redemption at the
Option of the Senior
Noteholders))*

(d) If redeemable in part:

Minimum Redemption **[•]**
Amount(s)

Higher Redemption **[•]**
Amount(s)

(e) Other terms applicable **[•]**
on Redemption

(f) Attach pro forma put
notice(s)

53. Early Redemption Amount(s) [Yes/No]
payable on redemption for
taxation reasons or on Event of
Default (if required).
- If no:
- (a) Amount payable; or [•]
- (b) Method of calculation of [•]
amount payable
54. Other terms applicable on Redemption In respect of all Notes which will be automatically redeemed on the occurrence of a trigger event (for the purposes of this item, “**trigger event**” means an event that precipitates an automatic redemption in relation to the Notes), the early redemption date of the Notes will be a minimum of 5 (five) business days after the date on which the trigger event occurred. Such early redemption date will be announced on SENS in accordance with the timetable set out in paragraph 3 of Schedule 4, Form A4 of the JSE Debt Listings Requirements

GENERAL

55. Notes in issue As at the date of this issue, the Issuer has issued Notes in the aggregate total amount of ZAR[•] under the Programme.
56. Financial Exchange [JSE Limited]/[Specify other or additional Financial Exchange, if applicable]
57. Issuer Agent (incorporating the calculation agent, the transfer agent, the paying agent and the settlement agent) [•]
58. Specified office of the Issuer Agent [•]

59. Provisions relating to [•]
stabilisation
60. Stabilising Manager [•]
61. Additional selling restrictions [•]
62. ISIN No. [•]
63. Stock Code [•]
64. Method of distribution [*Dutch auction or other*]
65. If syndicated, names of [•]
Managers
66. If non-syndicated, name of [•]
Dealer
67. Governing law (if the laws of [•]
South Africa are not applicable)
68. Use of proceeds [•]
69. Pricing Methodology [*Standard JSE pricing methodology / other – insert details*]
70. Other provisions [•]
71. Issuer Rating and issue date [•] / [•]
72. Date of rating review [•]
73. Programme Rating and issue [•] / [•]
date
74. Date of rating review [•]
75. Notes Rating and issue date [•] / [•]
76. Date of rating review [•]
77. Rating Agency [•]
78. Material Change Statement The Issuer hereby confirms that as at the date of this
Applicable Pricing Supplement, there has been no material

change in the financial or trading position of the Issuer and its subsidiaries since the date of the Issuer's latest [reviewed/audited] [interim/annual] financial statements for the [six month period ended [date]/ twelve months ended [date]]. This statement has not been confirmed nor verified by the auditors of the Issuer.

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

79. Paragraph 3(5)(a)

The ultimate borrower is the Issuer, the Guarantors or each Wholly-Owned Subsidiary of the Issuer and/or the Guarantors (if applicable), as permitted by the Commercial Paper Regulations.

80. Paragraph 3(5)(b)

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

81. Paragraph 3(5)(c)

The auditor of the Issuer is PwC.

82. Paragraph 3(5)(d)

As at the date of this issue:

- (a) the Issuer has [not issued any]/[issued ZAR●,000,000] commercial paper; and
- (b) the Issuer estimates that it may issue ZAR●,000,000 of commercial paper during the current financial year, ending [date].

83. Paragraph 3(5)(e)

All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in the Notes is contained in the Programme Memorandum and the Applicable Pricing Supplement.

84. Paragraph 3(5)(f)

There has been no material change in the financial or trading position of the Issuer since the date of the Issuer's and the Group's latest consolidated audited financial statements up to the date of this Programme Memorandum.

85. Paragraph 3(5)(g)

The Notes issued will be [listed/unlisted].

86. Paragraph 3(5)(h)

The funds to be raised through the issue of the Notes are to be used by the Issuer for [its general corporate purposes / funding of its business operations / other].

87. Paragraph 3(5)(i)

The obligations of the Issuer in respect of the Notes are [secured]/[unsecured].

88. Paragraph 3(5)(j)

PwC, the statutory auditors of the Issuer, have confirmed that [their review did not reveal anything which indicates / nothing has come to their attention to indicate] that this issue of Notes issued under the Programme will not comply in all respects with the relevant provisions of the Commercial Paper Regulations.

Responsibility:

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the pricing supplement contains all information required by law and the Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the placing document and the annual financial statements and/or the pricing supplements and/or the annual report and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the placing document and the annual financial statements and the pricing supplements and the annual report of the issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the placing document and the annual financial statements and the pricing supplements and the annual report of the issuer 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 placing document and listing of the debt securities is not to be taken in any way as an indication of the merits of the issuer or of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Application [is hereby]/[will not be] made to list this issue of Notes [on • • • • •].

SIGNED at _____ on this _____ day of _____ 20[•] .

For: **LEWIS GROUP LIMITED**

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

Name: _____

Capacity: _____

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

Name: _____

Capacity: _____

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes to be issued by the Issuer which will be incorporated by reference into each Note. A Tranche of Notes will be issued on, and subject to, the below Terms and 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 any Tranche of listed Notes, the Issuer shall complete, sign and deliver to the JSE or such other or further Financial Exchange(s) and the CSD, a pricing supplement based on the *pro forma* Applicable Pricing Supplement included in the Programme Memorandum setting out details of such Notes.

If there is any conflict or inconsistency between provisions set out in the Applicable Pricing Supplement and the provisions set out in these Terms and Conditions of the Notes, then the provisions in the Applicable Pricing Supplement will prevail.

Words and expressions used in the Applicable Pricing Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated.

1. DEFINITIONS

In these Terms and Conditions, unless inconsistent with the context or separately defined in the Applicable Pricing Supplement, the following expressions shall have the following meanings:

| | |
|--------------------------|---|
| “Absa” | means Absa Corporate and Investment Bank, a division of Absa Bank Limited (registration number 1986/004794/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa and registered as a bank in terms of the Banks Act; |
| “Applicable Laws” | means, in relation to a person, all and 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, from time to time; |

| | |
|--------------------------------|--|
| “Applicable Supplement” | Pricing 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 as are applicable to that Tranche of Notes, based upon the <i>pro forma</i> pricing supplement which is set out in the section of the Programme Memorandum headed “ <i>Pro Forma Applicable Pricing Supplement</i> ”; |
| “Applicable Procedures” | the rules and operating procedures for the time being of the CSD, the Participants and the JSE or any other financial or stock exchange on which the Notes may be listed, as the case may be; |
| “Arranger” | Absa or such other Arranger as may be appointed by the Issuer, as specified in the Applicable Pricing Supplement; |
| “Banks Act” | the Banks Act, 1990, as amended or replaced from time to time; |
| “Beneficial Interest” | in relation to a Tranche of Notes which is held in the CSD, the beneficial interest as co-owner of an undivided share of all of the Notes in that Tranche, as contemplated in section 37(1) of the Financial Markets Act, the nominal value of which beneficial interest, in relation to any number of Notes in that Tranche, is determined by reference to the proportion that the aggregate outstanding Nominal Amount of such number of Notes bears to the aggregate outstanding Nominal Amount of all of the Notes in that Tranche, as provided in section 37(3) of the Financial Markets Act; |
| “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” | a day (other than a Saturday or Sunday or public holiday within the meaning of the Public Holidays Act, 1994) on which commercial banks settle ZAR payments in Johannesburg or any other business centre specified in the Applicable Pricing Supplement; |
| “Change of Control” | means in relation to the Initial Guarantor, any event which results in Control of the Initial Guarantor, becoming vested in a person or group of persons which did not, immediately before the event in question, have such Control; |
| “Change of Control Event” | shall occur as is described in Condition 10.2.1; |
| “Change of Control Period” | means, in relation to a Change of Control of the Initial Guarantor, the period starting 90 (ninety) days before and ending 90 (ninety) days after the date on which that Change of Control of the Initial Guarantor is notified to Noteholders in accordance with Condition 18 (<i>Notices</i>); |
| “Class of Noteholders” | the holders of a Series of Notes or, where appropriate, the holders of different Series of Notes; |
| “Commercial Regulations” | Paper the commercial paper regulations of 14 December 1994 issued pursuant to paragraph (cc) of the definition of “the business of a bank” in the Banks Act, set out in Government Notice 2172 and published in Government Gazette 16167 of 14 December 1994; |
| “Common Monetary Area” | South Africa, Lesotho, Namibia, and Swaziland; |
| “Companies Act” | the Companies Act, 2008, as amended or replaced from time to time; |
| “Control” | means (a) the holding, directly or indirectly, beneficially of more than 50% (fifty percent) of the issued share capital of the Initial Guarantor, (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital), or (b) the power, directly or indirectly, to cast, or control the casting of, such number of the shares in the issued share capital of the Initial Guarantor, carrying more |

than 50% (fifty percent) of the total number of votes that may be cast at a general meeting of the members of the Initial Guarantor;

“Court Day”

during the term of a court, any day other than a Saturday, Sunday or public holiday;

“CSD”

Strate Proprietary Limited (registration Number 1998/022242/07), operating in terms of the Financial Markets Act (or any successor legislation thereto), or any additional or alternate depository approved by the Issuer;

“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 Terms and Conditions or the Applicable Pricing Supplement and:

- (a) if **“Actual/365”**, **“Act/365”**, or **“Act/Act”** is so specified, means 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, means:
 - (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, means 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, means the actual number of days in the Calculation Period divided by 365 (three hundred and sixty-five);

- (e) if “**Actual/360**” is so specified, means 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, means the number of days in the Calculation period divided by 360 (three hundred and sixty), calculated on a formula basis as follows:

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

Day count fraction =

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 (thirty one), in which case D1 will be 30 (thirty); 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 (thirty one) and D1 is greater than 29 (twenty nine), in which case D2 will be 30 (thirty);

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

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

Day count fraction =

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 (thirty one), in which case D1 will be 30 (thirty); 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 (thirty one), in which case D2 will be 30 (thirty);

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

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

Day Count Fraction =

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 (thirty one), in which case D1 will be 30 (thirty); 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 (thirty one), in which case D2 will be 30 (thirty);

| | |
|----------------------------------|---|
| “Dealer(s)” | Absa, 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; |
| “Debt Sponsor” | Absa or such other Debt Sponsor as may be appointed by the Issuer subject to the approval of the JSE in accordance with the Applicable Procedures, as specified 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; |
| “Determination Date” | in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement; |
| “Determination Period” | the period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date or the final Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date); |
| “Disposal(s)” | 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 <i>vice versa</i> as indicated in the Applicable Pricing Supplement, subject to Exchange Control Regulations; |
| “Early Redemption Amount” | the amount, as set out in Condition 10.8 (<i>Early Redemption Amounts</i>), at which the Notes will be redeemed by the Issuer, pursuant to the provisions of Conditions 10.2 (<i>Redemption in the event of a Change of Control of the Issuer</i>), 10.3 (<i>Redemption in the event of a loss of the assigned rating of the Senior Notes</i>), 10.4 |

(Redemption in the event that the Notes are no longer listed on a Financial Exchange), 10.5 (Redemption for Tax Reasons), 10.8 (Early Redemption Amounts) and/or Condition 16 (Events of Default);

“Encumbrances”

any mortgage, pledge, hypothecation, lien, assignment, cession *in securitatem debiti*, deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets), having the effect of providing a security interest to a creditor or any agreement or arrangement to give any form of a secured claim to a creditor, but excluding statutory preferences and any security interest arising by operation of law;

“Event of Default”

any of the events described in Condition 16 *(Events of Default)*;

“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 Regulations”

Control the Exchange Control Regulations, 1961, promulgated pursuant to the Currency and Exchanges Act, 1933 (as amended from time to time);

“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 such right may be exercised;

“Exchange Price”

the amount determined in accordance with 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;

“Extraordinary Resolution”

means:

- (a) a resolution passed at a meeting (duly convened) of the Noteholders or, as the case may be, by a majority representing not less than 66.67% (sixty six comma sixty seven percent) plus one vote, of the value of the Notes held by the Noteholders or the relevant Noteholders, as the case may be (being determined with reference to the total Outstanding Nominal Amount of the 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, present in person or by proxy and voting at such meeting; or
- (b) a resolution passed, other than at a meeting (duly convened) of the Noteholders, in respect of which Noteholders or the relevant Class of Noteholders representing not less than 66.67% (sixty six comma sixty seven percent) plus one vote, of the value of all relevant Notes of the relevant Noteholders (being determined with reference to the total Outstanding Nominal Amount of the Notes Outstanding held by such relevant Noteholders as it bears to the total Outstanding Nominal Amount of all of the relevant Notes Outstanding), voted in favour by signing in writing a resolution in counterparts. Where the requisite approval is obtained within 20 (twenty) Business

Days from the date the resolution is submitted to the Noteholders, such a resolution shall be as valid and effectual as if it had been passed at a meeting (duly convened) of the Noteholders, provided that notice shall have been given to all Noteholders in terms of Condition 18 (*Notices*), unless all of the Noteholders consent in writing to the waiver of the required notice contemplated in Condition 18 (*Notices*),

where, for purposes of this definition, “**relevant Noteholders**” refers to a meeting of (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 at such meeting affects such holders’ rights under such Notes or requires their approval in terms of the Terms and Conditions or Applicable Law, and “**relevant Notes**” refers to all Notes of a particular Series or Notes of a particular ranking, as the case may be;

| | |
|------------------------------------|---|
| “ 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 each Tranche of Notes upon the Maturity Date; |
| “ Financial Exchange ” | the JSE and/or such other (or additional) financial exchange(s) as may be determined by the Issuer and the Relevant Dealer, subject to Applicable Laws; |
| “ Financial Markets Act ” | the Financial Markets Act, 2012, as may be amended, supplemented or replaced from time to time; |
| “ Fitch ” | means Fitch Ratings Limited (or, if applicable, any South African subsidiary or associated company of Fitch Ratings Limited) and its successors in title; |

| | |
|--------------------------------------|---|
| “Fixed Coupon Amount” | in relation to a Tranche of Notes (where applicable), 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; |
| “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 8.2 (<i>Floating Rate Notes and Indexed Interest Notes</i>); |
| “GCR” | Global Credit Ratings Co. Proprietary Limited (Registration Number: 1995/005001/07) (or, if applicable, any South African subsidiary or associated company of Global Credit Ratings Co. Proprietary Limited) and its successors in title; |
| “Group” | the Issuer and any other company or entity whose financial results are consolidated with the financial results of the Issuer in accordance with IFRS; |
| “Group Company” | any one or more members of the Group; |
| “Guarantee” | means the agreement of guarantee dated 23 October 2013, entered into by the Guarantors (from time to time and for the time being), jointly and severally, for the benefit of Noteholders, as described in Condition 6 (<i>Guarantee</i>), a <i>pro forma</i> extract of which is contained in the section headed “ <i>Terms and Conditions of the Guarantee</i> ”, and as |

amended, novated and/or substituted from time to time in accordance with its terms;

“Guarantors”

means, from time to time and for the time being, the Initial Guarantor and such other Group Company, which is a Wholly-Owned Subsidiary of the Initial Guarantor, which Wholly-Owned Subsidiary has been incorporated in South Africa and which becomes a Material Subsidiary and accedes to the Guarantee by completing and executing an accession letter in the form attached as **Appendix A** to the Guarantee and delivering such accession letter to the Issuer Agent under and pursuant to Condition 6 of the Terms and Conditions, but excluding Monarch Insurance and/or any Material Subsidiary which due to its corporate nature, the type of business it conducts or otherwise, is prohibited by law or regulation from acting as a guarantor;

“Higher Redemption Amount”

in relation to a Tranche of Notes, the higher redemption amount specified as such in the Applicable Pricing Supplement;

“Holding Company”

in relation to a Subsidiary, means a juristic person that controls that Subsidiary as a result of any circumstances contemplated in sections 2(2)(a) and 3(1)(a) of the Companies Act;

“IFRS”

the International Financial Reporting Standards (formerly International Accounting Standards) issued by the International Accounting Standards Board (“IASB”) and interpretations issued by the International Financial Reporting Interpretations Committee of IASB (as amended, supplemented or re-issued from time to time);

“Implied Yield”

the yield accruing on the Issue Price of Zero Coupon Notes, as specified in the Applicable Pricing Supplement;

“Initial Guarantor”

means Lewis Stores Proprietary Limited incorporated in South Africa with limited liability under registration number 1946/023387/07;

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| "Income Tax Act" | Income Tax Act, 1962, as amended or replaced from time to time; |
| "Indebtedness" | in respect of the Issuer, the Guarantors or a Material Subsidiary, as the case may be, any indebtedness in respect of monies borrowed from any third party lender, including, but not limited to 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; |
| "Index 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 and/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 may be indicated in the Applicable Pricing Supplement; |
| "Individual Certificate" | a Note in the definitive registered form of a single certificate and being a certificate exchanged for a Beneficial Interest in accordance with Condition 12 (<i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i>) and any further certificate issued in consequence of a transfer thereof; |
| "Initial Broken Amount" | in relation to a Tranche of Notes, the initial broken amount specified as such in the Applicable Pricing Supplement; |
| "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; |

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| “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 8 (<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” | the Interest Payment Date(s) specified in the Applicable Pricing Supplement; |
| “Interest Period” | in relation to a Tranche of Notes, the date as specified as such in 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; |
| “Interest Rate Market of the JSE” | the separate platform or sub-market of the JSE designated as the “Interest Rate Market” and on which notes (and other debt securities) may be listed; |
| “ISDA” | the International Swaps and Derivatives Association Inc.; |
| “ISDA Definitions” | the 2006 ISDA Definitions as published by ISDA (as amended, supplemented, revised or republished from time to time) 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; |

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| “Issue Price” | in relation to a Tranche of Notes, the price specified as such in the Applicable Pricing Supplement; |
| “Issuer” | Lewis Group Limited incorporated in South Africa with limited liability under registration number 2004/009817/06, whose financial results are prepared in accordance with IFRS and the Companies Act; |
| “Issuer Agent” | Absa Corporate and Investment Bank, a division of Absa Bank Limited, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Issuer Agent in respect of that Tranche or Series of Notes (note that the Issuer Agent shall incorporate the calculation agent, the transfer agent, the paying agent and the settlement agent); |
| “Issuer Agency Agreement” | the issuer agency agreement dated on or about 21 February 2019 entered into between the Issuer and the Issuer Agent; |
| “JSE” | the JSE Limited (registration number 2005/022939/06), a licensed financial exchange in terms of the Financial Markets Act or any other exchange which operates as a successor exchange to the JSE; |
| “JSE Debt Guarantee Fund Trust” | the guarantee fund established and operated by the JSE as a separate guarantee fund for notes listed on the Interest Rate Market of the JSE, in terms of the rules of the JSE, as required by sections 8(1)(h) and 17(2)(w) of the Financial Markets Act, or any successor fund; |
| “Last Day to Register” | with respect to a particular Tranche of Notes (as reflected in the Applicable Pricing Supplement); |
| “Mandatory Exchange” | in relation to a Tranche of Exchangeable Notes, the mandatory exchange specified as such in the Applicable Pricing Supplement; |

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| “Margin” | in relation to a Tranche of Notes (where applicable), the margin specified as such in the Applicable Pricing Supplement; |
| “Material Indebtedness” | any Indebtedness amounting in aggregate equal to or greater than 2,5% (two point five percent) of the Total Assets of the Group, as published in the latest consolidated audited financial statements of the Group from time to time (or its equivalent in other currencies at the time of the occurrence of an Event of Default); |
| “Material Subsidiary” | any Subsidiary which represents at least 10% (ten percent) of the Total Assets of the Group, as published in the latest consolidated audited financial statements of the Group and/or 10% (ten percent) of the operating profits of the Group, as published in the latest consolidated audited financial statements of the Group, from time to time, provided that Monarch Insurance shall never constitute a Material Subsidiary; |
| “Maturity Date” | in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement; |
| “Minimum Rating Level” | where a long-term national scale rating is applicable, means a national scale rating of “Baa3.za” by Moody’s or “BBB-(zaf)” by Fitch or “zaBBB-” by S&P or “BBB-” by GCR or their equivalent (from time to time), or better; |
| “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 8.3 (<i>Mixed Rate Notes</i>); |

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| “Monarch Insurance” | means Monarch Insurance Company Limited incorporated in South Africa with limited liability under registration number 1994/003920/06; |
| “Moody’s” | means Moody’s Investor Services Limited (or, if applicable, any South African subsidiary or associated company of Moody’s Investor Services Limited) and its successors in title and assigns; |
| “NACA” | nominal annual compounded annually; |
| “NACM” | nominal annual compounded monthly; |
| “NACQ” | nominal annual compounded quarterly; |
| “NACS” | nominal annual compounded semi-annually; |
| “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 listed and/or unlisted registered 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 such 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 Terms and Conditions has occurred and the redemption monies wherefore (including all interest (if any) accrued thereon to |

the date for such redemption and any interest (if any) payable under the Terms and Conditions after such date) remain available for payment;

- (c) those which have been purchased and cancelled as provided in Condition 10 (*Redemption and Purchase*);
- (d) those which have become prescribed under Condition 15 (*Prescription*);
- (e) those represented by those mutilated or defaced Individual Certificates which have been surrendered in exchange for replacement Individual Certificates pursuant to Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual 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 Individual Certificates alleged to have been lost, stolen or destroyed and in respect of which replacement Individual Certificates have been issued pursuant to Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual 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 20 (*Amendment of these Conditions*) and 19 (*Meetings of Noteholders*),

all Notes (if any) which are for the time being held by the Issuer (subject to any 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;

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| “Optional Redemption Amount” | in relation to a Tranche of Notes, the optional redemption amount specified as such in the Applicable Pricing Supplement; |
| “Other Notes” | terms applying to any other type of Notes that are approved by the JSE, or its successor, or such other or further Financial Exchange(s) as may be selected by the Issuer in relation to an issue of listed Notes, or as agreed between the Issuer and the Relevant Dealer(s) in respect of unlisted Notes, will be set out in the Applicable Pricing Supplement |
| “Participant” | a person accepted by the CSD as a participant in terms of section 31 of the Financial Markets Act; |
| “Partly Paid Notes” | Notes which are issued with the Issue Price partly paid and which Issue Price is paid up fully by the Noteholder in instalments (as indicated in the Applicable Pricing Supplement); such Notes will only be listed to the extent permitted by law and the JSE Debt Listings Requirements in effect at the time of the proposed issue; |
| “Payment Day” | any day which is a Business Day and upon which a payment is due by the Issuer in respect of the Notes; |
| “Permitted Encumbrance” | <ul style="list-style-type: none"> (a) any Encumbrance existing as at the date of the Applicable Pricing Supplement; or (b) any Encumbrance created by a Group Company prior to the date on which such Group Company became a Material Subsidiary in accordance with these Terms and Conditions; (c) any Encumbrance with regard to receivables or which is created pursuant to any securitisation or like arrangement in accordance with normal market practice, provided that the proceeds of |

such securitisation or like arrangement are utilised in the ordinary course of the Issuer's business and that such proceeds are not utilised to make any "distribution" as defined in the Companies Act; or

- (d) any Encumbrance in favour of the Issuer with respect to inter-company Indebtedness incurred between the Issuer and any Subsidiary; or
- (e) any Encumbrance created over any immovable asset owned, acquired, developed or constructed, provided that, at the time of its creation, the Indebtedness so secured shall not exceed the *bona fide* market value of such asset or the cost of that acquisition, development or construction (including all interest and other finance charges, adjustments due to changes in circumstances and other charges reasonably incidental to such cost, whether contingent or otherwise) and where such market value or cost both apply, the higher of the two and further provided that such Encumbrance shall not exceed in aggregate more than 10 (ten percent) of the Total Assets of the Group as published in the Group's latest consolidated audited financial statements, at the time the Encumbrance is established; or
- (f) any Encumbrance incurred, assumed or guaranteed by the Issuer and/or the Guarantors as part of any financing of all or part of the costs of the acquisition, construction or development of any project where the person or persons providing such financing expressly agrees to limit their recourse to the project financed and the revenues derived from such project as the sole source of repayment for monies advanced in relation to such financing; or

- (g) any Encumbrance created in the ordinary course of business over deposit accounts securing a loan equal to the amounts standing to the credit of such deposit accounts, including any cash management system; or
- (h) any Encumbrance created by operation of law or statute in the ordinary course of business; or
- (i) any Encumbrance of any equity interests held by the Issuer or any Guarantor in respect of any black economic empowerment transaction or series of transactions which may be undertaken in relation to the Issuer or any Guarantor at an unspecified future date pursuant to or in terms of applicable black economic empowerment legislation, codes, transformation charters, regulations or practices from time to time; or
- (j) any Encumbrance subsisting over any asset of any Subsidiary of the Issuer prior to the date of such entity becoming a Subsidiary of the Issuer and not created in contemplation of such entity becoming a Subsidiary of the Issuer and any substitute Encumbrance created over that asset (but in any such case the amount of the Indebtedness secured by such Encumbrance, may not be increased, save in the ordinary course of business as set out in sub-clauses (a) to (i) above and (k) below); or
- (k) in addition to any Encumbrance referred to in (a) to (j) above, any Encumbrance securing in aggregate not more than 2,5% (two point five percent) of the Total Assets of the Group as published in the latest consolidated audited financial statements of the Group, at the time the Encumbrance is established;

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| “Programme” | the Lewis Group Limited ZAR2,000,000,000 Domestic Medium Term Note Programme under which the Issuer may from time to time issue Notes; |
| “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 ZAR2,000,000,000 or such increased amount as is determined by the Issuer and the Guarantors from time to time, subject to the Applicable Procedures, Applicable Laws and the Programme Agreement, as set out in the section of this Programme Memorandum headed <i>“General Description of the Programme”</i> ; |
| “PwC” | Pricewaterhouse Coopers Incorporated, incorporated in South Africa with limited liability under registration number 1998/012055/21; |
| “Rating” | in relation to a Tranche of Notes (as and where applicable), the rating of the Tranche of Notes of the Issuer granted by the Rating Agency, as specified in the Applicable Pricing Supplement and in relation to the Issuer, the rating of the Issuer granted by the Rating Agency, as specified in the Applicable Pricing Supplement, and where a Tranche of Notes and/or the Issuer (as the case may be) is rated by more than 1 (one) Rating Agency, the lowest rating applied to such Tranche of Notes and/or the Issuer (as the case may be) will be deemed to be the applicable rating of such Tranche of Notes and/or the Issuer (as the case may be); |
| “Rating Agency” | Moody’s and/or Fitch and/or S&P and/or GCR and/or such other internationally-recognised rating agency as may be appointed by the Issuer, from time to time; |
| “Rating Downgrade” | shall be deemed to have occurred if the long-term national scale rating (if any) previously assigned to the Issuer or the Notes by any Rating Agency is: |

- (a) either withdrawn by the Rating Agency or cancelled by the Issuer, unless in each case it is simultaneously replaced by a Rating of at least the Minimum Rating Level from another Rating Agency; or
- (b) changed to any Rating that is deemed by the relevant Rating Agency, in accordance with its rating grades and criteria, to be below the Minimum Rating Level;

“Redemption Date”

the date upon which the Notes are redeemed by the Issuer, whether by way of redemption or maturity in terms of Condition 10.1 (*Redemption at Maturity*) or redemption in the event that the Notes are no longer listed on a Financial Exchange in terms of Condition 10.4 (*Redemption in the event that the Notes are no longer listed on a Financial Exchange*) or redemption for tax reasons in terms of Condition 10.5 (*Redemption for Tax Reasons*), as the case may be;

“Reference Banks”

five leading banks in the South African inter-bank market selected by the Issuer 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 Issuer Agent in terms of Condition 13 (*Register*) and the Issuer Agency Agreement, of which any Uncertificated Securities Register (which is administered and maintained by a Participant or the CSD, as determined in accordance with the Applicable Procedures) forms part;

“Regular Period”

- (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;

- (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
- (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;

“Relevant Date”

in respect of any payment relating to the Notes, the date on which such payment first becomes due, except that, in relation to monies payable to the CSD in accordance with these Terms and Conditions, it means the first date on which (a) the full amount of such monies have been received by the CSD, (b) such monies are available for payment to the holders of Beneficial Interests and (c) notice to that effect has been duly given to such 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

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| | 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; |
| “Representative” | a person duly authorised to act on behalf of a Noteholder and the Issuer Agent who may be regarded by the Issuer (acting in good faith) as being duly authorised based upon the tacit or express representation thereof by such Representative, in the absence of express notice to the contrary from such Noteholder or Issuer Agent; |
| “Senior Noteholders” | the Noteholders of Senior Notes; |
| “Senior Notes” | Notes issued with the status and characteristics set out in Condition 5 (<i>Status of Notes</i>); |
| “Senior Notes Credit Rating Event” | shall occur if at any time while any Senior Note remains Outstanding, a Senior Note with a Rating ceases to be rated by at least one of Moody's, Fitch, S&P or GCR; |
| “Series” | <p>a Tranche of Notes together with any further Tranche or Tranches of Notes which are:</p> <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; |
| “Specified Currency” | in relation to each Note in a Tranche of Notes, subject to all Applicable Laws and in the case of Notes listed on the Interest Rate Market of the JSE subject to the rules of the JSE, the currency specified in the Applicable Pricing Supplement; |

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| “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 such as may be allowed or required from time to time by the central bank or regulator or any laws or regulations applicable to the Notes; |
| “Specified Office” | in relation to each of the Issuer, the Arranger, the Issuer Agent, the Debt Sponsor and the stabilising manager (if any), the address of the office in respect of such entity as specified in the Applicable Pricing Supplement, or such other address as is notified by such entity (or where applicable, a successor to such entity) to the Noteholders in accordance with Condition 18 (<i>Notices</i>) of the Terms and Conditions; |
| “South Africa” or “RSA” | the Republic of South Africa; |
| “Step-up Margin” | the margin to be added to the Interest Rate applicable to an Extendible Note and specified in the Applicable Pricing Supplement; |
| “S&P” | means, Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies Incorporated (Registration No: 1996/014081/10), its successors-in-title and assigns; |
| “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 person(s) entitled thereto 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 5.2 (<i>Subordinated Notes</i>); |
| “Subsidiary” | a subsidiary company as defined in Section 3(1)(a) of the Companies Act; |

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| “Sub-unit” | with respect to any currency, the lowest amount of such currency that is available as legal tender in the country of such currency; |
| “Terms and Conditions” or “Conditions” | the terms and conditions incorporated in this section headed <i>“Terms and Conditions of the Notes”</i> and in accordance with which the Notes will be issued; |
| “Total Assets” | the aggregate of all consolidated assets of the Group as set out in the most recently published audited financial statements of the Group from time to time; |
| “Tranche” | in relation to any particular Series, all Notes which are identical in all respects (including as to listing); |
| “Transfer Form” | the written form for the transfer of a Note, in the form approved by the Issuer Agent, and signed by the transferor and transferee; |
| “Wholly-Owned Subsidiary” | a wholly-owned subsidiary as defined in Section 3(1)(b) of the Companies Act; |
| “ZAR” or “R” or “Rand” | the lawful currency of South Africa, being South African Rand, or any successor currency; |
| “ZAR-JIBAR-SAFEX” | the mid-market rate for deposits in ZAR for a period of the Designated Maturity (as indicated in the Applicable Pricing Supplement) that appears on the Reuters Screen SAFEX Page as at 11h00, Johannesburg time on the relevant date; and |
| “Zero Coupon Notes” | Notes which will be offered and sold at a discount to their Nominal Amount or at par and will not bear interest other than in the case of late payment. |

2. ISSUE

- 2.1. The Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranche(s) 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.

- 2.2. 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 Terms and Conditions of that Tranche of Notes. The applicable Terms and Conditions of a Tranche of Notes are the Terms and 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.
- 2.3. The applicable Terms and Conditions of a Tranche of Notes are incorporated by reference into the Individual Certificate(s) (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 Individual Certificate(s) representing the Notes in that Tranche.

3. **FORM AND DENOMINATION**

3.1. General

- 3.1.1. A Tranche of Notes may be issued in the form of listed or unlisted registered Notes, as specified in the Applicable Pricing Supplement.
- 3.1.2. Each Note may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index-Linked Note, a Dual Currency Note, a Mixed Rate Note, an Instalment Note or such combination of any of the foregoing or such other type of Note that are approved by the JSE, or its successor, or such other or further Financial Exchange(s), as may be determined by the Issuer and specified in the Applicable Pricing Supplement.
- 3.1.3. All payments in relation to the Notes will be made in the Specified Currency. Each Note will be issued in the Specified Denomination.
- 3.1.4. A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or further Financial Exchange(s) as may be determined by the Issuer and the Dealer(s), subject to any Applicable Laws. Unlisted Notes may also be issued under the Programme. Unlisted Notes are not regulated by the JSE.

3.2. Registered Notes

A Tranche of registered Notes will be issued in certificated form, as contemplated in Condition 3.2.1 (*Notes issued in certificated form*), or in uncertificated form, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*), as specified in

the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be held in the CSD, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*). A Tranche of unlisted Notes may also be held in the CSD, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*).

3.2.1. *Notes issued in certificated form*

3.2.1.1. Each Tranche of Notes may, subject to Applicable Laws and the Applicable Procedures, be issued in certificated form. If applicable, the CSD's Nominee will be named in the Register as the registered Noteholder of that Tranche of Notes.

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

3.2.2. *Notes issued in uncertificated form*

A Tranche of Notes which is listed on the Interest Rate Market of the JSE must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act. Notes issued in uncertificated form will be held in the CSD. Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Note which is represented by an Individual Certificate may be replaced by uncertificated securities in terms of section 33 of the Financial Markets Act.

3.2.3. *Beneficial Interests in Notes held in the CSD*

3.2.3.1. A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. A Tranche of unlisted Notes may also be held in the CSD.

3.2.3.2. The CSD will hold Notes subject to the Financial Markets Act and the Applicable Procedures.

3.2.3.3. All amounts to be paid and all rights to be exercised in respect of Notes held in the CSD will be paid to and may be exercised only by the CSD's Nominee for the holders of Beneficial Interests in such Notes.

3.2.3.4. A holder of a Beneficial Interest shall only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*).

3.2.4. *Recourse to the JSE Debt Guarantee Fund Trust*

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE Debt Guarantee Fund Trust, even if such Notes are settled through the electronic settlement procedures of the JSE and the CSD. Claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the JSE Debt Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE.

4. **TITLE**

4.1. Notes issued in certificated form

4.1.1. Each holder of Notes represented by an Individual Certificate will be named in the Register as the registered holder of such Notes.

4.1.2. Title to Registered Notes will pass upon registration of transfer in the Register in accordance with Condition 14.1.2 (*Transfer of Notes Represented by Individual Certificates*).

4.1.3. The Issuer, each of the Guarantors, and the Issuer Agent shall recognise a Noteholder as the sole and absolute owner of the Notes registered in that Noteholder's name in the Register (notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) and 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.

4.2. Notes issued in uncertificated form

The CSD's Nominee will be named in the Register as the registered holder of each Tranche of Notes which is issued in uncertificated form.

4.3. Beneficial Interests in Notes held in the CSD

- 4.3.1. A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in its entirety in the CSD. A Tranche of unlisted Notes may also be held in the CSD. While a Tranche of Notes is held in the CSD, the relevant Participant will be named in the Register as the registered Noteholder of the Notes in that Tranche.
- 4.3.2. Beneficial Interests which are held by Participants will be held directly through the CSD, and the CSD will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the CSD for such Participants.
- 4.3.3. Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests on behalf of such clients through the securities accounts maintained by such Participants for such clients. The clients of Participants may include the holders of Beneficial Interests or their custodians. The clients of Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Notes held by them in the CSD only through their Participants.
- 4.3.4. In relation to each person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the aggregate Nominal Amount of such Notes standing to the account of such person, shall be *prima facie* proof of such Beneficial Interest. The CSD's Nominee (as the registered holder of such Notes named in the Register) will be treated by the Issuer, each of the Guarantors, the Issuer Agent and the relevant Participant as the holder of that aggregate Nominal Amount of such Notes for all purposes.
- 4.3.5. Beneficial Interests in Notes may be transferred only in accordance with the Applicable Procedures. Such transfers will not be recorded in the Register, and the CSD's Nominee will continue to be reflected in the Register as the registered holder of such Notes notwithstanding such transfers.

- 4.3.6. Any reference in the Terms and Conditions to the relevant Participant shall, in respect of a Beneficial Interest, be a reference to the Participant appointed to act as such by the holder of such Beneficial Interest.

5. STATUS OF NOTES

5.1. 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.

5.2. Subordinated Notes

5.2.1. 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.

5.2.2. 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 aforesaid, 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 thereunder 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.

6. GUARANTEE

6.1. General

- 6.1.1. The Issuer has procured that the payment obligations of the Issuer under the Notes which are specified in the Applicable Pricing Supplement as being subject to the Guarantee ("**Guaranteed Notes**") are guaranteed by the Guarantors on the terms and conditions as contained in the Guarantee, as described in the section of the Programme Memorandum headed "*Terms and Conditions of the Guarantee*", as read with the Applicable Pricing Supplement.
- 6.1.2. The Issuer may also issue Notes that are not guaranteed by the Guarantors, if so specified in the Applicable Pricing Supplement. In the event that Notes are issued which are not guaranteed by the Guarantors as specified in the Applicable Pricing Supplement, the provisions relating to the Guarantee in this Programme Memorandum and the Applicable Pricing Supplement for such issue shall not be applicable to the Guarantors nor to such Noteholders, and the provisions of this Programme Memorandum and the Applicable Pricing Supplement shall be construed accordingly, in particular but without limitation, the section headed "*Events of Default*". Noteholders of Notes which are not Guaranteed Notes shall have no claim against any Guarantor of any nature whatsoever.
- 6.1.3. The Guarantors irrevocably and unconditionally, jointly and severally, guarantee to the Noteholders of Guaranteed Notes ("**Guaranteed Noteholders**") the due and punctual payment by the Issuer of any monies payable by the Issuer to the Guaranteed Noteholders in respect of the Guaranteed Notes, in the manner and subject to the terms of the Guarantee.
- 6.1.4. The obligations of each Guarantor under the Guarantee constitute unconditional and unsecured obligations of each of the Guarantors and will rank (subject to any obligations preferred by law) *pari passu* with all other present and future unsecured and unsubordinated obligations of that Guarantor.
- 6.1.5. In respect of each Note, either (a) on the 1st (first) Business Day that falls 6 (six) calendar months after the relevant Issue Date and thereafter on a 6 (six) monthly basis or (b) if through the acquisition of shares (through a

single transaction or a series of transactions), the Issuer acquires 100% (one hundred percent) of the shares in any company, the Issuer shall determine whether any Group Company, which is a Wholly-Owned Subsidiary of the Initial Guarantor, has become a Material Subsidiary based on the latest consolidated audited annual financial statements or interim financial statements of the Group (whichever is published the latest) and if it has, the Issuer shall procure that within 30 (thirty) days from the date of such determination, the relevant Group Company becomes a Guarantor, by duly completing and executing the accession letter in the form attached as **Appendix A** to the Guarantee and delivering such accession letter to the Issuer Agent, unless such Material Subsidiary, due to its corporate nature, the type of business it conducts or otherwise, is prohibited by law or regulation from acting as a guarantor and/or the relevant Group Company is Monarch Insurance, which determination shall be confirmed to the Issuer Agent in a certificate signed by 2 (two) directors of the Issuer (1 (one) of whom shall be the chief financial officer and 1 (one) of whom shall be an executive director) accompanied by the relevant calculations and delivered to the Issuer Agent.

- 6.1.6. The Issuer will inform the Noteholders, either by the publication of an electronic announcement on SENS or any other similar service established by the JSE, or the delivery of a notice to such Noteholders, of the accession of a new Guarantor to the Guarantee as contemplated in clause 6.1.5 above, within a reasonable period after the accession of such new Guarantor to the Guarantee.

6.2. Benefit of the Guarantee

Each Guaranteed Noteholder hereby agrees that upon acquisition of any Guaranteed Note, such Guaranteed Noteholder is deemed to have notice of, and accept the benefit of all the provisions of the Guarantee. The terms of the Guarantee provide that upon the acquisition of the Guaranteed Note by the Guaranteed Noteholder, the Guarantors are deemed to have received notice of acceptance of the benefit of the Guarantee by such Guaranteed Noteholder. Copies of the Guarantee are available for inspection at the registered office of the Issuer specified at the back of this Programme Memorandum.

7. **NEGATIVE PLEDGE**

- 7.1. So long as any Tranche of the Senior Notes remains Outstanding, the Issuer, each of the Guarantors and each Material Subsidiary undertake that they shall not create or permit the creation of any Encumbrances, other than Permitted Encumbrances, over any of their present or future business undertakings, assets or revenues to secure any present or future 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 such Indebtedness or providing such other security as may be approved by Extraordinary Resolution of the Senior Noteholders, unless the provision of any such security is waived by an Extraordinary Resolution of the Senior Noteholders.
- 7.2. Any Disposal by the Issuer, any Guarantor and/or any Material Subsidiary 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 such securitisation or like arrangement are utilised in the ordinary course of the Issuer's business and that such proceeds are not utilised to make any "distribution" as defined in the Companies Act.
- 7.3. The Issuer, the Guarantors and the Material Subsidiaries 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 7.1 above) for the benefit or on behalf of such Noteholders.

8. **INTEREST**

If the Applicable Pricing Supplement so specifies, the Notes of any Tranche will bear interest from the Interest Commencement Date at the Interest Rate(s) specified in, or determined in accordance with, the Applicable Pricing Supplement and such interest will be payable in respect of each Interest Period on the Interest Payment Date(s) 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. The

Interest Amount in respect of the interest amount payable will be announced on SENS at least 3 (three) Business Days before the relevant Interest Payment Date.

8.1. 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 rate(s) per annum equal to the Fixed Rate of Interest so specified, payable in arrears 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 Fixed Interest Payment Date, the next, following 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) such date will amount to the Fixed Coupon Amount, provided that:

- 8.1.1. 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
- 8.1.2. 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, such interest shall be calculated by applying the Fixed Rate of Interest to each Specified Denomination, multiplying such 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.

8.2. 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 arrears on the Interest Payment Date(s) in each year specified in the Applicable Pricing Supplement. Such interest will be payable in respect

of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment 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 such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such 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 such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

Determination of Rate of Interest and Calculation of Interest Amount

The Issuer 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 Issuer Agent shall notify the Issuer of the Rate of Interest for the relevant Interest Period as soon as is practicable after calculating the same. Each Interest Amount shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction 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

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 Issuer Agent for that swap transaction under the terms of an agreement incorporating the most recent ISDA Definitions and under which:

- 8.2.1. the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- 8.2.2. the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- 8.2.3. the relevant Reset Date is either (a) if the applicable Floating Rate Option is based on ZAR-JIBAR-SAFEX, the first day of that Interest Period; or (b) in any other case, as 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.

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 either:

- 8.2.4. if the Relevant Screen Page is available,
 - 8.2.4.1. the offered quotation (if only one quotation appears on the screen page); or
 - 8.2.4.2. 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) (Johannesburg time) 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 Issuer 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 such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Issuer Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations; or

- 8.2.5. if the Relevant Screen Page is not available or if, in the case of 8.2.4.1 above, no such offered quotation appears or, in the case of 8.2.4.2 above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Issuer Agent shall request the principal Johannesburg office of each of the Reference Banks to provide the Issuer Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11h00 (Johannesburg time) on the Interest Determination Date in question. If two or more of the Reference Banks provide the Issuer 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 Issuer Agent; or
- 8.2.6. if the Rate of Interest cannot be determined by applying the provisions of 8.2.4 and 8.2.5 above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Issuer 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 Issuer Agent by the Reference Banks or any 2 (two) or more of them, at which such banks offered, at approximately 11h00 (Johannesburg time) 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 2 (two) of the Reference Banks provide the Issuer Agent with such offered rates, the Rate of Interest for the relevant Interest Period will be determined by the Issuer 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 (Johannesburg time) 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 foregoing 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).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the Applicable Pricing Supplement as being other than ZAR-JIBAR-SAFEX, the Rate of Interest in respect of such Notes will be determined as provided 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 JSE and the CSD and/or every other relevant Financial Exchange or authority as soon as possible after their determination but in any event no later than the fourth Business Day thereafter. 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 JSE, the CSD and/or every other relevant Financial Exchange or authority and to the Noteholders in accordance with Condition 18 (*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 this sub-paragraph 8.2 (*Floating Rate Notes and Indexed Interest Notes*), by the Issuer 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 aforesaid, no liability to the Issuer or the Noteholders shall attach to the Issuer Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

8.3. 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.

8.4. 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 such Mixed Rate Notes are Fixed Rate Notes, Floating Rate Notes, Index-Linked Notes or Dual Currency Notes, as the case may be.

8.5. Interest on Indexed Notes

In the case of Indexed Notes, if the Interest Rate or Final Redemption Amount falls to be determined by reference to an index and/or a formula, such 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 Date(s).

8.6. 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 Principal Amount of such Notes and otherwise as specified in the Applicable Pricing Supplement.

8.7. 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.

8.8. Interest on Extendible Notes

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

8.9. Accrual of Interest

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such 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 such Note have been paid, or, in respect of uncertificated Notes, the date on which the full amount of the money payable has been received by the CSD and/or the Participants and notice to that effect has been given to Noteholders in accordance with Condition 18 (*Notices*).

8.10. Business Day Convention

If any Interest Payment Date (or other date), which is specified in the Applicable Pricing Supplement to be 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:

- 8.10.1. the “**Floating Rate Business Day Convention**”, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event: (a) such 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
- 8.10.2. the “**Following Business Day Convention**”, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day; or
- 8.10.3. the “**Modified Following Business Day Convention**”, such Interest Payment Date (or other date) shall be postponed to the next day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other such date) shall be brought forward to the first preceding Business Day; or

- 8.10.4. the “**Preceding Business Day Convention**”, such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day.

9. PAYMENTS

9.1. General

Where any amounts are due and payable under the Senior Notes, such amounts shall be settled in full before any amounts are paid under the Subordinated Notes.

Payments of principal and/or interest on an Individual Certificate shall be made to the Issuer 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 such Note as set forth in the Register on the close of business on the Last Day to Register (as specified in the Applicable Pricing Supplement). In addition to the above, in the case of a final redemption payment, the holder of the Individual Certificate shall be required, on or before the Last Day to Register prior to the Maturity Date, to surrender such Individual Certificate at the offices of the Issuer Agent.

Payments of principal and/or interest in respect of uncertificated Notes shall be made to the CSD 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 CSD and/or the Participants in respect of each amount so paid. Each of the persons shown in the records of the CSD and the Participants, as the case may be, shall look solely to the CSD 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 Notes.

9.2. Method of Payment

Payments will be made in the Specified Currency by credit or transfer, by means of electronic settlement, to the Noteholder.

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 such 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). Such 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 that one of them who is first named in the Register in respect of that Note.

Each such 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 Issuer 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 9.2 (*Method of Payment*).

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.

Payments will be subject in all cases to any fiscal or other laws, directives and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*).

9.3. Payment Day

If the date for payment of any amount in respect of any Note is not a Business Day, the holder thereof 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 such delay.

9.4. Interpretation of Principal and Interest

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

- 9.4.1. any additional amounts which may be payable with respect to principal under Condition 11 (*Taxation*);
- 9.4.2. the Final Redemption Amount of the Notes or the Early Redemption Amount of the Notes, as the case may be;
- 9.4.3. the Optional Redemption Amount(s) (if any);
- 9.4.4. in relation to Instalment Notes, the Instalment Amounts;

- 9.4.5. in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 10.8.3; and
- 9.4.6. 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 Terms and 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 11 (*Taxation*).

10. REDEMPTION AND PURCHASE

10.1. 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.

10.2. Redemption in the event of a Change of Control of the Initial Guarantor

- 10.2.1. A “**Change of Control Event**” shall occur if a Change of Control occurs (subject to the *proviso* below) and within the Change of Control Period:
 - 10.2.1.1. in the case of any Tranche of Notes rated by a Rating Agency, a Rating Downgrade in relation to such Notes occurs; or
 - 10.2.1.2. there is a Rating Downgrade in relation to the Issuer or the Programme.
- 10.2.2. Promptly upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice to the Noteholders in accordance with Condition 18 (*Notices*) specifying the nature of the Change of Control Event and the circumstances giving rise to it and the procedure for exercising the option per Condition 10.2.3.

10.2.3. If at any time while any Note remains Outstanding, upon the occurrence of a Change of Control Event, the Issuer shall, and only if the Noteholders have:

10.2.3.1. in terms of Condition 18 (*Notices*) issued a notice to convene a meeting of Noteholders within 30 (thirty) days of the date of which the Change of Control Event occurred;

10.2.3.2. resolved in terms of Condition 19 (*Meeting of Noteholders*) by way of Extraordinary Resolution requiring the redemption of the Notes of that Class of Noteholders; and

10.2.3.3. issued a written notice to the Issuer from that Class of Noteholders to redeem such Note,

redeem all Notes held by that Class of Noteholders at the Early Redemption Amount together with accrued interest (if any). Such redemption shall occur on the next Interest Payment Date following such Change of Control Event unless the said Interest Payment Date falls within 14 (fourteen) days of receipt of the notice referred to in Condition 10.2.3.3, in which case the Issuer shall redeem the said Notes on the second Interest Payment Date following the said Change of Control Event.

10.3. Redemption in the event of a loss of the assigned Rating of the Senior Notes

10.3.1. A Senior Notes Credit Rating Event shall give each Senior Noteholder the option to request the redemption of such Senior Note by the Issuer.

10.3.2. Promptly upon the Issuer becoming aware that a Senior Notes Credit Rating Event has occurred, the Issuer shall give notice to the Senior Noteholders in accordance with Condition 18 (*Notices*) specifying the nature of the Senior Notes Credit Rating Event and the circumstances giving rise to it, and the procedure for exercising the option contained in Condition 10.3.1.

10.3.3. Upon receipt by the Senior Noteholders of the notice referred to in Condition 10.3.2, each Senior Noteholder shall have 14 (fourteen) days thereafter to exercise its option contained in Condition 10.3.1 to redeem such Senior Note, after which the said option shall expire.

- 10.3.4. Each Senior Noteholder shall exercise its option contained in Condition 10.3.1 by delivering a written notice, in terms of Condition 18 (*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 10.3.3 shall be deemed to be an election by such Senior Noteholder not to exercise the option contained in Condition 10.3.1.
 - 10.3.5. Upon receipt by the Issuer of the notice in Condition 10.3.4, the Issuer shall redeem the relevant Senior Note at the Early Redemption Amount together with accrued interest (if any). Such redemption shall occur on the next Interest Payment Date following such Senior Notes Credit Rating Event unless the said Interest Payment Date falls within 60 (sixty) days after the close of the 14 (fourteen) day period referred to in Condition 10.3.3, in which case the Issuer shall redeem the said Senior Notes on the second Interest Payment Date following the said Senior Notes Credit Rating Event, provided that in each case the relevant Senior Notes shall not be redeemed later than their Maturity Date.
- 10.4. Redemption in the event that the Notes are no longer listed on a Financial Exchange
- 10.4.1. If the relevant Tranche of Notes listed on the Interest Rate Market of the JSE or such other or additional Financial Exchange(s) are 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 such Senior Note(s) by the Issuer.
 - 10.4.2. Promptly upon the Issuer becoming aware that the relevant Tranche of Notes listed on the Interest Rate Market of the JSE or such other or additional Financial Exchange(s) are 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 18 (*Notices*) specifying the nature of such event and the circumstances giving rise to it, and the procedure for exercising the option contained in Condition 10.4.1.
 - 10.4.3. Upon receipt by the Senior Noteholders of the notice referred to in Condition 10.4.2, each Senior Noteholder shall have 14 (fourteen) days thereafter to exercise its option contained in Condition 10.4.1 to redeem such Senior Note, after which the said option shall expire.

- 10.4.4. Each Senior Noteholder shall exercise its option contained in Condition 10.4.1 by delivering a written notice, in terms of Condition 18 (*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 10.4.3 shall be deemed to be an election by such Senior Noteholder not to exercise the option contained in Condition 10.4.1.
- 10.4.5. Upon receipt by the Issuer of the notice in Condition 10.4.4, the Issuer shall redeem the relevant Senior Note(s) at the Early Redemption Amount together with accrued interest (if any). Such redemption shall occur on the next Interest Payment Date following such event unless the said Interest Payment Date falls within 60 (sixty) days after the close of the 14 (fourteen) day period referred to in Condition 10.4.3, in which case the Issuer shall redeem the said Senior Notes on the second Interest Payment Date following the said event, provided that in each case the relevant Senior Note(s) shall not be redeemed later than their Maturity Date.

10.5. 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 (thirty) nor more than 60 (sixty) calendar days' notice to the Noteholders prior to such redemption, in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable), if the Issuer, immediately prior to the giving of such notice, is of the reasonable opinion that:

- 10.5.1. 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 or any of the Guarantors would be required to pay additional amounts as provided or referred to in Condition 11 (*Taxation*); and
- 10.5.2. the requirement cannot be avoided by the Issuer or any of the Guarantors taking reasonable measures available to them,

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 or any of the Guarantors

would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Notes may be redeemed by the Issuer in accordance with this Condition 10.5 (*Redemption for Tax Reasons*) in whole or in part. A redemption in part may be effected by the Issuer:

- 10.5.3. notwithstanding that such partial redemption may not entirely avoid such obligation to pay additional amounts as provided for or referred to in Condition 11 (*Taxation*); and
- 10.5.4. *mutatis mutandis* in the manner described in Condition 10.6 (*Redemption at the Option of the Issuer*), provided that the references to the giving of notice therein and to the Minimum Redemption Amount and the Higher Redemption Amount (both as specified in the Applicable Pricing Supplement) therein shall be disregarded for such purposes.

Notes redeemed for tax reasons pursuant to this Condition 10.5 (*Redemption for Tax Reasons*) will be redeemed at their Early Redemption Amount referred to in Condition 10.8 (*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.

10.6. 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 (thirty) nor more than 60 (sixty) calendar days' irrevocable notice to the Noteholders in accordance with Condition 18 (*Notices*), redeem all or some of the Notes (to which such Applicable Pricing Supplement relates) then Outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) 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 Date(s).

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 Individual Certificates, and in accordance with the Applicable Procedures in the case of Redeemed Notes which are uncertificated, and in each case not more than 60 (sixty)

calendar days prior to the date fixed for redemption (such date of selection being hereinafter called the “**Selection Date**”).

In the case of Redeemed Notes represented by Individual Certificates, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 18 (*Notices*) not less than 30 (thirty) calendar days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes represented by Individual Certificates shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Individual Certificates outstanding bears to the aggregate Nominal Amount of the Notes outstanding, in each case on the Selection Date, provided that such 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 uncertificated shall be equal to the balance of the Redeemed Notes. No exchange of the relevant uncertificated Notes will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this subparagraph, and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 18 (*Notices*) at least 10 (ten) calendar days prior to the Selection Date.

Holders of Redeemed Notes shall surrender the Individual 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 such Individual Certificates are redeemed, the Issuer Agent shall deliver new Individual Certificates to the CSD or such Noteholders, as the case may be, in respect of the balance of the Notes.

10.7. 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, such Senior Noteholders may exercise such option in respect of such Notes represented by Individual Certificates by delivering to the Issuer Agent, in accordance with Condition 18 (*Notices*), a duly executed notice (“**Put Notice**”) in unaltered form, at least 30 (thirty) calendar days but not more than 60 (sixty) 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 such Put Notice in respect of any such Note must be of a principal 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 Notes shall take place in accordance with the Applicable Procedures.

The Issuer shall proceed to redeem the Senior Notes in respect of which such option 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 Date(s).

In the event that the redeeming Noteholder is the holder of an Individual Certificate, then such Senior Noteholder shall (attached to the Put Notice) deliver the Individual Certificate to the Issuer Agent at least 1 (one) Business Day prior to the Optional Redemption Date, for cancellation, failing which the Put Notice shall be invalid. A holder of an Individual Certificate shall in that holder's Put Notice specify a bank account in South Africa 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 Issuer Agent. Put Notices shall be available for inspection at the specified offices of the Issuer Agent.

Any Put Notice given by a holder of any Senior Note pursuant to this Condition 10.7 (*Redemption at the Option of the Senior Noteholders*) 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 such Senior Noteholder, at its option, may elect by notice to the Issuer, delivered at least 1 (one) Business Day prior to the Optional Redemption Date, to withdraw the notice given pursuant to this paragraph and instead to declare such Senior Note forthwith due and payable pursuant to Condition 16 (*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.

10.8. Early Redemption Amounts

For the purpose of Conditions 10.2 (*Redemption in the event of a Change of Control of the Issuer*), 10.3 (*Redemption in the event of a loss of the assigned rating of the Senior Notes*), 10.4 (*Redemption in the event that the Notes are no longer listed on a Financial*

Exchange) 10.5 (*Redemption for Tax Reasons*) and Condition 16 (*Events of Default*), the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- 10.8.1. in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- 10.8.2. 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.
- 10.8.3. 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 such Note becomes due and repayable, or such other amount as is provided in the Applicable Pricing Supplement.

Where such calculation is to be made for a period which is not a whole number of years, it shall be calculated on the basis of actual days elapsed divided by 365 (three hundred and sixty-five), or such other calculation basis as may be specified in the Applicable Pricing Supplement.

10.9. 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 10.5 (*Redemption for Tax Reasons*) or 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.8 (*Early Redemption Amounts*).

10.10. Partly Paid Notes

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 10.10 (*Partly Paid Notes*) and the Applicable Pricing Supplement. In the case of early redemption in accordance with Conditions 10.5 (*Redemption for Tax Reasons*) or 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.8 (*Early Redemption Amounts*).

10.11. Exchangeable Notes

If the Notes are Exchangeable Notes, they will be redeemed, whether at maturity, early redemption 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.

10.12. Purchases

The Issuer or any other Group Company, as the case may be, 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 or any other Group Company, as the case may be, surrendered to the Issuer Agent for cancellation. The Issuer or any other Group Company, as the case may be, may attend any meeting of the Noteholders but will not be entitled to vote at such Noteholder meetings.

10.13. 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 an Individual Certificate are cancelled, the Issuer Agent shall deliver an Individual Certificate to such Noteholder in respect of the balance of the Notes.

10.14. Late Payment on Zero Coupon Notes

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 10 (*Redemption and Purchase*) or upon its becoming due and repayable as provided in Condition 16 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 10.8.3 as though the references therein to the date fixed for the redemption or the date upon which such 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 such Zero Coupon Note have been paid, and (b) 5 (five) calendar days after the date on which

the full amount of the monies payable has been received by the CSD, and notice to that effect has been given to the Noteholder in accordance with Condition 18 (*Notices*).

10.15. Applicable Procedures

The redemption and partial redemption of Beneficial Interests shall take place in accordance with the Applicable Procedures and the Financial Markets Act.

11. **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 political sub-division or any authority thereof or therein having power to tax, unless such 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, see “*South African Taxation*” below).

In such event, 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 such 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 such withholding or deduction, except that no such additional amounts shall be payable with respect to any Note:

- 11.1. held by or on behalf of a Noteholder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with South Africa other than the mere holding of such Note or the receipt of principal or interest in respect thereof; or
- 11.2. 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 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 Issuer Agent (the effect of which is not to require the disclosure of the identity of the relevant Noteholder); or
- 11.3. held by or on behalf of a Noteholder who could lawfully reduce (but has not so reduced) such withholding or deduction by complying with any statutory requirements 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 Issuer Agent (the effect of which is not to require the disclosure of the identity of the relevant Noteholder) – to the extent that such Noteholder could lawfully reduce such withholding or deduction but failed to do so; or

- 11.4. held by or on behalf of a Noteholder in circumstances where such party could lawfully reduce the amount of taxation otherwise levied or leviable upon the principal or interest by virtue of any non-South African tax laws applicable to such 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
- 11.5. where such 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) or capital gain (as contemplated in paragraph 3 of Schedule 8 to the Income Tax Act) or taxable capital gain (as defined in paragraph 1 of Schedule 8 to the Income Tax Act) of any Noteholder; or
- 11.6. 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 such Note; or
- 11.7. where (in the case of payment of principal and/or interest which is conditional on surrender and/or presentation of the relevant Individual Certificate in accordance with the Terms and Conditions) the relevant Individual Certificate is surrendered and/or presented more than 30 (thirty) days after the Relevant Date, except to the extent that the Noteholder thereof would have been entitled to an additional amount on presenting or surrendering the Individual Certificate for payment on such thirtieth day; or
- 11.8. if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of tax defaulters; or
- 11.9. if such withholding or deduction arises in terms of the US Foreign Account Tax Compliance Act ("**FATCA**"), any regulations or agreements thereunder, official interpretations thereof, any intergovernmental approach thereto, or implementing legislation adopted by another jurisdiction in connection with FATCA; or
- 11.10. where such 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, such Directive; or
- 11.11. any combination of 11.1 to 11.10.

Any reference in these Terms and 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 Terms and Conditions or under any undertakings given in addition to, or in substitution for, these Terms and Conditions.

12. **EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF INDIVIDUAL CERTIFICATES**

12.1. Exchange of Beneficial Interests

12.1.1. The holder of a Beneficial Interest in Notes may, in terms of the Applicable Procedures and subject to section 34(e) of the Financial Markets Act read with section 54 of the Companies Act (or such other relevant section of any successive legislation), by written notice to the holder's nominated Participant (or, if such holder is a Participant, the CSD), request that such Beneficial Interest be exchanged for Notes in definitive form represented by an Individual Certificate (the "**Exchange Notice**"). The Exchange Notice shall specify (a) the name, address and bank account details of the holder of the Beneficial Interest and (b) the day on which such Beneficial Interest is to be exchanged for an Individual Certificate; provided that such day shall be a Business Day and shall fall not less than 30 (thirty) calendar days after the day on which such Exchange Notice is given.

12.1.2. The holder's nominated Participant will, following receipt of the Exchange Notice, through the CSD, notify the Issuer Agent that it is required to exchange such Beneficial Interest for Notes represented by an Individual Certificate. The Issuer Agent will, as soon as is practicable but within 14 (fourteen) calendar days after receiving such notice, in accordance with the Applicable Procedures, procure that an Individual Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 14 (fourteen) day period, to the Participant acting on behalf of the holder of the Beneficial Interest in respect of the conversion at the specified office of the Issuer Agent; provided that joint holders of a Beneficial Interest shall be entitled to receive only one Individual Certificate in respect of that joint holding, and the delivery to one of those joint holders shall be delivery to all of them.

12.1.3. In the case of the exchange of a Beneficial Interest in Notes issued in uncertificated form:

12.1.3.1. the CSD's Nominee shall, prior to the Exchange Date, will surrender (through the CSD system) such uncertificated Notes to the Issuer Agent at its specified office; and

12.1.3.2. the Issuer Agent will obtain the release of such uncertificated Notes from the CSD in accordance with the Applicable Procedures.

12.1.4. An Individual Certificate shall, in relation to a Beneficial Interest:

12.1.4.1. in a Tranche of Notes which is held in the CSD, represent that number of Notes as have, in the aggregate, the same aggregate Nominal Amount of Notes standing to the account of the holder of such Beneficial Interest; or

12.1.4.2. in any number of Notes issued in uncertificated form of a particular aggregate Nominal Amount standing to the account of the holder thereof, 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 Issuer Agent; provided that if such aggregate Nominal Amount is equivalent to a fraction of the Specified Denomination or a fraction of any multiple thereof, such Individual Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

12.1.5. Subject always to Applicable Laws and the Applicable Procedures, upon the replacement of a Beneficial Interest in Notes with Notes in definitive form represented by an Individual Certificate in accordance with this Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*), such Notes (now represented by an Individual Certificate) will cease to be listed on the Financial Exchange and will no longer be lodged in the CSD. Notes represented by Individual Certificates will be registered in the Register in the name of the individual Noteholders of such Notes.

12.2. Replacement

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

12.3. 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 such Notes may, upon producing evidence to the satisfaction of the Issuer that he holds the position in respect of which he proposes to act under this Condition 12.3 (*Death and sequestration or liquidation of Noteholder*) or of his title as the Issuer and the Issuer Agent shall require, be registered himself as the holder of such Notes or, subject to the Applicable Procedures, this Condition 12.3 (*Death and sequestration or liquidation of Noteholder*) and Condition 14.1.2 (*Transfer of Notes represented by Individual Certificates*), may transfer such Notes. The Issuer and (if applicable) the CSD and the relevant Participant shall be entitled to retain any amount payable upon the Notes to which any person is so entitled until such person shall be registered as aforesaid or shall duly transfer the Notes.

12.4. Costs

The costs and expenses of the printing, issue and delivery of each Individual Certificate and all taxes and governmental charges or insurance charges that may be imposed in relation to such Individual Certificate and/or the printing, issue and delivery of such Individual Certificate shall be borne by the holder of the Notes represented by that Individual Certificate. Separate costs and expenses relating to the provision of Individual 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.

13. REGISTER

13.1. The Register of Noteholders shall:

- 13.1.1. be kept at the specified office of the Issuer Agent or such other person as may be appointed for the time being by the Issuer to maintain the Register;

- 13.1.2. contain the names, addresses and bank account numbers of the registered Noteholders;
 - 13.1.3. show the total Nominal Amount of the Notes held by Noteholders;
 - 13.1.4. show the dates upon which each of the Noteholders was registered as such;
 - 13.1.5. show the serial numbers of the Individual Certificates and the dates of issue thereof;
 - 13.1.6. 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
 - 13.1.7. be closed during each Books Closed Period.
- 13.2. The Issuer 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.
 - 13.3. Except as provided for in these Terms and Conditions or as required by law, in respect of Notes, the Issuer will only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the Register.
 - 13.4. Except as provided for in these Terms and 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 Individual Certificate may be subject.

14. **TRANSFER OF NOTES**

14.1. Transfer of registered Notes

14.1.1. Transfer of Beneficial Interests in Notes held in the CSD

- 14.1.1.1. Beneficial Interests may be transferred only in accordance with the Applicable Procedures through the CSD.
- 14.1.1.2. Transfers of Beneficial Interests to and from clients of Participants occur by way of electronic book entry in the securities accounts maintained by the Participants for their clients, in accordance with the Applicable Procedures.

14.1.1.3. Transfers of Beneficial Interests among Participants occur through electronic book entry in the central securities accounts maintained by the CSD for the Participants, in accordance with the Applicable Procedures.

14.1.1.4. Transfers of Beneficial Interests in Notes will not be recorded in the Register and the CSD's Nominee will continue to be reflected in the Register as the Noteholder of such Notes notwithstanding such transfers.

14.1.2. Transfer of Notes represented by Individual Certificates

14.1.2.1. In order for any transfer of Notes represented by an Individual Certificate to be recorded in the Register, and for such transfer to be recognised by the Issuer:

14.1.2.1.1. the transfer of such Notes must be embodied in a Transfer Form;

14.1.2.1.2. the Transfer Form must be signed by the registered Noteholder of such Notes and the transferee, or any authorised representatives of that registered Noteholder or transferee; and

14.1.2.1.3. the Transfer Form must be delivered to the Issuer Agent at its specified office together with the Individual Certificate representing such Notes for cancellation.

14.1.2.2. Notes represented by an Individual Certificate may only be transferred, in whole or in part, in amounts of not less than the Specified Denomination (or any multiple thereof).

14.1.2.3. Subject to this Condition 14.1.2 (*Transfer of Notes represented by Individual Certificates*), the Issuer Agent will, within 3 (three) Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with any Applicable Laws and/or Applicable Procedures), record the transfer of Notes represented by an Individual Certificate (or the relevant portion of such Notes) in

the Register, and authenticate and deliver to the transferee at the Issuer Agent's specified office or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of the Notes transferred reflecting the outstanding Nominal Amount of the Notes transferred.

- 14.1.2.4. Where a Noteholder has transferred a portion only of Notes represented by an Individual Certificate, the Issuer Agent will authenticate and deliver to such Noteholder at the Issuer Agent's specified office or, at the risk of such Noteholder, send by mail to such address as such Noteholder may request, at the risk of such Noteholder, a new Individual Certificate representing the balance of the Notes held by such Noteholder.
- 14.1.2.5. The transferor of any Notes represented by an Individual Certificate will be deemed to remain the owner thereof until the transferee is registered in the Register as the holder thereof.
- 14.1.2.6. Before any transfer of Notes represented by an Individual Certificate is registered in the Register, all relevant transfer taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the Issuer and the Issuer Agent may reasonably require as to the identity and title of the transferor and the transferee.
- 14.1.2.7. No transfer of any Notes represented by an Individual Certificate will be registered whilst the Register is closed as contemplated in Condition 13 (*Register*).

If a transfer of any Notes represented by an Individual Certificate is registered in the Register, the Transfer Form and cancelled Individual Certificate will be retained by the Issuer Agent.

If a transfer is registered then the Transfer Form and cancelled Individual Certificate will be retained by the Issuer Agent.

In the event of a partial redemption of Notes under Condition 10.6 (*Redemption of the Option at the Issuer*), the Issuer Agent shall not be required in terms of Condition 10.6 (*Redemption of the Option at the Issuer*) to register the transfer of any Notes during the period beginning on

the tenth day before the date of the partial redemption and ending on the date of the partial redemption (both inclusive).

The Notes shall, upon transfer, be fully paid up.

15. **PRESCRIPTION**

The Notes will become void unless presented for payment of principal within a period of 3 (three) years after their redemption date, save that any Individual Certificate constituting a “*bill of exchange or other negotiable instrument*” in accordance with section 11 of the Prescription Act, 1969 will become void unless presented for payment of principal and interest within a period of 6 (six) years from the Relevant Date.

16. **EVENTS OF DEFAULT**

16.1. Senior Notes

If, for any particular Series of Notes, one or more of the following events (“**Events of Default**”) shall have occurred and be continuing:

- 16.1.1. the Issuer fails to pay any Nominal Amount due under the Senior Notes on its due date for payment thereof and any such failure continues for a period of 5 (five) Business Days, after receiving written notice from any of the Senior Noteholders demanding such payment; or
- 16.1.2. the Issuer fails to pay any interest due under the Senior Notes on its due date for payment thereof and any such failure continues for a period of 3 (three) Business Days, after receiving written notice from any of the Senior Noteholders demanding such payment; or
- 16.1.3. the Issuer fails to perform or observe any of its other obligations or undertakings (not specifically covered elsewhere in this clause 16.1 (*Senior Notes*)) under or in respect of any of the Senior Notes and such failure continues for a period of 30 (thirty) calendar days after receipt by the Issuer of a notice from the Senior Noteholders (in accordance with Condition 18 (*Notices*)) in respect of such failure specifying the failure and requesting the Issuer to remedy same; or
- 16.1.4. the Issuer fails to remedy a breach of Condition 7 (*Negative Pledge*) within 21 (twenty one) Business Days of receiving written notice from the Senior Noteholders demanding such remedy; or

- 16.1.5. the Issuer, the Guarantors or a Material Subsidiary, as the case may be, defaults in the payment of the principal or interest, or any obligations in respect of Material Indebtedness of, or assumed or guaranteed by the Issuer, the Guarantors or a Material Subsidiary, as the case may be, when and as the same shall become due and payable and where notice has been given to the Issuer, the Guarantors or a Material Subsidiary, as the case may be, of the default and if such default shall have continued for more than the notice period (if any) applicable thereto and the time for payment of such interest or principal or other obligation has not been effectively extended or if any such obligations constituting a Material Indebtedness of, or assumed or guaranteed by, the Issuer, the Guarantors or a Material Subsidiary, as the case may be, shall have become repayable before the due date thereof as a result of acceleration of maturity by reason of the occurrence of any event of default thereunder; or
- 16.1.6. 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 respective obligations under the Notes or each of the Guarantors to comply with its respective obligations under the Guarantee, is not in place or any such consent, licence, approval or authorisation shall be revoked, modified, withdrawn or withheld or shall cease to be in full force and effect, resulting in the Issuer or the Guarantors, as the case may be, being unable to perform any of its respective payment or other obligations in terms of the Notes or the Guarantee respectively, and the Issuer or the Guarantors, as the case may be, fail(s) to remedy such circumstances within 21 (twenty one) Business Days of receiving written notice from the Noteholders demanding such remedy; or
- 16.1.7. the Issuer, the Guarantors or a Material Subsidiary, as the case may be, 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, the Guarantors or a Material Subsidiary, as the case may be, is made whether provisionally (and not dismissed or withdrawn within 21 (twenty one) Court Days thereof) or finally, or the Issuer, the Guarantors or a Material Subsidiary, as the case may be, is placed under business rescue, voluntary liquidation or curatorship,

provided that no liquidation, curatorship, winding-up, dissolution, judicial management, business rescue or analogous proceedings shall constitute an Event of Default if (a) the liquidation, winding-up, dissolution, judicial management, 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, judicial management, business rescue or analogous proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganization or other similar arrangement, the terms of which were approved by an Extraordinary Resolution of Noteholders before the date of the liquidation, winding-up, dissolution, judicial management, business rescue or analogous proceedings; or

- 16.1.8. the Issuer, the Guarantors or a Material Subsidiary, as the case may be 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, the Guarantors or a Material Subsidiary, as the case may be 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, the Guarantors or a Material Subsidiary, as the case may be and is for the purposes of an internal reconstruction or reorganisation within the Group; or
- 16.1.9. if a person validly attaches in execution the whole or a material part of the undertaking or assets of the Issuer, the Guarantors or a Material Subsidiary, as the case may be, 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 any of them in both instances following a judgement against the Issuer, the Guarantors or a Material Subsidiary, as the case may be by a court of competent jurisdiction and such is not discharged within 21 (twenty one) Court Days; or

- 16.1.10. the Guarantee is not in full force and effect and such failure has continued for more than 30 (thirty) days following the service by the Noteholders on the Guarantors and the Issuer of a written notice requiring that failure to be remedied; or
- 16.1.11. the Issuer, the Guarantors or a Material Subsidiary, as the case may be, ceases to carry on the whole or a substantial part of its business, or otherwise as approved by an Extraordinary Resolution of the Senior Noteholders and the Issuer, the Guarantors or a Material Subsidiary, as the case may be, 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 any applicable law; or
- 16.1.12. any step is taken by or under any authority with a view to the seizure, compulsory acquisition, expropriation or nationalisation of the Issuer, the Guarantors or a Material Subsidiary, as the case may be, or a material part of the assets of the Issuer, the Guarantors or a Material Subsidiary, as the case may be or any of the securities issued by the Issuer, the Guarantors or a Material Subsidiary, as the case may be; or
- 16.1.13. 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 the registered office of the Issuer, effective upon the date of receipt thereof by the Issuer, declare the Senior Note held by that Senior Noteholder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 10.8 (*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 to comply with any order of a court of competent jurisdiction.

For the purposes of Condition 16.1.5, any Material Indebtedness which is in a currency other than South African Rand shall be converted into South African Rand at the spot rate for the sale of South African Rand against the purchase of the relevant currency

quoted by any leading bank of South Africa selected on the date of such Event of Default.

16.2. Subordinated Notes

16.2.1. In relation to Subordinated Notes, if the Issuer defaults in the payment of any amount payable in respect of such Notes, and such default continues for a period of 7 (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 16.1.7 occurs (other than an Event of Default contemplated in Condition 16.2.2 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 such Subordinated Notes, provided that the Issuer shall not be obliged, save in the case of liquidation or winding up proceedings (see Condition 16.2.2 below), to pay any sum or sums sooner than the same would otherwise have been payable by it.

16.2.2. In the event of the winding-up or liquidation, whether finally or provisionally, of the Issuer, the Guarantors or a Material Subsidiary, as the case may be, 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 registered office, require that its Subordinated Notes are immediately due and repayable 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.

16.2.3. For so long as no Tranche of Senior Notes remains Outstanding, the provisions of Condition 16.1 (*Senior Notes*) shall apply *mutatis mutandis* to the Subordinated Notes.

16.3. Notification of Event of Default

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify the Guarantors and all Noteholders in accordance with Condition 18 (*Notices*) and the JSE in writing.

17. ISSUER AGENT AND PARTICIPANT

- 17.1. Any third party appointed by the Issuer as Issuer 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.
- 17.2. If the Issuer elects to appoint another entity (not being the Issuer) as Issuer Agent, that other entity, on execution of an appropriate agency agreement or an appropriate accession letter to the Issuer Agency agreement, as the case may be, shall serve in that capacity in respect of the Notes. The Issuer shall notify the Noteholders in the manner set out in Condition 18 (*Notices*) of any such appointment and, if any Notes are listed on the JSE, the Issuer shall notify the JSE of any such appointment.
- 17.3. The Issuer is entitled to vary or terminate the appointment of the Issuer 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 an Issuer Agent with an office in such place as may be required by the Applicable Procedures.
- 17.4. To the extent that the Issuer also acts as the Issuer Agent, all references to:
 - 17.4.1. any action, conduct or functions in such role shall be understood to mean that the Issuer shall perform such action, conduct or function itself; and
 - 17.4.2. requirements for consultation, indemnification by or of, payment by or to, delivery by or to, notice by or to, consent by or to or agreement between the Issuer and the Issuer Agent shall be disregarded to the extent that the Issuer performs such role.

18. NOTICES

All notices to Noteholders shall comply with the mandatory provisions of the law, including the Companies Act and the JSE Debt Listings Requirements in force from time to time

18.1. Notice by the Issuer to Noteholders holding certificated Notes

- 18.1.1. 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 7th (seventh) day after the day on which it is mailed and on the day of delivery if delivered.

18.1.1.1. In the event of there being any Individual Certificates in issue, notices to such Noteholders shall be published:

18.1.1.1.1. in an English language daily newspaper of general circulation in South Africa; and

18.1.1.1.2. for so long as the Notes are listed on the JSE or such other Financial Exchange, a daily newspaper of general circulation in the city in which the JSE or such other Financial Exchange is situated or any electronic news service of general distribution,

and any such notices shall be deemed to have been given on the date of first publication.

18.2. Notice by the Issuer to Noteholders holding uncertificated Notes

For as long as any of the Notes are issued in uncertificated form and are held in their entirety in the CSD, all notices in respect of such Notes shall be by way of delivery by the Issuer to the CSD, the Participants and the JSE or such other Financial Exchange on which the Notes are listed for communication by them to holders of Beneficial Interests in such Notes in accordance with the Applicable Procedures. Each such notice shall be deemed to have been received by the holders of Beneficial Interests on the day of delivery of such notice to the CSD.

18.3. 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) that notice, together with a certified copy of the relevant Individual Certificate at the office of the Issuer Agent specified in the Applicable Pricing Supplement. For so long as any of the Notes are issued in uncertificated form, notice may be given by any holder of a Beneficial Interest in such Notes to the Issuer via the relevant Issuer in accordance with the Applicable Procedures, in such manner as the Issuer and the relevant Issuer may approve for this purpose. Such 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, 7 (seven) days after posting.

18.4. Notice in relation to Notes listed on the JSE

In addition to the provisions of Conditions 18.1, 18.2 and 18.3, for so long as any Notes are listed on the JSE, all notices in respect of such JSE-listed Notes, shall be made by way of an announcement on SENS.

19. **MEETINGS OF NOTEHOLDERS**

19.1. Convening of meetings

The Issuer may at any time convene a meeting of all Noteholders or holders of any Series of Notes, and shall be obliged to do so upon the request in writing of Noteholders holding not less than 10% (ten percent) of the aggregate Nominal Amount of all Notes or Notes in that Series, as the case may be, for the time being Outstanding (a “**requisition notice**”). Should the Issuer fail to requisition a meeting within 30 (thirty) days of such a requisition notice being delivered to the Specified Office of the Issuer, the Noteholders requesting such a meeting may convene such meeting by written notice to the Issuer and the relevant Noteholders to which such meeting applies in accordance with Condition 18 (*Notices*) of the Terms and Conditions. A meeting so convened must be held within 90 (ninety) days from the date of the requisition notice and will be convened as nearly as possible in the same manner as that in which meetings may be convened by the Issuer. All meetings of Noteholders shall comply with the mandatory provisions of the law, including the Companies Act (notwithstanding that the Companies Act refers to meetings of shareholders) and the JSE Debt Listings Requirements in force from time to time.

19.2. Notice

19.2.1. Unless the holders of at least 100% (one hundred percent) of the aggregate Nominal Amount of the Notes Outstanding or relevant Series of Notes Outstanding, as the case may be, agree in writing to a shorter period, the Issuer may convene a meeting of all Noteholders upon at least 15 (fifteen) business days' prior written notice, in accordance with the Companies Act. This notice will include the date that the Issuer has selected to determine which Noteholders will receive the notice and the last date by which proxy forms will be submitted. Every such meeting shall be held at such time and place as the Issuer Agent may approve. The notice shall set out the nature of the business for which the meeting is to be held, the full text of any resolutions to be proposed and shall state that a Noteholder may appoint a proxy (as defined below) by delivering a form

of proxy (as defined below) to the Specified Office of the Issuer Agent by no later than 24 (twenty-four) hours before the time fixed for the meeting.

19.2.2. The Issuer will, for so long as any Note remains Outstanding and listed on the JSE, announce, by electronically publishing such announcement on SENS, or any other similar service, established by the JSE, the notice of meeting, the date that the Issuer has selected to determine which Noteholders recorded in the Register will receive the notice of meeting, and the last date by which proxy forms must be submitted.

19.2.3. A requisition notice by Noteholders requesting a meeting of Noteholders pursuant to Condition 19.1 (*Convening of meetings*) may consist of several documents in like form, each signed by one or more requisitioning Noteholders. Such a requisition notice will be delivered to the Specified Office of the Issuer.

19.3. Proxy

19.3.1. A Noteholder may by an instrument in writing (a “**form of proxy**”) signed by the Noteholder or, in the case of a juristic person, signed on its behalf by an attorney or a duly authorised officer of the juristic person, appoint any Person (a “**proxy**”) to act on his or its behalf in connection with any meeting or proposed meeting of the Noteholders. A Person appointed to act as proxy need not be a Noteholder.

19.3.2. Any Noteholder which is a juristic person may by resolution of its directors or other governing body authorise any Person to act as its Representative in connection with any meeting or proposed meeting of the Noteholders.

19.3.3. Any proxy or Representative appointed shall, so long as the appointment remains in force, be deemed for all purposes in connection with any meeting or proposed meeting of the Noteholder specified in the appointment, to be the holder of the Notes to which the appointment relates and the holder of the Notes shall be deemed for such purposes not to be the holder. All acts performed by the proxy, and all forms of proxy shall comply with the mandatory provisions of the law, including the Companies Act (notwithstanding that the Companies Act refers to meetings of shareholders) and the JSE Debt Listings Requirements in force from time to time.

19.4. Chairperson

The chairperson (who may, but need not, be a Noteholder) of the meeting shall be appointed by the Issuer. The procedures to be followed at the meeting shall be as determined by the chairperson subject to the remaining provisions of this Condition 19 (*Meetings of Noteholders*). Should the Noteholder requisition a meeting, and the Issuer fail to call such a meeting within 30 (thirty) days of the requisition, then the chairperson of the meeting held at the instance of the Noteholders shall be selected by a majority of Noteholders present in Person, by Representative or by proxy. The chairperson of an adjourned meeting need not be the same Person as was chairperson of the original meeting.

19.5. Quorum

19.5.1. At any such meeting one or more Noteholders present in Person, by Representative or by proxy, holding in aggregate not less than 30 (thirty) percent of the Nominal Amount of Notes held by the applicable Class of Noteholders for the time being Outstanding, shall form a quorum for the consideration of an Ordinary Resolution.

19.5.2. The quorum at any such meeting for passing an Extraordinary Resolution shall be one or more Noteholders of that Class of Noteholders present or represented by proxies or Representatives and holding or representing in the aggregate a clear majority in Nominal Amount of the Notes held by the applicable Class of Noteholders for the time being Outstanding.

19.5.3. No business will be transacted at a meeting of the Noteholders unless a quorum is present at the time when the meeting proceeds to business.

19.5.4. If within 30 (thirty) minutes after the time fixed for any such meeting a quorum is not present, then:

19.5.4.1. in the case of a meeting requested by Noteholders, it shall be dissolved; or

19.5.4.2. in the case of any other meeting, it shall be adjourned for such period (which shall be not less than 14 (fourteen) days and not more than 21 (twenty-one) days and to such time and place as the chairperson determines and approved by the Issuer Agent; provided, however, that the meeting shall be dissolved if the Issuer so decides.

19.6. Adjournment of meetings

- 19.6.1. Subject to the provisions of this Condition 19 (*Meetings of Noteholders*), the chairperson may, with the consent of (and shall if directed by) any Noteholders, adjourn a meeting of Noteholders or a Class of Noteholders from time to time and from place to place. All adjournments of meetings shall comply with the mandatory provisions of the law, including the Companies Act (notwithstanding that the Companies Act refers to meetings of shareholders) and the JSE Debt Listings Requirements in force from time to time.
- 19.6.2. No business shall be transacted at any adjourned meeting except business left unfinished, and which might lawfully have been transacted, at the meeting from which adjournment took place.

19.7. Notice following adjournment

- 19.7.1. Condition 19.2 (*Notice*) shall apply to any meeting which is to be resumed after adjournment for want of a quorum save that:
- 19.7.1.1. 7 (seven) days' notice (exclusive of the day on which the notice is given and of the day on which the relevant meeting is to be held) shall be sufficient; and
- 19.7.1.2. the notice shall state that that one or more Noteholders present in Person, by Representative or by proxy whatever the Nominal Amount of the Notes held or represented by them will form a quorum for the purpose of considering any resolution, including an Extraordinary Resolution.
- 19.7.2. It shall not be necessary to give notice of the resumption of a meeting which has been adjourned for any other reason.

19.8. Participation

The following may attend and speak at a meeting:

- 19.8.1. Noteholders present, by Representative or by proxy provided that no such Person shall be entitled to attend and speak (or vote) unless he provides proof acceptable to the Issuer that he is a Noteholder, its Representative or proxy if so required by the Issuer to do so;

- 19.8.2. any officer or duly appointed representative of the Issuer and every other Person authorised in writing by the provided that such Person shall not be entitled to vote, other than as a proxy or Representative;
- 19.8.3. the legal counsel to the Issuer;
- 19.8.4. the Issuer Agent;
- 19.8.5. any other Person approved by the Noteholders at such meeting; and
- 19.8.6. every director or duly appointed representative of the Issuer and every other Person authorised in writing by the Issuer may attend and speak at a meeting of Noteholders, but shall not be entitled to vote, other than as a proxy or Representative.

19.9. Poll

Except where otherwise provided, every resolution proposed to be passed at a meeting shall be decided in the first instance on a poll. Any resolution proposed on the election of the chairperson or on any question of adjournment shall be taken at the meeting without adjournment.

19.10. Show of hands

A demand for a vote by show of hands shall be valid if it is made by the chairperson, the Issuer or one or more Noteholders present, by Representative or by proxy (whatever the Nominal Amount of Notes held or represented by them). Unless a resolution has already been validly passed on a poll, the chairperson's declaration that on a show of hands a resolution has been passed, passed by a particular majority, rejected or rejected by a particular majority shall be conclusive, without proof of the number of votes cast for, or against, the resolution. A valid demand for a vote by show of hands shall not prevent the continuation of the relevant meeting for any other business as the chairperson directs.

19.11. Votes

- 19.11.1. Every Noteholder present in Person, by Representative or by proxy and who provided proof acceptable to the Issuer of his entitlement to vote, if so required by the Issuer, shall have one vote per Specified Denomination (or the nearest rounded off multiple thereof) of the relevant Series of Notes Outstanding held or represented by him.

- 19.11.2. The holders of Beneficial Interests in Notes must vote in accordance with the Applicable Procedures. Notwithstanding any other provision contained in this Condition 19 (*Meetings of Noteholders*), the Noteholder in respect of Uncertificated Notes shall vote on behalf of holders of Beneficial Interests in such Notes in accordance with the instructions from the holders of Beneficial Interests conveyed through the Participants in accordance with the Applicable Procedures.
- 19.11.3. In the case of a voting tie, the chairperson shall have a casting vote.
- 19.11.4. Unless the form of proxy states otherwise, a Representative or proxy shall not be obliged to exercise all the votes which he is entitled or cast all the votes which he exercises in the same way.

19.12. Validity of votes by proxies

Any vote by a proxy in accordance with the form of proxy shall be valid even if such form of proxy or any instruction pursuant to which it was given has been amended or revoked, provided that the Issuer Agent or the Issuer at its Specified Office has not been notified in writing of such amendment or revocation by the time which is 24 (twenty four) hours before the time fixed for the relevant meeting. Unless revoked, any appointment of a proxy under a form of proxy in relation to a meeting shall remain in force in relation to any resumption of such meeting following an adjournment.

19.13. Powers

- 19.13.1. A meeting of Noteholders will have the power, in addition to all powers specifically conferred elsewhere in the Terms and Conditions:
 - 19.13.1.1. by Ordinary Resolution of the Noteholders to give instructions to the Issuer in respect of any matter not covered by the Terms and Conditions (but without derogating from the powers or discretions expressly conferred upon the Issuer by the Terms and Conditions or imposing obligations on the Issuer not imposed or contemplated by the Terms and Conditions or otherwise conflicting with or inconsistent with the provisions of the Terms and Conditions); and

19.13.1.2. by Extraordinary Resolution:

19.13.1.2.1. to sanction any compromise or arrangement proposed to be made between the Issuer and the Class of Noteholders or any of them; or

19.13.1.2.2. assent to any modification of the provisions contained in the Terms and Conditions which shall be proposed by the Issuer.

19.13.2. Unless other specified, resolutions of Noteholders will require an Ordinary Resolution to be passed.

19.14. Binding effect of resolutions

Any resolution passed in accordance with the provisions hereof and agreed to by the Issuer shall be binding upon all Noteholders whether or not present at such meeting and whether or not voting (or whether or not they signed any written resolution, as the case may be), and each Noteholder shall be bound to give effect thereto.

19.15. Notice of the result of voting on any resolution

Notice of the result of the voting on any resolution (including any Extraordinary Resolution) duly considered by the Noteholders shall be given to the Noteholders via an announcement on SENS within 48 (forty-eight) hours of the conclusion of the meeting or after the responses to the written resolution have been received. Non-publication shall not invalidate any such resolution.

19.16. Minutes

Minutes shall be made of all resolutions and proceedings of meetings by the Issuer Agent and duly entered in books to be provided by the Issuer for that purpose. The chairperson shall sign the minutes, which shall be *prima facie* evidence of the proceedings recorded therein. Unless and until the contrary is proved, every such meeting in respect of which minutes have been summarised and signed shall be deemed to have been duly convened and held and all resolutions passed thereat, or proceedings held, to have been duly passed and held.

20. **AMENDMENT OF THESE CONDITIONS**

20.1. Subject to the Companies Act, any regulations promulgated under the Companies Act, the listings requirements of the JSE and the listings requirements of any other

applicable Financial Exchange, as the case may be, the Issuer may effect, without the consent of the relevant Class of Noteholders, any modification of the Terms and Conditions, the agreements in relation to the security structure, the guarantee, security of credit enhancement agreements, which is of a technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law of the jurisdiction in which the Issuer is established and/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 any such modification shall be communicated to the relevant Class of Noteholders in accordance with Condition 18 (*Notices*) as soon as is practicable thereafter.

20.2. Upon making any modification of the Terms and Conditions which is of a technical nature or is made to correct a manifest error or to comply with mandatory provisions of the law as contemplated in Condition 20.1 above, the Issuer will submit the amended Terms and Conditions to the JSE immediately upon finalising such amendments. Thereafter, the Issuer will release an announcement on SENS, providing a summary of the amendments made, and information regarding where the amended Terms and Conditions will be available for inspection.

20.3. Save as provided in Condition 20.1, no amendment, variation or modification of these Terms and Conditions may be effected unless:

20.3.1. in writing and signed by or on behalf of the Issuer and by or on behalf of the members of the relevant Class of Noteholders holding not less than 66.67% (sixty six point six seven percent) in Nominal Amount, of the Notes in that Series for the time being Outstanding; or

20.3.2. sanctioned by an Extraordinary Resolution of the relevant Class of Noteholders,

provided that no such amendment, variation or modification shall be of any force or effect unless notice of the intention to make such amendment, variation or modification shall have been given to all of the relevant Class of Noteholders in terms of Condition 18 (*Notices*) of the Terms and Conditions.

20.4. The Issuer shall be obliged to first obtain approval from the JSE prior to seeking the approval of the relevant Noteholders as contemplated in Condition 20.3, or otherwise making any other modification of the Terms and Conditions applicable to Notes listed on the JSE.

- 20.5. The Issuer shall effect any modification of the Terms and Conditions, strictly in accordance with the JSE Debt Listings Requirements in force from time to time.
- 20.6. Any such modification shall be binding on the relevant Class of Noteholders and any such modification shall be notified to the relevant Class of Noteholders in accordance with Condition 18 (*Notices*) of the Terms and Conditions as soon as practicable after making such modification.
- 20.7. For the avoidance of doubt:
- 20.7.1. the exercise by the Issuer of its rights under Condition 18 (*The Issuer Agent*) shall not constitute a modification of these Terms and Conditions; and
 - 20.7.2. 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 Terms and Conditions, amend, replace or modify the Terms and Conditions for purposes of such Tranche of Notes. The issuing of any Applicable Pricing Supplement shall not constitute an amendment of these Terms and Conditions requiring the approval of the JSE.

21. **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 amount and date of the first payment of interest thereon, the Issue Price and the Issue Date, so that the further Notes shall be consolidated to form a single Series with the relevant Outstanding Notes.

22. **GOVERNING LAW**

The 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 South Africa in force from time to time.

TERMS AND CONDITIONS OF THE GUARANTEE

Words used in this section headed "Terms and Conditions of the Guarantee" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

1. The undersigned Initial Guarantors, jointly and severally with any Guarantors which may accede to this Guarantee as contemplated in clause 9 hereof, hereby irrevocably and unconditionally guarantee (as primary obligors and not merely as sureties) to the holders of Notes referred to in the Applicable Pricing Supplement (the "**Guaranteed Noteholders**") issued by Lewis Group Limited (registration number 2004/009817/06) (the "**Issuer**") under the ZAR2,000,000,000 Domestic Medium Term Note Programme established by the Issuer ("**Programme**") and specified in the Applicable Pricing Supplement as being subject to this Guarantee ("**Guaranteed Notes**"), the due and punctual payment by the Issuer of all amounts payable by the Issuer to the Guaranteed Noteholders in respect of the Guaranteed Notes in the manner hereinafter provided, namely:
 - 1.1. if and whenever the Issuer does not pay any amount when due under or in connection with the Guaranteed Notes, the Guarantors shall forthwith, upon written demand by a Guaranteed Noteholder, pay to the Issuer Agent, CSD and/or the Participants, as the case may be, for the benefit and on behalf of the Guaranteed Noteholders, in the relevant currency the amount in respect of which such default has been made; provided that the Guarantors shall not be liable to pay any amounts pursuant to this Guarantee to the extent that the Issuer's failure to pay has resulted from and continues to result from the occurrence of the intervention of, or any action by or against, any government or any governmental agency, semi-governmental or judicial entity or authority (including, without limitation, any central bank or any stock exchange or any self-regulatory organisation established under statute) of South Africa which prevents such payment;
 - 1.2. any payment so made shall *pro tanto* cure such default by the Issuer provided that every payment of such monies as aforesaid made by the Guarantors shall be satisfaction *pro tanto* of this Guarantee;
 - 1.3. payment under this Guarantee shall be made by any or each of the Guarantors no later than 5 (five) Business Days after receipt of a written demand;
 - 1.4. all payments by a Guarantor in respect of the Guaranteed Notes shall be made (a) without set-off or counterclaim and (b) free and clear of 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 the country of incorporation of such Guarantor or any political sub-division or authority thereof or therein having power to tax, unless such 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, see “*South African Taxation*” below). In the event of such withholding or deduction being required by law, such Guarantor shall pay such additional amounts as would be necessary in order that the net amounts received by the Guaranteed Noteholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Guaranteed Notes, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable:

- 1.4.1. to or on behalf of a Guaranteed Noteholder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with the country of incorporation of the relevant Guarantor other than the mere holding of such Note or the receipt of principal or interest in respect thereof; or
- 1.4.2. where (in the case of payment of principal and/or interest which is conditional on surrender and/or presentation of the relevant Individual Certificate in accordance with the Terms and Conditions) the relevant Individual Certificate is surrendered and/or presented more than 30 (thirty) days after the Relevant Date, except to the extent that the Guaranteed Noteholder would have been entitled to such additional amounts on presenting or surrendering the Individual Certificate on such 30th (thirtieth) day; or
- 1.4.3. to or on behalf of a Guaranteed Noteholder who could lawfully avoid (but has not so avoided) such withholding or deduction by complying with any statutory requirements 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 Issuer Agent (the effect of which is not to require the disclosure of the identity of the relevant Guaranteed Noteholder); or
- 1.4.4. to or on behalf of a Guaranteed Noteholder who could lawfully reduce (but has not so reduced) such withholding or deduction by complying with any statutory requirements 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 Issuer Agent (the effect of which is not to require the disclosure of the identity of the relevant Guaranteed Noteholder) – to the extent that such Guaranteed Noteholder is eligible to reduce such withholding or deduction but failed to do so; or

- 1.4.5. to or on behalf of a Guaranteed Noteholder in circumstances where such party could lawfully reduce the amount of taxation otherwise levied or leviable upon the principal or interest by virtue of any non-South African tax laws applicable to such Guaranteed 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
- 1.4.6. 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 such Note; or
- 1.4.7. where such 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) or capital gain (as contemplated in paragraph 3 of Schedule 8 to the Income Tax Act) or taxable capital gain (as defined in paragraph 1 of Schedule 8 to the Income Tax Act) of any Guaranteed Noteholder; or
- 1.4.8. if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of tax defaulters; or
- 1.4.9. if such withholding or deduction arises in terms of the US Foreign Account Tax Compliance Act (“**FATCA**”), any regulations or agreements thereunder, official interpretations thereof, any intergovernmental approach thereto, or implementing legislation adopted by another jurisdiction in connection with FATCA; or
- 1.4.10. where such 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, such Directive; or

- 1.4.11. any combination of 1.4.1 to 1.4.10;
- 1.5. without prejudice to the provisions of paragraph 1.4 above, each of the Guarantors shall be liable as if it were the principal debtor and not merely a surety and none of the Guarantors shall be exonerated or discharged from any liability under this Guarantee by time being given to the Issuer or the Guarantors by the Guaranteed Noteholders (or their representatives), by any other indulgence or concession to the Issuer granted by the Guaranteed Noteholders (or their representatives) or by anything which the Guaranteed Noteholders (or their representatives) may omit or neglect to do or by any other dealing or thing which, but for this provision, might operate to exonerate or discharge any of the Guarantors from this Guarantee or by the illegality, invalidity or unenforceability of or any defect in the provisions of any Note or this Guarantee or any of the Issuer's obligations thereunder or hereunder;
- 1.6. this Guarantee is to be a continuing guarantee and accordingly shall remain in operation until all monies owing by the Issuer in respect of the Guaranteed Notes issued by it have been paid or satisfied, and is in addition to and not in substitution for any other rights which the Guaranteed Noteholders may have under or by virtue of the provisions of the Guaranteed Notes, and may be enforced without first having recourse to any such rights and without taking any steps, actions or proceedings against the Issuer. In particular, this Guarantee may be enforced on each and every occasion on which default is made by the Issuer in payment notwithstanding that any call under this Guarantee may have been made previously or that any proceedings may have been commenced against the Guarantors in respect of sums already due under this Guarantee;
- 1.7. the Guaranteed Noteholders may from time to time make any arrangement or compromise with the Guarantors or any of them in relation to this Guarantee which the Guaranteed Noteholders may think fit;
- 1.8. the Guarantors shall not, without the consent of the Guaranteed Noteholders, at any time after default has been made by the Issuer in the payment of any monies payable by the Issuer in respect of the Guaranteed Notes or under or pursuant to this Guarantee and so long as any monies payable by the Guarantors in respect of such defaulted monies remain unpaid, exercise in respect of any amounts paid under this Guarantee any right of subrogation or any other right or remedy which may accrue to the Guarantors in respect of or as a result of such payment;

- 1.9. if any payment received by any Guaranteed Noteholders pursuant to the provisions of the Guaranteed Notes or this Guarantee shall, on the subsequent bankruptcy or insolvency of the Issuer or the Guarantors, be avoided under any laws relating to bankruptcy or insolvency, such payment shall not be considered as having discharged or diminished the liability of the Guarantors, and this Guarantee shall continue to apply as if such payment had at all times remained owing by the Issuer, and the Guarantors shall indemnify the Guaranteed Noteholders in respect thereof;
- 1.10. the Guarantors may effect, without the consent of the Guaranteed Noteholders, any amendment of this Guarantee which is of a formal, minor or technical nature or is made to correct a manifest error, or to comply with mandatory provisions of any relevant laws.
2. The Guarantors hereby confirm that upon acquisition of any Note by any Guaranteed Noteholder, the Guarantors are deemed to have received notice of the acceptance from the Guaranteed Noteholder(s) and/or the Representative(s) of the benefits conferred by, and the provisions of, this Guarantee.
3. The Guarantors acknowledge and agree that each Guaranteed Noteholder shall be entitled to require the Issuer to produce the original of this Guarantee and each accession undertaking on request and further shall be entitled to require the Issuer, which shall be obliged, to provide a copy of this Guarantee and each accession undertaking to that Guaranteed Noteholder on request.
4. The Guarantors hereby renounce, jointly and severally, all benefits arising from the legal exceptions "*non numeratae pecunia*" (no money was paid over), "*non causa debiti*" (lack of actionable debt) "*errore calculi*" (mistake in calculation of amount due) and "*beneficia excussionis et divisionis*" (the benefits of excussion and division), with the meaning, force and effect of which the Guarantors hereby declare themselves to be fully acquainted.
5. So long as any of the Guaranteed Notes remain Outstanding, each Guarantor undertakes that it shall not create or permit the creation of any Encumbrances other than any Permitted Encumbrance over any of their present or future businesses, undertakings, assets or revenues to secure any present or future Indebtedness (save for those that have been accorded a preference by law) without at the same time securing all Guaranteed Notes equally and rateably with such Indebtedness or providing such other security as may be approved by Extraordinary Resolution of the Guaranteed Noteholders, unless the provision of any such security is waived by an Extraordinary Resolution of the Guaranteed Noteholders.
6. Any admission made by the Issuer in respect of the Guaranteed Notes shall be binding on each of the Guarantors.

7. Notwithstanding any part payment by the Guarantors or on the Guarantor's behalf, the Guarantors shall have no right to any cession of action in respect of such part payment and shall not be entitled to take any action against the Issuer or against any other surety for the Issuer in respect thereof unless and until the indebtedness of the Issuer to the Guaranteed Noteholders shall have been discharged in full.
 8. Each notice, demand or other communication under this Guarantee shall be in writing delivered personally or by recognised courier or facsimile and be deemed to have been given:
 - 8.1. in the case of a facsimile, on this first Business Day following the date of transmission; and
 - 8.2. in the case of a letter, when delivered; and
 - 8.3. be sent to the Guarantor at:

Universal House, 53A Victoria Road, Woodstock, 7925

Attention: The Chief Financial Officer (Jacques Bestbier)

Telephone: (021) 460 4661

Email: JacquesB@lewisgroup.co.za

or to such other address in South Africa or facsimile number as is notified from time to time by such Guarantor to the Guaranteed Noteholders in accordance with Condition 18 (*Notices*) of the Terms and Conditions.
- The Guarantor chooses the above address as its *domicilium citandi et executandi* for all purposes under this Guarantee, whether in respect of court process, notices or other documents or communications of whatsoever nature.
9. Additional Guarantors that are required to accede to this Guarantee as more fully contemplated in the Terms and Conditions shall upon signature of a letter substantially in the form of **Appendix A** hereto be deemed to have acceded to this Guarantee on the basis that such additional Guarantor shall be regarded as a Guarantor and shall be bound by all the terms of the Guarantee as if such additional Guarantor were an original party to the Guarantee.
 10. This Guarantee is, and all rights and obligations relating to this Guarantee are, governed by, and shall be construed in accordance with, the laws of South Africa.
 11. Each Guarantor agrees for the benefit of the Guaranteed Noteholders that the High Court of South Africa, Western Cape High Court, Cape Town shall have jurisdiction to hear and

determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Guarantee and for such purposes, irrevocably submits to the non-exclusive jurisdiction of such court.

12. This Guarantee constitutes the whole agreement relating to the subject matter hereof. Other than as provided for in paragraph 1.10 above, no amendment or consensual cancellation of this Guarantee or any provision or term hereof shall be binding unless it has been approved by Extraordinary Resolution of Guaranteed Noteholders and thereafter recorded in a written document signed by each of the Guarantors. Any waiver or relaxation or suspension given or made shall be strictly construed as relating to the matter in respect whereof it was made or given.

SIGNED at _____ on this _____ day of _____ 20[•] .

For: **LEWIS STORES PROPRIETARY LIMITED**
(as **Initial Guarantor**)

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

Name: _____

Capacity: _____

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

Name: _____

Capacity: _____

ANNEXURE A

FORM OF GUARANTEE ACCESSION LETTER

[Date]

To: [Name of Issuer Agent]

Dear Sirs

LEWIS GROUP LIMITED (REGISTRATION NUMBER 2004/009817/06) (THE "ISSUER") UNDER THE ZAR2,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME (THE "PROGRAMME")

We refer to the Guarantee dated 23 October 2013 in respect of the above Programme as amended, novated or substituted from time to time in accordance with its terms (the "**Guarantee**"). Capitalised terms used in this letter shall have the meanings given to them in the Guarantee.

We hereby confirm and undertake, for the benefit of the Guaranteed Noteholders, that by our signature hereunder we have acceded to the Guarantee on the basis that we shall be bound by all the terms and conditions of the Guarantee as if we were an original party to the Guarantee.

This letter is governed by, and shall be construed in accordance with, South African law.

Yours faithfully

[Name of New Guarantor]

Signed: _____

cc: The Arranger and the Dealers

RISK FACTORS

All information pertaining to the risk factors inherent in investing in the Notes will be incorporated by reference and will be available on the website of the Issuer, <http://www.lewisgroup.co.za/investors/bond-programme/> and will be amended from time to time.

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

USE OF PROCEEDS

Words used in this section headed "Use of Proceeds" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.


For purposes of the Commercial Paper Regulations published in Government Notice 2172 in Government Gazette 16167 of 14 December 1994 under section 90 of the Banks Act, 1990 (the "Commercial Paper Regulations") it is recorded that the "Ultimate Borrower", as defined in the Commercial Paper Regulations, of the net proceeds from each Tranche of Notes will be the Issuer, the Guarantors or each Wholly-Owned Subsidiary of the Issuer and/or the Guarantors (if applicable), as permitted by the Commercial Paper Regulations.

The Issuer, the Guarantors and each Wholly-Owned Subsidiary of the Issuer and/or the Guarantors (if applicable) will use the issue proceeds of the Notes for their general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement, as permitted by the Commercial Paper Regulations.

SIGNED at CAPE TOWN on this 21st day of FEBRUARY 2019.

For: **LEWIS GROUP LIMITED**
(as Issuer)

Signature:


who warrants that he / she is duly authorised thereto


Name:

JOHAN ENSLIN

Capacity:

DIRECTOR

Signature:


who warrants that he / she is duly authorised thereto

Name:

JACQUES BESTBIER

Capacity:

DIRECTOR

DESCRIPTION OF THE ISSUER AND THE INITIAL GUARANTOR

All information pertaining, *inter alia*, to the description of the Issuer, its business, legal status, management and corporate governance will be incorporated by reference and will be available on the website of the Issuer, <http://www.lewisgroup.co.za/investors/bond-programme/> and will be amended from time to time.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

Words used in this section headed “Settlement, Clearing and Transfer of Notes” shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

Notes listed on the Interest Rate Market of the JSE and/or held in the CSD

Each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be held in the CSD. A Tranche of unlisted Notes may also be held in the CSD.

Clearing systems

Each Tranche of Notes listed on the Interest Rate Market of the JSE and/or unlisted Notes that are held in the CSD will be issued, cleared and settled in accordance with the rules and operating procedures for the time being of the JSE and the CSD through the electronic settlement system of the CSD. Such Notes will be cleared by Participants who will follow the electronic settlement procedures prescribed by the JSE and the CSD.

The CSD has, as the operator of an electronic clearing system, been appointed by the JSE to match, clear and facilitate the settlement of transactions concluded on the JSE. Subject as aforesaid, each Tranche of Notes which is listed on the Interest Rate Market of the JSE and/or unlisted Notes that are held in the CSD will be issued, cleared and transferred in accordance with the Applicable Procedures and the Terms and Conditions, and will be settled through Participants who will comply with the electronic settlement procedures prescribed by the JSE and the CSD. The Notes may be accepted for clearance through any additional clearing system as may be agreed between the JSE, the Issuer and the Dealer(s).

Participants

The CSD maintains accounts only for Participants. As at the date of the Programme Memorandum, the Participants which are approved by the CSD, in terms of the rules of the CSD, and who act as settlement agents to perform electronic settlement of funds and scrip include (but are not limited to) FirstRand Bank Limited, Nedbank Limited, Citibank N.A., South Africa branch, Standard Chartered Bank, Johannesburg branch, Société Générale, Johannesburg branch, The Standard Bank of South Africa Limited and the South African Reserve Bank. Euroclear, as operator of the Euroclear System, and Clearstream will settle off-shore transfers in the Notes through their Participants.

Settlement and clearing

Participants will be responsible for the settlement of scrip and payment transfers through the CSD, the JSE and the South African Reserve Bank.

While a Tranche of Notes is held in its entirety in the CSD, the CSD's Nominee, a wholly-owned subsidiary of the CSD approved by the Registrar of Securities Services in terms of the Financial Markets Act (and any reference to "**CSD's Nominee**" shall, whenever the context permits, be deemed to include any successor nominee operating in terms of the Financial Markets Act), will be named in the Register as the sole Noteholder of the Notes in that Tranche. All amounts to be paid and all rights to be exercised in respect of Notes held in the CSD will be paid to and may be exercised only by the CSD's Nominee for the holders of Beneficial Interests in such Notes.

In relation to each person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the Nominal Amount of such Notes standing to the account of such person shall be *prima facie* proof of such Beneficial Interest. The CSD's Nominee (as the registered Noteholder of such Notes named in the Register) will be treated by the Issuer, the Issuer Agent and the relevant Participant as the holder of that aggregate Nominal Amount of such Notes for all purposes.

Payments of all amounts in respect of a Tranche of Notes which is listed on the Interest Rate Market of the JSE and held in the CSD will be made to the CSD's Nominee, as the registered Noteholder of such Notes, which in turn will transfer such funds, via the Participants, to the holders of Beneficial Interests. Each of the persons reflected in the records of the CSD or the relevant Participant, as the case may be, as the holders of Beneficial Interests in Notes shall look solely to the CSD or the relevant Participant, as the case may be, for such person's share of each payment so made by (or on behalf of) the Issuer to, or for the order of, the CSD's Nominee, as the registered Noteholder of such Notes.

Payments of all amounts in respect of a Tranche Notes which is listed on the Interest Rate Market of the JSE and held in the CSD will be recorded by the CSD's Nominee, as the registered Noteholder of such Notes, distinguishing between interest and principal, and such record of payments by the CSD's Nominee, as the registered Noteholder of such Notes, shall be *prima facie* proof of such payments.

Transfers and exchanges

Title to Beneficial Interests held by clients of Participants indirectly through such Participants will pass on transfer thereof by electronic book entry in the securities accounts maintained by such Participants for such clients. Title to Beneficial Interests held by Participants directly through the CSD will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD for such Participants. Beneficial Interests may be transferred only in accordance with the Applicable Procedures.

Beneficial Interests may be exchanged for Notes represented by Individual Certificates in accordance with Condition 12.1 (*Exchange of Beneficial Interests*).

Records of payments, trust and voting

Neither the Issuer nor the Issuer Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests, or for maintaining, supervising or reviewing any records relating to Beneficial Interests. None of the Issuer, the or the Issuer Agent will be bound to record 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. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

JSE Debt Guarantee Fund Trust

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE Debt Guarantee Fund Trust. Claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of the Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of JSE Debt Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE.

Notes listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE

Each Tranche of Notes which is listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE 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 JSE) will be specified in the Applicable Pricing Supplement.

SUBSCRIPTION AND SALE

Words used in this section headed “Subscription and Sale” shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

The Dealers have in terms of the programme agreement dated on or about the date of this Programme Memorandum, as may be amended, supplemented or restated from time to time (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 subscription for or 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 Exchange Control Regulations and/or any other Applicable Laws and regulations 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).

United States of America

The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (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.

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 the 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 such purchases, subscription, offers or sales; and

2. it will comply with such other or additional restrictions as the Issuer and such Dealer agree and as are set out in the Applicable Pricing Supplement.

Neither the Issuer nor any of the Dealers represent(s) 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 thereunder or assume(s) any responsibility for facilitating such subscription or sale.

SOUTH AFRICAN TAXATION

Words used in this section headed "South African Taxation" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

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

The contents of this section headed "South African Taxation" 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.

Income Tax

Under current taxation law effective in South Africa, a "resident" (as defined in section 1 of the Income Tax Act) 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 derived income is from a South African source if that amount constitutes "interest" as defined in section 24J of the Income Tax Act 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 (see below).

In terms of section 24J of the Income Tax Act, broadly 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, 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. As mentioned, the interest income deemed to accrue to a non-resident Noteholder in terms of section 24J of the Income Tax Act may qualify for the exemption under section 10(1)(h) of the Income Tax Act (see below).

In terms of section 10(1)(h) of the Income Tax Act, 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 or accrues by or 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, 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, 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. 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 also 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 or under an applicable double taxation treaty, or whether they constitute entities that are exempt from income tax.

Capital Gains Tax

The provisions relating to capital gains tax apply in respect of the disposal of any asset by certain taxpayers. The word "dispose" is defined in the Eighth Schedule to the Income Tax Act to include, *inter alia*, any action by virtue of which an asset is created, transferred, varied or extinguished. 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, the gain should generally be subject to normal tax. Capital gains tax is imposed at lower effective rates in comparison to income tax.

Residents are subject to capital gains tax on all capital gains realised on the disposal of any assets held on a worldwide basis. A non-resident is subject to capital gains tax only in respect of capital gains which are realised from the disposal of (i) "immovable property" (as such term is defined in the Income Tax Act) 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 (as such term is defined in paragraph 2(2) of the Eighth Schedule to the Income Tax Act, being, in essence, equity shares in certain companies, the principal assets of which are "immovable property" located in South Africa), or (ii) assets effectively connected with a permanent establishment of that non-resident in South Africa. A "permanent establishment" is defined (in section 1 of the Income Tax Act) as a permanent establishment as from time to time defined in article 5 of the Model Tax Convention on Income and Capital of the Organisation for Economic Co-operation and Development, with some additions.

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 (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 (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 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 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 ("STT")

The issue, transfer and redemption of the Notes will not attract securities transfer tax ("**STT**") under the Securities Transfer Tax Act, 2007 (as amended from time to time) (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 (as amended from time to time) (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% (fifteen percent) 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, and will apply 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, to the extent that any interest is paid to Noteholders who are South African tax residents, the withholding tax will not apply.

An exemption from the withholding tax on interest applies in respect of any debt listed on a recognised exchange, including any debt listed on the JSE Limited.

Definition of Interest

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 Terms and 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 AFRICAN EXCHANGE CONTROL

All information pertaining to the description of “South African Exchange Control” will be incorporated by reference and will be published on the website of the Issuer <http://www.lewisgroup.co.za/investors/bond-programme/> and will be amended from time to time.

GENERAL INFORMATION

Words used in this section headed "General Information" shall bear the same meanings as used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

Authorisation

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa 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 the Programme Memorandum and the Notes.

Listing

The Programme Memorandum has been registered with the JSE. Notes to be issued under the Programme may be listed on the Interest Rate Market of the JSE or any other Financial Exchange.

Documents Available

For so long as the Programme Memorandum remains registered with the JSE, copies of the following documents will, when published, be available from the registered office of the Issuer as set out at the end of this Programme Memorandum:

1. all amendments and supplements to this Programme Memorandum prepared by the Issuer from time to time;
2. in respect of any issue of Notes under the Programme, the audited annual financial statements (including, where applicable, the audited interim financial statements), together with such statements, reports and the notes attached to or intended to be read with such financial statements thereto, of the Issuer for its three financial years prior to the date of such issue;
3. each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme;
4. all the certificates signed by the Issuer, as contemplated in Condition 6 (*Guarantee*) of the Terms and Conditions
5. each Rating in relation to, the Issuer, the Guarantor, the Programme or any Tranche of Notes from time to time
6. the Guarantee executed by the Guarantors in favour of the Noteholders; and

7. all information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum which is electronically submitted by SENS, or any other similar service, established by the JSE. This Programme Memorandum (and any supplementary documents thereto, including the Applicable Pricing Supplements), will be available on the JSE website, www.jse.co.za, the audited annual financial statements of the Issuer will be available on the Issuer's website <http://www.lewisgroup.co.za/investors/annual-financial-results/>, and this Programme Memorandum (and any supplementary documents thereto, including the Applicable Pricing Supplements) and the Guarantee are also available on the Issuer's website, <http://www.lewisgroup.co.za/investors/bond-programme/>.

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 (and/or interim financial statements) have been published. As at the date of this Programme Memorandum, there has been no involvement by the auditors in making the aforementioned statement.

Litigation

Save as disclosed in this Programme Memorandum, the Issuer nor the Guarantor(s), are or have 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 has had or may have a material effect on the financial position of the Issuer and the Guarantor(s).

The group has the following pending matters:

Referrals by the National Credit Regulator to the National Consumer Tribunal

1. Referral I

In July 2015, the National Credit Regulator ("NCR") referred both Lewis Stores ("Lewis") and Monarch to the National Consumer Tribunal ("NCT") for alleged breaches of the National Credit Act ("NCA") in relation to the sale of loss of employment insurance and disability cover to customers who were pensioners or self-employed persons. Following the notification of the referral, an internal investigation identified approximately 15% (fifteen percent) of cases where loss of employment insurance policies had been invalidly sold to pensioners and self-employed customers as a result of human error at store level. Lewis is currently refunding the premiums and interest totalling approximately R67.7 million (sixty seven comma seven million rand) to the

affected customers. To date, Lewis has reimbursed approximately 93% (ninety three) of amounts due.

In September 2016, the NCT delivered its judgment in the abovementioned matter. The main findings of the NCT were:

1. dismissed the NCR's application against Monarch;
2. found that the offering of loss of employment insurance by Lewis to pensioners or self-employed consumers was unreasonable and therefore constituted prohibited conduct under the NCA;
3. found that the offering of disability insurance by Lewis to pensioners would be unreasonable, unless further enquiry and clarification was obtained and recorded, which makes it clear that such consumers requested such insurance cover;
4. found that the offering of disability insurance by Lewis to self-employed persons was not unreasonable;
5. found that there is no clear basis on which the unreasonableness of the disability and loss of employment insurance has the effect of deceiving consumers;
6. ordered that an independent audit be done of all credit agreements entered into by Lewis since 2007, for purposes of determining whether any pensioners or self-employed consumers were sold loss of employment insurance and whether any pensioners were sold disability insurance for purposes of reimbursement. If so, Lewis is to reimburse such consumers with any premiums and any interest charged on their accounts as a result of such insurance premiums. Consumers who no longer have open accounts with Lewis are to be traced and reimbursed. On completion of the independent audit, the NCT will set the matter down for hearing on the quantum of the administrative penalty to be imposed.

Lewis appealed the judgment in October 2016. As a consequence of the appeal, discussions between Lewis and the NCR took place and the parties reached agreement that they would seek an order by consent from the High Court setting aside and replacing the judgment of the NCT with an order from the High Court. At the request of the parties, the High Court set aside the order by the NCT and substituted the order with the following:

1. Lewis contravened the NCA through the sale of loss of employment insurance to consumers who are retired or self-employed;

2. Save insofar as is permitted by law, Lewis shall not offer or demand that any pensioner or self-employed consumer pay for loss of employment insurance;
3. Lewis shall, within 30 calendar days of the order, pay an amount of R5 000 000. 00 (five million Rand) as a fine;
4. Independent auditors will review PWC's report of factual findings on Lewis' criteria which identified effected customers who are to be refunded. An audit will only be required if the review concludes that there were material irregularities in the methodology adopted by PWC;
5. Lewis will complete the repayment of the premiums paid by the retired and self-employed consumers in respect of Loss of Employment Insurance policies in accordance with the PWC's report or any subsequent audit as referred to in paragraph (4) above and will provide the Regulator with the detail of such repayments, including the names of consumers.
6. Lewis will, in respect of all future credit agreements concluded with pensioners, take reasonable steps to establish that such pensioner has an insurable interest in respect of the cover provided under any policy offered by Lewis.
7. No order as to costs.

This matter is therefore dispensed with.

2. Referral II

In April 2016, the NCR referred Lewis Stores to the NCT for alleged breaches of the NCA relating to club fees and extended maintenance contracts charged to its' customers. Lewis opposed the second referral and filed a comprehensive answering affidavit disputing the NCR's allegations. The matter was heard and on 5 June 2017, the NCT on dismissed the referral by the NCR on both issues. The NCR filed its Notice of Appeal on 27 June 2017.

Following the appeal being heard, the High Court delivered judgment on 30 April 2018 dismissing the NCR's appeal with the cost order being awarded against the NCR.

Following the dismissal, the NCR has petitioned the Supreme Court of Appeal for leave to further appeal the matter. Lewis has opposed the petition and are awaiting the outcome of the Supreme Court of Appeal's decision.

3. **High Court summonses**

In February 2016 Lewis was served with a summons issued in the name of 15 (fifteen) plaintiffs and in April 2016 a second summons was served by 13 (thirteen) plaintiffs, all plaintiffs being existing or previous customers of Lewis. The summonses were issued at the direction of Summit Financial Partners. The total quantum of both claims is R85 082 (eighty five thousand and eighty two rand) plus interest. The plaintiffs' claims are for damages as a consequence of alleged breaches of the NCA in relation to delivery charges and extended maintenance contracts. Lewis disputes liability on the merits and various other grounds, and contested the action on the basis of a procedural flaw.

In response, the plaintiffs brought an application for leave to amend their particulars of claim so as to deal with the averments on the procedural matters. On 4 August 2017, the plaintiffs' application for leave to amend their particulars of claim was dismissed with a costs order being granted in Lewis' favour. As a consequence, the plaintiffs have again sought to amend their particulars of their claim, on 24 August 2017, to which Lewis objected. The next step would be to set the matter down for hearing, but no date has been set.

4. **Referral by Summit Financial Services to the National Consumer Tribunal**

Summit has sought to self-refer the matter below to the NCT, given the refusal to refer the matter to the NCT by the NCR. The National Credit Regulator issued Summit with a Notice of Non-Referral with regard to the complaint lodged by them. The complaint alleged that delivery fees charged by Lewis are in contravention of section 102 of the NCA. The basis of the allegation being that delivery fees are compulsory for first time buyers and Lewis discriminates against consumers by refusing to enter into an agreement with them if they refuse delivery and that the amounts charged for delivery are unreasonable.

Lewis has opposed the application to self-refer. Lewis is presently awaiting final confirmation from the NCT with regard to the date upon which the application will be heard

5. **Financial Services Board Legality Review**

On 27 March 2017, Lewis applied to the Pretoria High Court for an order that the decisions of the FSB, acting through the Directorate of Market Abuse to reject Lewis' complaints about price or market manipulation in relation to its securities and insider trading, be reviewed and set aside.

This matter was settled by agreement between Lewis and the FSB on the basis that the aforementioned decisions of the DMA would be reconsidered. In November 2017 the FSB and DMA again rejected Lewis' market manipulation and insider trading complaints.

The FSB and DMA are still considering the complaint in relation to false and misleading statements uttered by Woollam, Summit and Gardner. This decision has not yet been rendered.

Auditors

PwC have acted as the auditors of the financial statements of the Issuer for the financial year ended 31 March 2018, 2017 and 2016 and, in respect of those years, have issued unqualified audit reports.

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