



TRADEHOLD LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 1970/009054/06)

**Issue of ZAR1,134,790,000 Class B Cumulative Redeemable Preference Shares
Under its ZAR1,250,000,000 Domestic Preference Share Programme**

This document constitutes the Applicable Pricing Supplement relating to the issue of Preference Shares described herein in accordance with the Issuer's Memorandum of Incorporation. Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the "**Terms and Conditions**") set forth under the section headed "*Terms and Conditions*", as updated and amended from time to time. This Applicable Pricing Supplement must be read in conjunction with the Terms and Conditions. To the extent that there is any conflict or inconsistency between the contents of this Pricing Supplement and the Terms and Conditions, the provisions of this Applicable Pricing Supplement shall prevail.

PARTIES

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| 1. Issuer | Tradehold Limited |
| 2. Specified Office | 36 Stellenberg Road, Parow Industria, 7493 |
| 3. If non-syndicated, Dealer(s) | RMB |
| 4. If syndicated, Managers | Not Applicable |
| 5. Joint Debt Sponsor | Mettle Specialised Finance Proprietary Limited Business Address: 1 Melrose Boulevard, Suite 7, Melrose Arch, Johannesburg, 2076 |
| | Nodus Capital Proprietary Limited Business Address: Building 2, Commerce Square Office Park, 39 Rivonia Road, Sandhurst, 2196 |
| 6. Paying Agent | RMB Business Address: 14th Floor, 1 Merchant Place, 1 Fredman Drive, Sandton, 2196 |
| 7. Preference Share Agent | RMB |
| 8. Calculation Agent | RMB Business Address: 14th Floor, 1 Merchant Place, 1 Fredman Drive, Sandton, 2196 |
| 9. Settlement Agent | FirstRand Bank Limited or any of its Affiliates Business Address: Mezzanine Floor, 3 First Place, Bank City, Corner of Jeppe & Simmonds Streets, Johannesburg 2001 |
| 10. Transfer Agent | Computershare Investor Services Proprietary Limited Rosebank Towers, 15 Biermann Avenue Rosebank, 2196 |
| 11. Specified Office of Transfer Agent | |

PROVISIONS RELATING TO THE PREFERENCE SHARES

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| 12. Class of Preference Shares | Class B |
| 13. Status of Preference Shares | Unsecured Listed |
| (a) Tranche Number | 1 |
| 14. Ranking | The Preference Shares, rank as regards to the payment of dividends and a return of capital on the winding-up of the Issuer (i) <i>pari passu</i> among themselves and the Unspecified Shares (as defined in Appendix A: Amended And Additional Terms And Conditions), (ii) in priority to the ordinary shares and "N" Preference Shares (as defined in Appendix A: Amended And Additional Terms And Conditions) of the Issuer, and (iii) below all claims in respect of any indebtedness of the Issuer. |
| 15. Number of Preference Shares | 1,134,790 |
| 16. Dividend/Payment Basis | Floating Rate Preference Shares |
| 17. Form of Preference Shares | Uncertificated Preference Shares |
| 18. Issue Date | 18 December 2017 |
| 19. Business Centre | Johannesburg |
| 20. Additional Business Centre | Not Applicable |
| 21. Issue Price | R1,000 per Preference Share |
| 22. Dividend Commencement Date | 18 December 2017 |
| 23. Final Redemption Date | 18 December 2021 |
| 24. Specified Currency | ZAR |
| 25. Applicable Business Day Convention | Modified Following Business Day |
| 26. Final Redemption Amount | R1,000 per Preference Share |
| 27. Final Redemption Record Date | Friday, 17 December 2021 |
| 28. Last Day to Trade | Three trading days before Record Date |
| 29. Penalty Dividend Rate | Dividend Rate plus 2% |
| 30. Preference Dividends Payable | Discretion of the Board: No |

FIXED RATE PREFERENCE SHARES

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| 31. Payment of Dividend Amount | |
| (a) Dividend Rate(s) | Not Applicable |
| (b) Dividend Payment Date(s) | Not Applicable |
| (c) Fixed Dividend Amount(s) | Not Applicable |
| (d) Day Count Fraction | Not Applicable |
| (e) Any other terms relating to the particular method of calculating dividends | Not Applicable |

FLOATING RATE PREFERENCE SHARES

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| 32. Payment of Dividend Amount | |
| (a) Dividend Rate(s) | The Dividend Rate Percentage of the Reference Rate plus Margin |

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| (b) Dividend Rate Percentage | 72%, and subsequent to adjustment in accordance with the provisions of Condition 10.2 (Adjustment Events), the new Dividend Rate Percentage determined in accordance with Condition 10.2 (Adjustment Events) |
| (c) Dividend Payment Date(s) | Each Scheduled Dividend Date, each Breakage Dividend Date, each Additional Dividend Date, each Refinance Dividend Date and each Final Dividend Date. |
| (d) Scheduled Dividend Date(s) | 15 December, 15 March, 15 June and 15 September of each year, with the first Scheduled Dividend Date being 15 March 2018 |
| (e) Any other terms relating to the particular method of calculating Preference Dividends | As set out in Appendix A: Amended And Additional Terms And Conditions |
| (f) Definition of Business Day (if different from that set out in Condition 1 (<i>Interpretation</i>)) | Not Applicable |
| (g) Day Count Fraction | Actual/365 |
| (h) Other terms relating to the method of calculating Preference Dividends (e.g.: day count fraction, rounding up provision, if different from Condition 7.3 (<i>Dividend on Floating Rate Preference Shares</i>)) | As set out in Appendix A: Amended And Additional Terms And Conditions |
| 33. Manner in which the Dividend Rate is to be determined | Screen Rate Determination |
| 34. Margin | 3% |
| 35. Final Discharge Date | Applicable, as defined in Condition 39.1 of Appendix A: Amended And Additional Terms And Conditions |
| 36. If ISDA Determination | |
| (a) Floating Rate | Not Applicable |
| (b) Floating Rate Option | Not Applicable |
| (c) Designated Maturity | Not Applicable |
| (d) Reset Date(s) | Not Applicable |
| (e) ISDA Definitions to apply | Not Applicable |
| 37. If Screen Rate Determination | |
| (a) Reference Rate (including relevant period by reference to which the Dividend Rate is to be calculated) | ZAR-JIBAR-SAFEX with a designated maturity of 3 months. |
| (b) Dividend Rate Determination Date(s) | The first Business Day of each Dividend Period |
| (c) Relevant Screen Page and Reference Code | Reuters Screen SAFEX Page alongside the caption "YLD" |
| (d) Relevant Time | 12h00, Johannesburg time |
| 38. If Dividend Rate to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for determining Dividend Rate/Margin/Fallback provisions | Not Applicable |
| 39. If different from Calculation Agent, agent responsible for calculating amount of principal and dividend | Not Applicable |

MIXED RATE PREFERENCE SHARES

40. Period(s) during which the dividend rate for the Mixed Rate

Preference Shares will be (as applicable) that for:

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| (a) Fixed Rate Preference Shares | Not Applicable |
| (b) Floating Rate Preference Shares | Not Applicable |
| (c) Other Preference Shares | Not Applicable |

41. The Dividend Rate and other pertinent details are set out under the headings relating to the applicable forms of Preference Shares

OTHER PREFERENCE SHARES

42. Relevant description and any additional Preference Share Terms relating to such Preference Shares
- Not Applicable

PROVISIONS REGARDING REDEMPTION/MATURITY

43. Redemption at the option of the Issuer: if yes:
- Yes
- (a) Optional Redemption Date(s)
- The Early Redemption Date specified by the Issuer on not more than 10 (ten) Business Days' notice to the Preference Shareholders.
- (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount
- At the Final Redemption Amount thereof.
- (c) Minimum period of notice (if different from Condition 12.2 (*Early Redemption at the option of the Issuer*))
- Not Applicable
- (d) If redeemable in part:
- Yes.
44. Other terms applicable on Redemption
- Redemption at the option of the Issuer**

If the Issuer proposes to redeem any Unredeemed Preference Shares from the proceeds of a Refinancing, the Issuer shall be obliged to redeem all (and not less than all) of the Unredeemed Preference Shares.

Scheduled Redemption

The Issuer shall be obliged, to apply all amounts standing to the credit of the Reserve Account (as defined in Appendix A: Amended And Additional Terms And Conditions) on the 3rd (third) Business Day after the expiry of the Restricted Period, taking into account any STT, towards the redemption of such number of Unredeemed Preference Shares as can be redeemed at that time using such amounts.

The Issuer shall, by each Scheduled Redemption Date (as defined in Appendix A: Amended And Additional Terms And Conditions), be obliged to redeem (to the extent that same have not already been redeemed) such number of Preference Shares (if any) as may be required to ensure that the aggregate number of Preference Shares that have been redeemed by the Issuer is at least equal to the Scheduled Preference Shares (as defined in Appendix A: Amended And Additional Terms And Conditions) set out opposite such Scheduled Redemption Date (as defined in Appendix A: Amended And Additional Terms And Conditions).

If any Preference Shares are redeemed in accordance with these Conditions prior to the Scheduled Redemption Dates set out in the defined term "Scheduled Redemption Date", the number of Preference Shares to be redeemed on each subsequent Scheduled Redemption Date will be reduced pro rata.

GENERAL

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| 45. Programme Date | 12 December 2017 |
| 46. Material Changes | As at the date of this Applicable Pricing Supplement, and after due and careful inquiry, 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 unaudited interim financial statements, dated 31 August 2017. As at the date of this Applicable Pricing Supplement, there has been no involvement by PWC Inc., the auditors of the Issuer, in making the aforementioned statement. |
| 47. Aggregate Issue Price of Preference Shares as at the Issue Date | ZAR1,134,790,000 The Programme Amount has not been exceeded. |
| 48. Financial Exchange | JSE |
| 49. ISIN No. | ZAE000253050 |
| 50. Instrument Code | TDHBP |
| 51. Additional selling restrictions | Not Applicable |
| (a) Financial Exchange | JSE |
| (b) Relevant sub-market of the Financial Exchange | Main Board |
| 52. Provisions relating to stabilisation | Not Applicable |
| 53. Method of distribution | Private Placement |
| 54. Stabilising Manager (if applicable) | Not Applicable |
| 55. Governing law (if the laws of South Africa are not applicable) | Not Applicable |
| 56. Other Banking Jurisdiction | Not Applicable |
| 57. Use of proceeds | As set out in Condition 27 in Appendix A: Amended And Additional Terms And Conditions |
| 58. Surrendering of Individual Certificates | If applicable, 10 days after the date on which the Individual Certificate in respect of the Preference Share to be redeemed has been surrendered to the Issuer. |
| 59. Reference Banks | ABSA Bank Limited, FirstRand Bank Limited, Nedbank Limited and The Standard Bank of South Africa or such other banks or banks as may be agreed in writing between the Issuer and the Calculation Agent |
| 60. Breakage Costs | Applicable, as defined in Condition 39.1 of Appendix A: Amended And Additional Terms And Conditions |

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| 61. Breakage Gains | Applicable, as defined in Condition 39.1 of Appendix A: Amended And Additional Terms And Conditions |
| 62. Finance Document | Applicable, as defined in Condition 39.1 of Appendix A: Amended And Additional Terms And Conditions |
| 63. Group | Applicable, as defined in Condition 39.1 of Appendix A: Amended And Additional Terms And Conditions |
| 64. Outstanding Preference Share Obligations | Applicable, as defined in Condition 39.1 of Appendix A: Amended And Additional Terms And Conditions |
| 65. Trigger Events | Applicable, as set out in Condition 15, as amended pursuant to Appendix A: Amended And Additional Terms And Conditions |
| 66. Other provisions | As set out in Appendix A: Amended And Additional Terms And Conditions |

Responsibility:

The Issuer accepts full responsibility for the accuracy of the information contained in this Applicable Pricing Supplement and any amendments or supplements to the aforementioned document, except as otherwise stated therein. 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 this Applicable Pricing Supplement contains all information required by Applicable Laws and the JSE Debt Listings Requirements.

The JSE takes no responsibility for the contents of this Applicable Pricing Supplements any amendments or supplements thereto. The JSE makes no representation as to the accuracy or completeness of any of the foregoing documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of this Applicable Pricing Supplement. 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 the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever. Application is hereby made to list this issue of Preference Shares on 18 December 2017.

SIGNED at 2UG on this 14th day of DECEMBER 2017

For and on behalf of
TRADEHOLD LIMITED


Name: K.L. NORDIER
Capacity: DIRECTOR
Who warrants his/her authority hereto


Name: J. A. HARROP
Capacity: DIRECTOR
Who warrants his/her authority hereto

APPENDIX “A” AMENDED AND ADDITIONAL TERMS AND CONDITIONS

The following are amended and additional Terms and Conditions (the “Amended and Additional Terms and Conditions”) of this Tranche of Preference Shares which will be incorporated by reference into each Preference Share of this Tranche.

In addition to the below, all references to notice to the Preference Share Agent and rights and/or discretions to be exercised by the Preference Share Agent shall, for the purposes of this Tranche of Preference Shares, be deemed to be references to notice to the Preference Shareholders and rights and/or discretions to be exercised by the Preference Share Agent acting in accordance with the instructions of the relevant majority of Preference Shareholders or such other persons as prescribed in relation to any particular matter.

(A) AMENDED TERMS AND CONDITIONS

1. REDEMPTION AND PURCHASE

Condition 12 (Redemption and Purchase) is amended by:

- 1.1 including the following additional Condition 12.1A before Condition 12.1 (Final Redemption Date) as follows:

12.1A Scheduled Redemption

- 12.1A.1 The Issuer shall be obliged, to apply all amounts standing to the credit of the Reserve Account on the 3rd (third) Business Day after the expiry of the Restricted Period, taking into account any STT, towards the redemption of such number of Unredeemed Preference Shares as can be redeemed at that time using such amounts.
- 12.1A.2 The Issuer shall, by each Scheduled Redemption Date, be obliged to redeem (to the extent that same have not already been redeemed) such number of Preference Shares (if any) as may be required to ensure that the aggregate number of Preference Shares that have been redeemed by the Issuer is at least equal to the Scheduled Preference Shares set out opposite such Scheduled Redemption Date.
- 12.1A.3 If any Preference Shares are redeemed in accordance with these Conditions prior to the Scheduled Redemption Dates set out in the defined term "*Scheduled Redemption Date*", the number of Preference Shares to be redeemed on each subsequent Scheduled Redemption Date will be reduced *pro rata*.

2. TRIGGER EVENTS

Condition 15 (Trigger Events) is amended by including the following additional Trigger Events as Conditions 15.1.7 to 15.1.24

15.1.7 Solvency and Liquidity Test

On or before each Dividend Payment Date in respect of the payment of any Preference Dividend by the Issuer and/or each Applicable Redemption Date in respect of the payment of any Final Redemption Amount by the Issuer:

- 15.1.7.1 the Board fails to apply the Solvency and Liquidity Test to determine whether after payment of the relevant Distribution the Issuer will satisfy the Solvency and Liquidity Test for any reason whatsoever; or

- 15.1.7.2 the Board applies the Solvency and Liquidity Test in respect of the applicable Distribution and is satisfied that after payment of such Distribution the Issuer will satisfy the Solvency and Liquidity Test but the Board fails to pass a resolution acknowledging that the Board has applied the Solvency and Liquidity Test and has reasonably concluded that the Issuer will satisfy the Solvency and Liquidity Test immediately after paying the relevant Distribution for any reason whatsoever.

15.1.8 Non-Reserving, Non-Redemption and Non-Payment

- 15.1.8.1 The failure by the Issuer for any reason whatsoever to pay any Scheduled Reserve Amount on the relevant Scheduled Reserve.
- 15.1.8.2 The failure by the Issuer to redeem any Scheduled Preference Share on their Scheduled Reserve Date.
- 15.1.8.3 The failure by the Issuer to pay any amount due under the Preference Shares on its due date for payment.

15.1.9 Financial Covenants

Any requirement of Condition 32 (Financial Covenant) is not satisfied and is not restored in the manner contemplated in Condition 32.3 (Equity Cure) within 4 (four) Business Days of receipt of written notice from the Preference Share Agent calling upon the Issuer to remedy same.

15.1.10 Misrepresentation

Any representation or statement made or deemed to be made by the Issuer in the Finance Documents or any other document delivered by or on behalf of the Issuer under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made and such event is not remedied within 4 (four) Business Days of the Preference Share Agent giving written notice to the Issuer.

15.1.11 Cross Default

- 15.1.11.1 Any Indebtedness of a Material Company is not paid when due nor within any originally applicable grace period.
- 15.1.11.2 Any Indebtedness of a Material Company is declared to be or otherwise becomes due and payable prior to its specified maturity in each case as a result of an event of default (however described).
- 15.1.11.3 Any commitment for any Indebtedness of a Material Company is cancelled or suspended by a creditor of a Material Company as a result of an event of default (however described).
- 15.1.11.4 Any creditor of a Material Company becomes entitled to declare any Indebtedness of a Material Company due and payable prior to its specified maturity as a result of an event of default (however described).
- 15.1.11.5 No Trigger Event under Conditions 15.1.11.1 to 15.1.11.4 will occur if the aggregate amount of Indebtedness or commitment for Indebtedness falling within Conditions 15.1.11.1 to 15.1.11.4 in respect of Tradegro is less than £25,000 (twenty five thousand Pounds Sterling).

15.1.12 Insolvency

- 15.1.12.1 A Material Company:
- 15.1.12.1.1 is unable or admits inability to pay its debts as they fall due;
 - 15.1.12.1.2 is deemed or is declared for the purposes of any applicable law to be unable to pay its debts as they fall due;
 - 15.1.12.1.3 suspends or threatens to suspend making payments on any of its debts; or
 - 15.1.12.1.4 by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- 15.1.12.2 The value of the assets of any Material Company is less than its liabilities (taking into account contingent and prospective liabilities).
- 15.1.12.3 A moratorium is declared in respect of any indebtedness of any Material Company.

15.1.13 Insolvency Events

An Insolvency Event occurs in relation to a Material Company.

15.1.14 Creditors' Process

- 15.1.14.1 Subject to Condition 15.1.14.2, any expropriation, attachment, sequestration, distress or execution affects any asset or assets of a Material Company.
- 15.1.14.2 No Trigger Event under Condition 15.1.14.1 will occur, if the expropriation, attachment, sequestration, distress or execution is in respect of an asset or assets of a Material Company (other than the Issuer) is discharged within 30 (thirty) days.

15.1.15 Unlawfulness

- 15.1.15.1 It is or becomes unlawful for the Issuer to perform any of its obligations under the Finance Documents.
- 15.1.15.2 An obligation or obligations of the Issuer under any Finance Document to which it is a party are not or cease to be legal, valid, binding or enforceable.
- 15.1.15.3 Any Finance Document ceases to be in full force and effect or alleged to be ineffective by a party to it (other than a Preference Shareholder).

15.1.16 Cessation of Business

A Material Company suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

15.1.17 Expropriation

The authority or ability of any Material Company to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Material Company or any of its assets.

15.1.18 Repudiation

- 15.1.18.1 The Issuer repudiates or purports to rescind or repudiate a Finance Document or evidences an intention to repudiate a Finance Document.
- 15.1.18.2 Any party to a Transaction Agreement (other than a Preference Shareholder) repudiates or purports to rescind or repudiate a Transaction Agreement or evidences an intention to repudiate a Finance Agreement.

15.1.19 Material Adverse Change

Any Material Adverse Change occurs.

15.1.20 Compulsory purchase

Any part of any Property is compulsorily purchased or the applicable local authority makes an order for the compulsory purchase of all or any part of any Property and in the opinion of the Preference Share Agent, taking into account the amount and timing of any compensation payable, the compulsory purchase has or will have a Material Adverse Change.

15.1.21 Major damage

Any part of any Property is destroyed or damaged and in the opinion of the Preference Share Agent, taking into account the amount and timing of receipt of the proceeds of insurance effected in accordance with these Terms and Conditions, the destruction or damage has or will have a Material Adverse Change.

15.1.22 Listings Committee Suspension of Trading

- 15.1.22.1 The listings committee of the JSE or any other applicable regulatory authority publishes any notice of its intention to suspend or discontinue the listing of the shares in the Issuer.
- 15.1.22.2 Trading in the shares in the Issuer is suspended for any reason (other than a general suspension of trading on the JSE) for a period of 2 (two) Business Days.

15.1.23 Environmental Matters

- 15.1.23.1 Any person in which any member of the Group holds any shares fails to:
 - 15.1.23.1.1 comply with all Environmental Law;
 - 15.1.23.1.2 obtain, maintain and ensure compliance with all requisite Environmental Permits; and
 - 15.1.23.1.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law,where failure to do so has a Material Adverse Change or result in a financial liability for a Preference Shareholder or the Issuer.
- 15.1.23.2 Any Environmental Claim is commenced against person in which any member of the Group holds any shares where that claim has or is reasonably likely, if determined against that person, to result in a Material Adverse Change or is reasonably likely to result in any liability for a Preference Shareholder or the Issuer.

15.1.24 Transaction Agreements

The following agreements are not executed and delivered as scanned copies to the Preference Share Agent or to third parties agreed by the Preference Share Agent within one Business Day of the Issue Date:

- 15.1.24.1 each Transaction Agreement;
- 15.1.24.2 each Release Document;
- 15.1.24.3 a legal opinion of Walker Morris LLP, substantially in the form distributed to, and agreed by, the Preference Share Agent in connection with the Transaction Agreements;
- 15.1.24.4 a legal opinion of MPartners, substantially in the form distributed to, and agreed by, the Preference Share Agent in connection with the Transaction Agreements.
- 15.1.24.5 a legal opinion of Morton Fraser, substantially in the form distributed to, and agreed by, the Preference Share Agent in connection with the Transaction Agreements;
- 15.1.24.6 a conveyancer's certificate confirming that the title deeds of the Properties contain no onerous servitudes, endorsements or conditions of title.

3. SPECIAL PROTECTED MATTERS

Condition 22 is amended by including the following additional Conditions 22.18 (Special Protected Matters):

22.18 Special Protected Matters

22.18.1 A resolution of the Preference Share Agent (acting on behalf of the Preference Shareholders), as a separate class of shareholders shall be required to be passed in respect of the following matters:

- 22.18.1.1 for so long as any Trigger Event or Potential Trigger Event has occurred and is continuing;
- 22.18.1.2 if any Preference Dividend (or any part thereof) is not paid on its Dividend Payment Date and remains in arrears;
- 22.18.1.3 if any Final Redemption Amount (or any part thereof) is not paid on its Applicable Redemption Date and remains in arrears; or
- 22.18.1.4 if a resolution of the Issuer is proposed which affects these Terms and Conditions, the rights to receive the Preference Dividends, the rights to receive the Final Redemption Amounts or the interests of the Preference Shareholders, including any resolution for the amendment of these Terms and Conditions.

22.18.2 A resolution of the Preference Share Agent (acting on behalf of the Preference Shareholders), as a separate class of shareholders) shall be required to be passed, in addition to the resolution required to be passed by ordinary shareholders, in respect of the following matters:

- 22.18.2.1 increasing, altering, subdividing, repurchasing, reduction, return or repayment of any share capital, share premium, stated capital, non-distributable reserve account or reserves of the issued and/or authorised share capital of the Issuer, including the issue and allotment of shares, share options, warrants and debentures (and other similar instruments), other than the issue of ordinary shares, issues for purposes of

an acquisition issue, vendor consideration placing or employee share incentive scheme, in each case, in accordance with the provisions of the JSE Listings Requirements;

- 22.18.2.2 sale or disposal of any asset of the Issuer directly or indirectly;
- 22.18.2.3 amending, varying or cancelling any of the rights attaching to the ordinary shares held by the Issuer;
- 22.18.2.4 amending the Issuer MOI, other than for purposes of compliance with the JSE Listings Requirements, the Companies Act or any Applicable Law;
- 22.18.2.5 approving a scheme of arrangement, liquidation, winding up or application for business rescue of the Issuer;
- 22.18.2.6 incurring any debt, or guaranteeing other indebtedness in the Issuer, other than any Indebtedness or guarantees contemplated in these Terms and Conditions;
- 22.18.2.7 changing the nature of the business of the Issuer;
- 22.18.2.8 undertaking any act that requires a special resolution to be passed under the Companies Act; or
- 22.18.2.9 any other matter which affects the rights of the Preference Shareholders under these Terms and Conditions, the right of the Preference Shareholder to receive any Preference Dividends or any Applicable Redemption Amount or that affects the interest of the Preference Shareholder.

22.18.4 At every meeting of the Preference Shareholders as a separate class of shareholders of the Issuer, the provisions of the Issuer MOI relating to shareholders meeting shall apply *mutatis mutandis*.

22.18.5 At every shareholders meeting at which the Preference Shareholders are entitled to exercise voting rights the provisions of the Issuer MOI relating to shareholders meetings shall apply *mutatis mutandis*, except that there shall be no quorum unless the Preference Share Agent (representing one or more Preference Shareholders by proxy) is present, provided that if at any adjournment of such meeting a quorum is not so present, the provisions of the Issuer MOI relating to adjourned general meetings shall, *mutatis mutandis*, apply.

22.18.6 At all times while the Preference Shareholders are entitled to exercise voting rights at any shareholders meeting of the Issuer in accordance with this Condition 22, the Preference Share Agent shall be entitled (on behalf of the Preference Shareholders) to convene a meeting of the shareholders of the Issuer in accordance with section 61 of the Companies Act.

(B) ADDITIONAL TERMS AND CONDITIONS OF THE PREFERENCE SHARES

The Terms and Conditions set out in the Programme Memorandum are amended and supplemented by the insertion of the following additional Conditions 27 (Purpose) to 39 (Interpretation) (both inclusive).

27. PURPOSE

The proceeds from the issue of the Preference Shares will be used to:

- 27.1 redeem all of the “A” Preference Shares and repay all amounts owing in connection with the “A” Preference Shares;
- 27.2 pay all amounts outstanding under the Bridge Loan;
- 27.3 pay all amounts outstanding under the Existing Market Place Facility;
- 27.4 fund any other requirements of any Material Company as required.

28. **OTHER INDEMNITIES**

28.1 The Issuer hereby unconditionally and irrevocably agrees to indemnify and hold harmless each Preference Shareholder against any properly evidenced cost, loss or liability incurred by that Preference Shareholder as a result of:

- 28.1.1 the occurrence of any Potential Trigger Event or Trigger Event;
- 28.1.2 a failure by the Issuer to pay any amount due under a Finance Document on its due date;
- 28.1.3 the breach of any representation, warranty or undertaking in the Finance Documents;
- 28.1.4 funding, or making arrangements to fund, its participation in the Preference Shares but not made by reason of the operation of any one or more of the provisions of the Subscription Agreement and/or these Terms and Conditions (other than by reason of default or negligence by that Preference Shareholder alone);
- 28.1.5 any payment which such Preference Shareholder receives from the Issuer in respect of the Preference Shares being set aside or being required to be refunded or reduced under any Applicable Law or proving to have been for any reason invalid;
- 28.1.6 any Tax becoming payable by the Preference Shareholder as a result of the subscription for, the holding of and/or the funding of the Preference Shares;
- 28.1.7 the Preference Shares (or any of them) not being validly created and/or issued to the Preference Shareholder and/or, for any reason whatsoever, any Preference Shareholder not (in respect of any Preference Share held by it) being entitled to all or any rights and/or privileges set out in these Terms and Conditions, including, for the avoidance of doubt, any decrease in the Return as a result of the Preference Shares (or any of them) not being validly created and/or issued to the Subscriber on the terms and conditions set out in the Subscription Agreement,

save for any cost, loss or liability caused solely by (i) the relevant Preference Shareholder’s own wilful misconduct or gross negligence or (ii) any indirect, special or consequential damage or loss (including loss of profit) suffered by a Preference Shareholder.

- 28.2 Subject to the provisions of Condition 28.5, each indemnity in this Condition 28 shall constitute a separate and independent obligation from the other obligations contained in these Terms and Conditions, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted from time to time and shall continue in full force and effect notwithstanding any judgement or order or any redemption of the Preference Shares or any of them.
- 28.3 Any amount due to a Preference Shareholder under this Condition 28 shall be certified by that Preference Shareholder, which certificate shall in the absence of manifest error constitute *prima facie* proof of the amount due to such Preference Shareholder.

- 28.4 The Issuer shall pay each Preference Shareholder all amounts contemplated by this Condition 28 forthwith upon demand and without deduction or set off and without right of deferment or avoidance by virtue of any counterclaim.
- 28.5 No claims for the losses under this Condition 28 shall result in any duplication of any payment made to any Preference Shareholder in respect of substantially the same cause of action.
- 28.6 The provisions of this Condition 28 shall survive the redemption or transfer of these Preference Shares and shall expire and cease to be of any force and effect upon the Final Discharge Date.

29. **MANDATORY RESERVING**

- 29.1 The Issuer shall on each Scheduled Reserve Date pay the Schedule Reserve Amount in respect of that Scheduled Reserve Date into the Reserve Account.
- 29.2 If the Preference Share Agent delivers a written notice to the Issuer informing the Issuer of the occurrence of an Exit Event, the Issuer shall ensure that by no later than:
- 29.2.1 5 (five) Business Days after receipt of such written notice from the Preference Share Agent, the Issuer pays an amount equal to the Outstanding Preference Shares Obligations into the Reserve Account; and
- 29.2.2 the last Business Day of each Month (the “**Top-up Date**”) occurring after an Exit Event, the Issuer pays such additional amounts into the Reserve Account so as to ensure that as at the Top-up Date, the amounts standing to the credit of the Reserve Account are at least equal to the Outstanding Preference Shares Obligations as at such Top-up Date.

30. **REPRESENTATIONS AND WARRANTIES**

The Issuer makes the representations and warranties set out in this Condition 30 to each Preference Shareholder.

30.1 **Status**

- 30.1.1 It and each Material Company is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- 30.1.2 It and each Material Company has the power to own its assets and carry on its business as it is being conducted.

30.2 **Binding Obligations**

The obligations expressed to be assumed by it in each Finance Document are, legal, valid, binding and enforceable obligations.

30.3 **Non-conflict With Other Obligations**

The entry into and performance by the Issuer of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- 30.3.1 any law or regulation applicable to it;
- 30.3.2 its Constitutional Documents; or
- 30.3.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

30.4 **Power and Authority**

30.4.1 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

30.4.2 No limit on its powers will be exceeded as a result of the borrowing or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party.

30.5 **Validity and admissibility in evidence**

30.5.1 All Authorisations required or desirable:

30.5.1.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party and to ensure that the obligations expressed to be assumed by it in the Finance Documents to which it is a party are legal, valid and binding and enforceable; and

30.5.1.2 to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

30.5.2 All Authorisations necessary and material for the conduct of the business, trade and ordinary activities of each Material Company have been obtained or effected and are in full force and effect.

30.6 **Governing Law and enforcement**

30.6.1 The choice of South African law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.

30.6.2 Any judgment obtained in South Africa in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

30.7 **Deduction of Tax**

Save for Dividends Tax, it is not required to make any deduction for or on account of Tax from any payment it may make under any Finance Documents to any Preference Shareholder.

30.8 **No filing or stamp taxes**

Other than in the event that the transactions contemplated in the Finance Documents are reportable in accordance with the provisions of the Income Tax Act, the filing of these Terms and Conditions with CIPC or as otherwise required by the JSE Listings Requirements, it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

30.9 **Breach**

30.9.1 No Trigger Event has occurred and no Potential Trigger Event is continuing or might reasonably be expected to result from the entry into of, or the performance of any transaction contemplated by, the Finance Documents.

30.9.2 No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of the foregoing,

would constitute) a default under any other agreement or instrument which is binding on it or to which its assets are subject which might result in a Material Adverse Change.

30.10 **No Misleading Information**

Save as disclosed in writing to the Preference Share Agent prior to the Issue Date all material information provided to a Preference Shareholder by or on behalf of the Issuer in connection with the Finance Documents and/or a Material Company and the transactions contemplated thereby is true, complete and accurate in all material respects as at the date it was given and is not misleading in any respect (whether because of information actually provided or which should have been provided).

30.11 **Financial Statements**

30.11.1 The Original Financial Statements were prepared in accordance with the Accounting Principles consistently applied.

30.11.2 The Original Financial Statements give a true and fair view of its financial condition as at the end of the relevant year and results of operations during the relevant financial year.

30.11.3 There has been no material adverse change in its assets, business or financial condition since the date of the Original Financial Statements.

30.11.4 The most recent financial statements delivered pursuant to Condition 31.1 (Financial Statements):

30.11.4.1 have been prepared in accordance with the Accounting Principles as applied to the Original Financial Statements; and

30.11.4.2 give a true and fair view of (if audited) or fairly present (if unaudited) it's consolidated financial condition as at the end of, and consolidated results of operations for, the period to which they relate.

30.12 **No Proceedings Pending or Threatened**

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which are reasonably likely to be adversely determined and which, if adversely determined, might reasonably be expected to result in a Material Adverse Change has been started or (to the best of its knowledge and belief, having made due and careful enquiry) threatened against it or any other Material Company.

30.13 **Anti-corruption law**

30.13.1 It is not (and no other member of the Group is):

30.13.1.1 using nor will use the proceeds of any Preference Share for the purpose of financing or making funds available directly or indirectly to any person or entity which is currently a Sanctioned Entity or as part of a Sanctioned Transaction, to the extent such financing or provision of funds would currently be prohibited by Sanctions or would otherwise cause any person to be in breach of Sanctions;

30.13.1.2 contributing nor will contribute or otherwise make available the proceeds of any Preference Share to any other person or entity for the purpose of financing the activities of any person or entity which is currently listed on a Sanctions List, to the extent such contribution or provision of proceeds would currently be prohibited by Sanctions or would otherwise cause any person to be in breach of Sanctions; and

30.13.2 To the best of its knowledge and belief , neither it nor any other member of the Group:

30.13.2.1 has been nor is targeted under any Sanctions; or

30.13.2.2 has violated nor is violating any applicable Sanctions.

30.14 **Security and Indebtedness**

30.14.1 No Security or Quasi-Security (as defined in Condition 35.6 (Access to Books and Records)) exists over all or any of the present and future assets of the Issuer.

30.14.2 Other than any Indebtedness contemplated in Condition 33.9.3, no Material Company has any Indebtedness outstanding other than Indebtedness contemplated in the Finance Documents or which has been disclosed to the Preference Share Agent in writing prior to the Issue Date.

30.15 **Good title to assets**

It and each other Material Company has a good, valid and marketable title to, or valid leases or licences of, and all appropriate Authorisations to use, the assets necessary and material to carry on its business as presently conducted.

30.16 **Insolvency**

30.16.1 No:

30.16.1.1 corporate action, legal proceeding or other procedure or step described in Condition 15.1.12; or

30.16.1.2 creditors' process described in Condition 15.1.14,

has been taken or, to the knowledge of the Issuer (after due and careful enquiry), threatened in relation to any Material Company and none of the circumstances described in Condition 15.1.13 applies to a Material Company.

30.16.2 To the best of its knowledge no Material Company is financially distressed (as defined in the Companies Act) and there is no reasonable likelihood of any Material Company becoming financially distressed (as defined in Companies Act) within the next 6 (six) Months.

30.17 **No breach of laws**

No Material Company has breached any law or regulation necessary and material to the conduct of its business.

30.18 **Taxation**

30.18.1 Each Material Company has duly and punctually paid and discharged all Taxes imposed upon it or its assets within a time period allowed without incurring penalties except to that extent that:

30.18.1.1 payment is being contested in good faith;

30.18.1.2 it has maintained adequate provisions for those taxes; and

30.18.1.3 payment can be lawfully withheld.

30.18.2 No claims have been made, and to the best of its knowledge and belief (having made due and careful enquiries) no claims are reasonably likely to be made, and no investigations are being, or are

reasonably likely to be, conducted against any Material Company with respect to Taxes, other than where any such claim arises as a result of the exceptions set out in Condition 30.18.1.1 to 30.18.1.3.

30.19 **Environmental laws**

30.19.1 To the best of its knowledge and belief (after having made due and careful enquiry) each member of the Group is in compliance with Condition 33.3 (Environmental compliance).

30.19.2 No circumstances have occurred which would prevent compliance with Condition 33.3 (Environmental compliance) in a manner or to an extent which has or is reasonably likely to result in a Material Adverse Change or result in a financial liability for a Preference Shareholder or the Issuer.

30.19.3 All Environmental Permits required for any member of the Group to carry on their respective businesses in the ordinary course have been obtained or effected and are in full force and effect where failure to do so has or is reasonably like to result in a Material Adverse Change or in any liability for a Preference Shareholder or the Issuer.

30.19.4 No Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against it where that claim has or is reasonably likely, if determined against any member of the Group, to result in a Material Adverse Change or is reasonably likely to result in any liability for a Preference Shareholder or the Issuer.

30.19.5 The cost to each member of the Group of compliance with Environmental Laws (including Environmental Permits) is (to the best of its knowledge and belief, having made due and careful enquiry) adequately provided for.

30.20 **Preference Shares**

30.20.1 The Issuer does not have any class of shares which rank in priority to the Preference Shares in any respect.

30.20.2 Other than the Unspecified Shares, which rank *pari passu* amongst themselves and with the Preference Shares, the Issuer does not have any class of shares which rank *pari passu* to the Preference Shares in any respect.

30.20.3 The Issuer shall ensure that, prior to any Distribution, the Board complies with section 46 of the Companies Act in relation to such Distribution.

30.20.4 The Preference Shares shall not constitute "hybrid equity instruments" or "third party backed shares" as those terms are defined in section 8E and section 8EA of the Income Tax Act, respectively (other than where solely by reason of the Preference Shareholder, without the consent of the Issuer, has as a separate and distinct transaction entered into any agreement with a third party, and which results in such Preference Shares becoming "*third party backed shares*" as envisaged in section 8EA (2) of the Income Tax Act).

30.21 **Repetition**

30.21.1 The Repeating Representations are deemed to be made on each Repetition Date by the Issuer by reference to the facts and circumstances then existing on that Repetition Date.

30.21.2 For the purposes of Condition 30.21.1:

30.21.2.1 "**Repeating Representations**" means the representations and warranties contained in this Condition 30 other than Conditions 30.7 (Deduction of Tax), 30.12 (No Proceedings Pending or Threatened) and 30.16 (Insolvency);

30.21.2.2 “**Repetition Date**” means each date from the first Issue Date until the Discharge Date.

30.21.3 The Post-Redemption Representations are deemed to be made by the Company on each Post-Redemption Warranty Date.

30.21.4 For the purposes of Condition 30.21.3:

30.21.4.1 “**Post-Redemption Representations**” means the Representations contemplated in Conditions 30.1 (Status), 30.2 (Binding Obligations), 30.3 (Non-conflict With Other Obligations), 30.4 (Power and Authority), 30.5 (Validity and admissibility in evidence), 30.9 (Breach), 30.12 (No Proceedings Pending or Threatened), 30.16 (Insolvency), 30.18 (Taxation), 30.19 (Environmental laws);

30.21.4.2 “**Post-Redemption Warranty Date**” means each day from, the Discharge Date until Final Discharge Date.

30.22 **Reliance**

The Preference Shareholders have entered into the Finance Documents on the strength of, and relying on, the Representations, each of which shall be deemed to be a separate Representation given without prejudice to any other Representation deemed to be a material representation inducing the Preference Shareholders to enter into the Finance Documents to which each of them is a party.

31. **INFORMATION UNDERTAKINGS**

The undertakings in this Condition 31 remain in force from the Issue Date until the Discharge Date.

31.1 **Financial Statements**

The Issuer shall deliver to the Preference Share Agent, in sufficient copies for all Preference Shareholders:

31.1.1 as soon as the same become available, but in any event not later than 120 (one hundred and twenty) days after the last day of each Financial Year the audited annual financial statements of the Issuer;

31.1.2 as soon as the same become available, but in any event not later than 120 (one hundred and twenty) days after the last day of each Financial Year the consolidated audited annual financial statements of the Issuer;

31.1.3 as soon as the same become available, but in any event not later than 90 (ninety) days after the last day of each Financial Half-Year, the consolidated semi-annual reviewed financial statements of the Issuer;

31.1.4 as soon as the same become available, but in any event not later than 180 (one hundred and eighty) days after the last day of each Financial Year the audited (to the extent that they are required to be audited) annual financial statements of each Material Company;

31.1.5 as soon as the same become available, but in any event not later than 180 (one hundred and eighty) days after the last day of each Financial Year the consolidated audited (to the extent that they are required to be audited) annual financial statements of each Material Company (to the extent prepared by the Group);

31.1.6 promptly, but in any event within 5 (five) Business Days of request from the Preference Share Agent, which request shall be made no sooner than 30 (thirty) days after the last day each Financial Quarter management accounts of each Material Company (to the extent prepared by the Group).

31.2 **Provision and Contents of Compliance Certificate**

31.2.1 The Issuer shall supply a Compliance Certificate to the Preference Share Agent:

31.2.1.1 within 75 (seventy five) days of each Measurement Date;

31.2.1.2 promptly on request by the Preference Share Agent, at any time if the Preference Share Agent or any Preference Shareholder suspects at that time that the Issuer is not in compliance with Condition 32 (Financial Covenants).

31.2.2 If the Preference Share Agent disputes the calculations contained in any Compliance Certificate, within 5 (five) Business Days of delivery of the relevant Compliance Certificate, the Preference Share Agent and the Issuer shall appoint an independent expert, by agreement (and if no agreement is reached within three Business Days of any such party calling for such agreement in writing, any one of Deloitte, PWC, KPMG and E&Y or an independent merchant bank shall be appointed at the instance of any party by the president of the time being of the Southern African Institute of Chartered Accountants or the successor body thereto), to determine the relevant calculation on the basis that:

31.2.2.1 the expert valuer shall act as an expert and not an arbitrator in making its determination;

31.2.2.2 the expert valuer shall be requested to make its determination as speedily as possible, but in any event within five Business Days of its appointment (or such longer period as the Issuer and the Preference Share Agent may agree);

31.2.2.3 the expert valuer shall in writing advise the Issuer and the Preference Share Agent of its determination, shall give written reasons for its decision, and shall in such notice provide reasonable detail of its calculations;

31.2.2.4 any determination by the expert valuer shall, in the absence of manifest error, be final and binding on the Parties; and

31.2.2.5 the liability for the expert valuer's costs shall be borne by the Party whose calculation differs by more than 5% of the expert valuer's determination (and to the extent that such Party is the Preference Share Agent, the cost shall be borne by the Preference Shareholders) and should both Parties' calculations differ either by more than or less than 5% of the expert valuer's determination, the expert valuer's costs shall be shared equally between the Issuer and the Preference Shareholders.

31.2.3 If applicable, each Compliance Certificate shall, amongst other things:

31.2.3.1 set out (in reasonable detail) computations as to compliance with Condition 32 (Financial Covenants);

31.2.3.2 certify whether or not as at the Measurement Date the Issuer is in compliance with Condition 32 (Financial Covenants);

31.2.3.3 confirm that no Potential Trigger Event has occurred and is continuing or, if a Potential Trigger Event has occurred, what Potential Trigger Event has occurred and the steps being taken to remedy that Potential Trigger Event.

31.2.4 Each Compliance Certificate shall be signed by the chief executive officer or financial director of the Issuer.

31.3 **Valuation of Property**

31.3.1 The Issuer shall supply:

31.3.1.1a Valuation for each Property with each set of annual financial statements; provided that Issuer shall ensure that the Valuation is completed by the Valuer at least once in every 3 (three) consecutive year period;

31.3.1.2copies of all material correspondence with insurance brokers handling the insurance of any Property, if such correspondence relates to a claim or potential claim, the aggregate proceeds of which are at least £500,000 (five hundred thousand Pounds Sterling) (or its equivalent in any other currency or currencies); and

31.3.1.3any other information in relation to a Property reasonably requested by the Preference Share Agent.

31.3.2 If the Issuer delivers a Valuation which has not been prepared by the Valuer (a “**Management Valuation**”), the Preference Share Agent shall be entitled, within 20 Business Days of receipt of the Management Valuation, to require the Issuer to cause to be prepared as soon as reasonably practical and at its own expense, a Valuation conducted by the Valuer (“**Valuer Valuation**”) for the subject Property of the Management Valuation and deliver such Valuer Valuation no later than 45 Business Days after such request, provided that if the Valuer Valuation is not more than 10% (ten percent) lower than the Management Valuation or the Valuer Valuation demonstrates that a Trigger Event has not occurred, then the Preference Shareholders will be liable for the expense of such Valuer Valuation.

31.3.3 If Potential Trigger Event has occurred and is continuing, the Preference Share Agent shall be entitled to require the Issuer to cause to be prepared as soon as reasonably practical and at its own expense, a Valuer Valuation for each Property and deliver such Valuer Valuation no later than 45 Business Days after such request, provided that if the Valuer Valuation is not more than 10% (ten percent) lower than the latest Management Valuation or Valuer Valuation (as the case may be) or the Valuer Valuation demonstrates that a Potential Trigger Event has not occurred, then the Preference Shareholders will be liable for the expense of such Valuer Valuation.

31.4 **Monitoring of Property**

31.4.1 The Preference Share Agent, may, following delivery by the Issuer of a Compliance Certificate in accordance with Condition 31.2 (Provision and Contents of Compliance Certificate) or upon the occurrence of a Potential Trigger Event, request the Issuer to supply, within 5 (five) Business Days of such request, to the Preference Share Agent, in form and substance satisfactory to the Preference Share Agent:

31.4.1.1a schedule of the existing occupational tenants of each Property, showing for each such tenant the rental, service charge, value added tax and any other amounts payable in that period by those tenants;

31.4.1.2copies of any management accounts and management cashflows produced by, or for, any Material Company;

31.4.1.3details of:

31.4.1.3.1 any arrears of rent or service charges under any Lease Document; and

31.4.1.3.2 any other breaches of covenant under any Lease Document,

and any step being taken to recover or remedy them;

31.4.1.4 details of any insolvency, resolution or similar proceedings affecting any occupational tenant of a Property or any guarantor of that occupational tenant;

31.4.1.5 details of any rent reviews with respect to any Lease Document in progress or agreed;

31.4.1.6 details of any Lease Document which has expired or been determined or surrendered and any new letting proposed; and

31.4.1.7 any other information in relation to a Property reasonably requested by the Preference Share Agent in order to assess the performance of a Property.

31.5 **Information: Miscellaneous**

31.5.1 The Issuer shall supply to the Preference Share Agent (in sufficient copies for all the Preference Shareholders, if the Preference Share Agent so requests):

31.5.1.1 all documents dispatched by any Material Company to its creditors generally at the same time as they are dispatched;

31.5.1.2 as soon as reasonably possible, upon amending the Constitutional Documents of a Material Company, written notice of such amendment and a copy of the applicable amended Constitutional Document;

31.5.1.3 as soon as reasonably practicable upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against any Material Company or its assets and which, if adversely determined, are reasonably likely to result in a Material Adverse Change; and

31.5.1.4 promptly, such further information regarding the financial condition, business, assets and operations of any Material Company as the Preference Share Agent may reasonably request.

31.6 **Notification of Potential Trigger Event**

31.6.1 The Issuer shall notify the Preference Share Agent of any Potential Trigger Event (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

31.6.2 Promptly upon a request by the Preference Share Agent, the Issuer shall supply to the Preference Share Agent a certificate signed by two of its directors or senior officers on its behalf certifying that no Potential Trigger Event is continuing (or if a Potential Trigger Event is continuing, specifying the Potential Trigger Event and the steps, if any, being taken to remedy it).

31.7 **Know Your Customer Requirements**

If:

31.7.1 the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the Issue Date;

31.7.2 any mandatory provision of any applicable law and/or any ongoing compliance requirement;

31.7.3 any change in the status of the Issuer or the composition of the shareholders of the Issuer after the Issue Date; or

31.7.4 a proposed transfer by a Preference Shareholder of its Preference Shares and any of its rights and/or obligations under the Finance Documents to a party that is not a Preference Shareholder prior to such transfer,

obliges the Preference Shareholder (or, in the case of Condition 31.7.4, any prospective new Preference Shareholder) to comply with “know your customer” or similar identification procedure (whether in terms of the Financial Intelligence Centre Act, 2001 or otherwise) in circumstances where the necessary information is not already available to it, the Issuer shall promptly upon the request of any Preference Shareholder supply, or procure the supply of, such documentation and other evidence as is reasonably requested by any Preference Shareholder (for itself or, in the case of the event described in Condition 31.7.4, on behalf of any prospective new Preference Shareholder) in order for such Preference Shareholder or, in the case of the event described in Condition 31.7.4, any prospective new Preference Shareholder to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

32. **FINANCIAL COVENANTS**

32.1 **Financial Condition**

The Issuer shall ensure that for so long as any Preference Share remains outstanding:

32.1.1 Loan to Value

32.1.1.1 the Issuer LTV is not more than 65% (sixty five percent);

32.1.1.2 the Market Place LTV is not more than 65% (sixty five percent);

32.1.1.3 the Portfolio Properties LTV is not more than 64% (sixty four percent);

32.1.2 Interest Cover Ratio

32.1.2.1 the Issuer Interest Cover Ratio is not less than 1.3 (one point three) times;

32.1.2.2 the Market Place Interest Cover Ratio is not less than 2.25 (two point two five) times;

32.1.2.3 the Portfolio Properties Interest Cover Ratio is not less than 2.25 (two point two five) times;

32.1.3 Vacancy Rate

32.1.3.1 The Vacancy Ratio of the Market Place Property may not fall below 85% (eighty five percent) throughout the Term.

32.1.3.2 The Vacancy Ratio of the Portfolio Properties may not fall below 87.5% (eighty seven point five percent) throughout the Term.

32.1.3.3 For the purposes of this Condition 32.1.3:

32.1.3.3.1 Portfolio Properties will exclude the following Properties:

32.1.3.3.1.1 the properties known as and forming Westbourne Centre, Kelburn Street, Barrhead, Glasgow G78 1LR being the subjects registered in the Land Register of Scotland under Title Number REN3350; (SECOND) ALL and WHOLE the subjects known as and forming Westbourne Centre, Kelburn Street, Barrhead, Glasgow G78 1LR being the

subjects registered in the Land Register of Scotland under Title Number REN112124; and (THIRD) ALL and WHOLE the subjects known as and forming Westbourne House, Kelburn Street, Glasgow G78 1LR being the subjects registered in the Land Register of Scotland under Title Number REN19628 (“**Barrhead**”)

- 32.1.3.3.1.2 the property being land on the south side of Wilmington Street, Leeds registered under Title Number WYK585103 and land and buildings on the north side of Wilmington Street, Leeds registered under Title Number YWE66038 (“**Wilmington Grove**”);
- 32.1.3.3.1.3 the shop on the ground and first floor of the tenement 42 High Street, Johnstone PA5 8AN being the subjects registered in the Land Register of Scotland under Title Number REN39022 (“**Johnstone**”);
- 32.1.3.3.1.4 the property known as 63/71 Dalrymple Street, Girvan KA26 9BS being the subjects registered in the Land Register of Scotland under Title Number AYR24077 (“**Girvan**”); and
- 32.1.3.3.1.5 the property situated at 119 – 125 Marygate, Berwick-upon-Tweed and known as 1, 5 and 6 Scotsgate House, Marygate, Berwick-Upon-Tweed being, the land registered under Title Numbers ND176467, ND176468 and ND176469 (“**Berwick-upon-Tweed**”);
- 32.1.3.3.2 “**Gross Lettable Area**” means, in relation to a Property, the area, measured in square meters, of that Property which is capable of being let;
- 32.1.3.3.3 “**Vacancy Ratio**” means the ratio (expressed as a percentage) between:
 - 32.1.3.3.3.1 the Gross Lettable Area which is not vacant; and
 - 32.1.3.3.3.2 the Gross Lettable Area;
- 32.1.3.3.4 rented area is considered “**vacant**” if:
 - 32.1.3.3.4.1 no Lease Document exists with on-going rental payment obligations in the relevant Property; or
 - 32.1.3.3.4.2 a Lease Document will terminate within the next 1 (one) Month after the Measurement Date, provided that no new Lease Document is concluded which will take effect immediately after that Lease Document so terminates.

provided that a rented area will not be considered “vacant” if the Property is being refurbished, extended or renovated with the prior written consent of the Preference Share Agent.

32.1.4 Minimum NAV

the Net Asset Value of the Group is not less than £300,000,000 (three hundred thousand Pounds Sterling).

32.2 Financial Testing

32.2.1 The Financial Covenants shall be tested as at:

32.2.1.1 each Measurement Date by reference to the financial statements delivered pursuant to Condition 31.1 (Financial Statements) and each Compliance Certificate delivered pursuant to Condition 31.2 (Provision and Contents of Compliance Certificate);

32.2.1.2 any other date on which the Preference Share Agent determines by reference to the most recent financial statements or Valuation delivered pursuant to Condition 33 (General Undertakings).

32.2.1.3 The functional currency of the Group is GBP and:

32.2.1.3.1 in respect of , all Financial Covenants (other than any Interest Cover Ratio) all amounts will be measured on a sterling basis and where an amount is denominated in:

32.2.1.3.1.1 ZAR, such amount shall be converted to GBP at the Weighted Hedged Exchange Rate; and

32.2.1.3.1.2 all other currencies, shall be converted to GBP at the prevailing spot exchange rates applicable at the time of calculation; and

32.2.1.3.2 in respect of any Interest Cover Ratio, any amount:

32.2.1.3.2.1 which has been hedged, will be the GBP amount payable in respect of such interest as determined in accordance with the relevant Hedging Agreement;

32.2.1.3.2.2 which has not been hedged, shall be converted to GBP using the conversion methodology (including the timing of the conversion) consistently applied by the Group in the Financial Statements.

32.3 Equity Cure

32.3.1 If the requirements of 32.1 (Financial Condition) are not, or anticipated not to be, met for any Measurement Period (each a “**Relevant Measurement Period**”), the Issuer shall be entitled to remedy or avoid, as the case may be, such breach with New Equity or New Shareholder Debt, or in the form of a combination of such New Equity or New Subordinated Debt, and depositing such amounts (the “**Cure Amounts**”) into the Reserve Account.

32.3.2 Upon payment of the Cure Amount into the Reserve Account or application of the Cure Amount towards the voluntary redemption of the Preference Shares, the following Financial Covenants shall be re-calculated by:

32.3.2.1 in relation to the Issuer Interest Cover Ratio, the Market Place Interest Cover Ratio and the Portfolio Properties Interest Cover Ratio, by reducing the finance cost (as contemplated in the definition of Interest Cover Ratio) for the Relevant Measurement Period as if the Cure Amount had been applied in repaying amounts outstanding under the Market Place

Facility, Portfolio Properties Facility or any Outstanding Preference Share Obligations (as applicable) at the commencement of the Relevant Measurement Period;

32.3.2.2 in relation to the Issuer LTV, the Market Place LTV or the Portfolio Properties LTV, by reducing the Total Debt, the outstandings under the Market Place Facility or the outstandings under the Portfolio Properties Facility (as applicable) as at the relevant Measurement Period

32.3.3 Unless the Preference Share Agent consents otherwise in writing, there shall be no more than two Equity Cures during the Term and no Equity Cure within any consecutive Measurement Periods.

32.3.4 Nothing in this Condition 32.3 shall oblige the Issuer to redeem any Unredeemed Preference Shares

33. **GENERAL UNDERTAKINGS**

The undertakings in this Condition 33 (other than the undertaking in Conditions 33.1 (Authorisations), to 33.5 (Anti-corruption law and sanctions) (both inclusive)) remain in force from the Issue Date until the Discharge Date. Each undertaking shall be a separate undertaking and shall in no way be limited to or restricted by reference to or by inference from the terms of any other undertaking, or by any words of any of the Finance Documents. The undertakings in Conditions 33.1 (Authorisations) to 33.5 (Anti-corruption law and sanctions) remain in force until the Final Discharge Date.

33.1 **Authorisations**

The Issuer shall promptly:

33.1.1 obtain, comply with and do all that is necessary to maintain in full force and effect; and

33.1.2 supply certified copies to the Preference Share Agent of,

any Authorisation required under any law or regulation of its jurisdiction of incorporation to:

33.1.3 enable it to perform its obligations under the Finance Documents;

33.1.4 to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of any Finance Document; and

33.1.5 carry on its business where failure to do so has or is reasonably likely to result in a Material Adverse Change.

33.2 **Compliance with Laws**

33.2.1 The Issuer shall (and it shall procure that each other member of the Group will) comply in all respects with all laws to which it may be subject to the extent required for the conduct of its business.

33.3 **Environmental compliance**

The Issuer shall (and it shall procure that each member of the Group will):

33.3.1 comply with all Environmental Law;

33.3.2 obtain, maintain and ensure compliance with all requisite Environmental Permits; and

33.3.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law,

where failure to do so has or is reasonably likely to result in a Material Adverse Change or would result in a financial liability for the Preference Shareholders or the Issuer.

33.4 Environmental claims

The Issuer shall, promptly upon becoming aware of the same, inform the Preference Share Agent in writing of:

33.4.1 any Environmental Claim against any member of the Group which is current, pending or threatened; and

33.4.2 any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against any member of the Group,

where the claim, if determined against that person, has or is reasonably likely to result in a Material Adverse Change or would result in a financial liability for any Preference Shareholder or the Issuer.

33.5 Anti-corruption law and sanctions

33.5.1 The Issuer shall not (and it shall procure that no member of the Group will):

33.5.1.1 contravene any Sanctions;

33.5.1.2 be a party to or participate in a Sanctioned Transaction in any manner; or

33.5.1.3 directly or indirectly use the proceeds of any Preference Shares for any purpose which would breach the Bribery Act 2010, the United States Foreign Corrupt Practices Act of 1977 or other similar legislation in other jurisdictions.

33.5.2 The Issuer shall (and it shall procure that each member of the Group will):

33.5.2.1 take all reasonable steps to ensure that appropriate controls and safeguards are in place, designed to prevent it from being or becoming involved in a Sanctioned Transaction; and

33.5.2.2 conduct its businesses, (to the best of the Issuer's knowledge and belief (after having made due and careful enquiry)) in compliance with applicable anti-corruption laws and maintain policies and procedures designed to promote and achieve compliance with such laws.

33.5.3 If any member of the Group:

33.5.3.1 is or becomes a Sanctioned Entity;

33.5.3.2 participates in any manner in any Sanctioned Transaction,

the Issuer shall notify the Preference Share Agent promptly upon becoming aware of that event.

33.6 Material Companies

The Issuer shall procure that no Material Company shall implement or undertake any of the following matters, without the prior written consent of the Preference Share Agent (acting on behalf

of the Preference Shareholders):

- 33.6.1 increasing, altering, subdividing, repurchasing, reduction, return or repayment of any share capital, share premium, stated capital, non-distributable reserve account or reserves of the issued and/or authorised share capital of the relevant Material Company, including the issue and allotment of shares, share options, warrants and debentures (and other similar instruments) save for any share issues to the Holding Company of the Material Company;
- 33.6.2 amending, varying or cancelling any of the rights attaching to the ordinary shares held by the relevant Material Company;
- 33.6.3 amending the relevant Material Company's Constitutional Documents, other than for purposes of compliance with the JSE Listings Requirements or any Applicable Law;
- 33.6.4 approving a scheme of arrangement, liquidation, winding up or application for business rescue of the relevant Material Company;
- 33.6.5 changing the nature of the business of the relevant Material Company; or
- 33.6.6 undertaking any act that requires a special resolution to be passed under applicable company laws.

33.7 **Negative Pledge**

In this Condition 33.7,:

asset mean any asset which is not a 'financial instrument' as contemplated in section 8E of the Income Tax Act.

Quasi-Security means an arrangement or transaction described in Condition 33.7.2.

- 33.7.1 Other than as contemplated below the Issuer shall not (and it shall procure that no Material Company will) create or permit to subsist any Security over any of its assets.
- 33.7.2 The Issuer shall not (and it shall procure that no Material Company will):
 - 33.7.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Issuer;
 - 33.7.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - 33.7.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - 33.7.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Indebtedness or of financing the acquisition of an asset.
- 33.7.3 Condition 33.7.1 and 33.7.2 do not apply to:
 - 33.7.3.1 any Security arising pursuant to the operation of law in the normal and ordinary course of the Issuer's or any other Material Company's business;
 - 33.7.3.2 any Security contemplated under the Finance Documents;

33.7.3.3 any Security granted in favour of the Issuer to secure indebtedness under an Intercompany Loan; or

33.7.3.4 any Security created with the prior written approval of the Preference Share Agent.

33.8 **Disposals**

The Issuer shall not (and, other than the disposal of the Property at Skelmersdale, shall procure that no Material Company shall) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise Dispose of any asset that is subject to any Security under any Security Charge, without the prior written consent of the Preference Share Agent and for the purposes of this Condition 33.8 **asset** means any asset which is not a 'financial instrument' as contemplated in section 8E of the Income Tax Act. Nothing in this Condition 33.8 shall in any way prohibit the grant of an Occupational Lease.

33.9 **Indebtedness**

33.9.1 Except as provided in Condition 33.9.3 below, the Issuer shall not (and it shall procure that no Material Company will) incur or allow to remain outstanding any Indebtedness.

33.9.2 The Issuer shall not subordinate any claims that it has or may have against any person to the claims of a third party against such person.

33.9.3 Condition 33.9.1 above does not apply to:

33.9.3.1 any Indebtedness incurred under the Finance Documents;

33.9.3.2 any Indebtedness incurred pursuant to the Inception Treasury Transaction;

33.9.3.3 any Indebtedness incurred by any Material Company in the ordinary course of business, other than the Issuer, under Permitted Trade Credit;

33.9.3.4 any Indebtedness owing by any Material Company (other than the Issuer) to another Material Company on account of inter-company loans made by any Material Company (other than the Issuer) to such other Material Company, provided that such claims of such Material Company have been subordinated in favour of the claims of the Issuer under the Intercompany Loans;

33.9.3.5 any Indebtedness incurred by Inception Holdings S.à r.l in favour of Moorgarth Group Limited and/or Europrop Holdings Limited and subject to a subordination deed in favour of the Issuer.

33.9.3.6 any Indebtedness which the Issuer or any other Material Company incurs for purposes of a Refinance, provided that all, and not only some of, the Unredeemed Preference Shares are redeemed from the proceeds of such Indebtedness, subject to the payment of the Refinance Preference Dividend in accordance with Condition 7.6.1;

33.9.3.7 any Indebtedness incurred pursuant to an Intercompany Loan;

33.9.3.8 in the case of the Issuer, any New Shareholder Debt;

33.9.3.9 any Indebtedness which is existing at the Programmes Date and disclosed to the Preference Share Agent, provided that the principal amount of or the amount of the original facility granted as at the Signature Date of such Indebtedness will not increase from the Programme Date other than in accordance with their existing terms;

33.9.3.10 any Indebtedness incurred with the prior written consent of the Preference Share Agent.

33.10 **Lending and guarantees**

33.10.1 Except as provided below, the Issuer shall not (and it shall procure that no Material Company will) be the creditor in respect of any loan or any form of credit to any person other than a member of the Group.

33.10.2 Condition 33.10.1 above does not apply to:

33.10.2.1 any loan made by the Issuer prior to the Issue Date; and

33.10.2.2 any loan made by the Issuer with the prior approval of the Preference Share Agent.

33.10.3 The Issuer shall ensure that all Intercompany Loans are repayable on demand.

33.10.4 The Issuer shall not (and it shall procure that no Material Company will) give or allow to be outstanding any guarantee or indemnity to or for the benefit of any person in respect of any obligation of any other person or enter into any document under which that Material Company assumes any liability of any other person other than:

33.10.4.1 any limited guarantee given by a Material Company to another Material Company for the obligation of an Intercompany Loan;

33.10.4.2 any guarantee or indemnity given under the Finance Documents, the Market Place Guarantee or the Portfolio Guarantee; or

33.10.4.3 any other guarantee given with the prior approval of the Preference Share Agent.

33.11 **Merger**

The Issuer shall not (and it shall procure that no Material Company will) enter into any amalgamation, demerger, merger or corporate reconstruction, other than any reorganisation entered into with the prior written consent of the Preference Share Agent.

33.12 **Acquisitions**

The Issuer shall not (and it shall procure that no Material Company will):

33.12.1 acquire a company or any shares or securities or a business or undertaking (or, in each case, any interest in any of them); or

33.12.2 incorporate a company,

other than the acquisition by the Issuer with the prior written consent of the Preference Share Agent.

33.13 **Change of Business**

The Issuer shall procure that no substantial change is made to the general nature of the business of a Material Company that carried on at the Issue Date.

33.14 **Joint Ventures**

The Issuer shall not enter into any Joint Venture established in the form of an unlimited partnership.

33.15 **Distributions**

33.15.1 The Issuer shall not declare and pay any Distributions other than:

33.15.1.1 Preference Dividends;

33.15.1.2 redemption of Preference Shares;

33.15.1.3 redemption of "A" Preference Shares and payment of distributions in respect of the "A" Preference Shares,

33.15.2 For so long as a Potential Trigger Event is continuing or a Trigger Event has occurred, the Issuer shall only declare and pay Distributions to the Preference Shareholders.

33.16 **Ownership**

The Issuer shall ensure that at all times it legally and beneficially owns and controls the entire share capital of Tradegro.

33.17 **Preference Shares**

The Issuer shall maintain these Terms and Conditions and shall ensure that the Preference Shares remain validly issued until redeemed in accordance with these Terms and Conditions.

34. **PROPERTY UNDERTAKINGS**

34.1 **Title**

34.1.1 The Issuer shall procure that each Material Company will exercise its rights and comply in all material respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Property.

34.1.2 The Issuer shall procure that no Material Company will agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting any Property, except in writing:

34.1.2.1 to the extent that that amendment, variation, novation, supplement, superseding, waiver or termination is permitted by the Finance Documents; or

34.1.2.2 in the ordinary course of its operations, provided that such amendment, variation, novation, supplement, superseding, waiver or termination will not result in a Material Adverse Change or a breach of any Finance Document or Financial Covenant.

34.2 **Occupational Leases**

34.2.1 The Issuer shall procure that each Material Company will:

34.2.1.1 diligently collect or procure to be collected all rental income in respect to the Properties;

34.2.1.2 exercise its rights and comply with its obligations under each Lease Document save where failure to do will not result in a Material Adverse Change or a breach of any Finance Document or Financial Covenant; and

34.2.1.3 use its reasonable endeavours to ensure that each tenant complies with its obligations under each Lease Document,

in a proper and timely manner.

34.2.2 The Issuer shall procure that each Material Company will use its reasonable endeavours to find tenants for any vacant lettable space in the Properties with a view to granting a Lease Document in respect of that space.

34.3 **Maintenance**

34.3.1 The Issuer shall procure that each Material Company will ensure that all buildings, plant, machinery, fixtures and fittings on its Property are in and maintained in:

34.3.1.1 good and substantial repair and condition and, as appropriate, in good working order; and

34.3.1.2 such repair, condition and, as appropriate, good working order as to enable them to be let in accordance with all applicable laws and regulations.

save as may result from the carrying out of any Permitted Alterations.

34.3.2 The Issuer shall procure that each Material Company will carry out any energy efficiency improvements necessary, or take any other steps necessary, to ensure that at all times each part of its Property which is designed to be let can be let or can continue to be let without breaching any applicable laws or regulations in respect of minimum levels of energy efficiency for properties.

34.4 **Development**

34.4.1 The Issuer shall not (and it shall procure that no Material Company will) carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of its Property, without the prior written consent of the Preference Share Agent.

34.4.2 Condition 34.4.1 above does not apply to:

34.4.2.1 the maintenance of the buildings, plant, machinery, fixtures and fittings in the ordinary course of business;

34.4.2.2 any alterations or improvements which a tenant is entitled to undertake in accordance with the terms of the relevant Lease Document and in respect of which a Material Company in its capacity as landlord is required to give its consent pursuant to the terms of that Lease Document;

34.4.2.3 the carrying out of non-structural improvements or alterations which affect only the interior of any building on a Property;

34.4.2.4 any maintenance, alterations or improvements made with the prior written consent of the Preference Share Agent; or

34.4.2.5 Permitted Alterations.

34.4.3 The Issuer shall procure that each Material Company will comply in all respects with all planning laws, permissions, agreements and conditions to which its Property may be subject.

34.5 **Notices**

The Issuer shall procure that each Material Company will within 14 (fourteen) days after the receipt by it of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to its Property (or any part of it):

- 34.5.1 deliver a copy to the Preference Share Agent; and
- 34.5.2 inform the Preference Share Agent of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

34.6 **Power to remedy**

- 34.6.1 If the Issuer fails to perform any obligations under the Finance Documents affecting the Property, the Issuer shall (and shall procure that each Material Company will) allow the Preference Share Agent or its agents and contractors on giving reasonable notice and subject always to the rights of tenants and other occupiers under the applicable Lease Agreement:

- 34.6.1.1 to enter any part of its Property;

- 34.6.1.2 to comply with or object to any notice served on that Material Company in respect of its Property; and

- 34.6.1.3 to take any action that the Preference Share Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

- 34.6.2 The Issuer shall immediately on demand supply the Preference Share Agent with any applicable Lease Agreement to enable the Preference Share Agent to enforce its rights under Condition 34.6.1.

- 34.6.3 The Issuer shall (and it shall procure that each Material Company will), immediately on demand, pay the costs and expenses of the Preference Share Agent or its agents and contractors incurred in connection with any action taken by it under this Condition 34.6.

34.7 **Insurances**

- 34.7.1 The Issuer must ensure that at all times from the Issue Date until the Discharge Date Insurances are maintained in full force and effect, which:

- 34.7.1.1 insure each Material Company in respect of its interests in each Property and the plant and machinery on each Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs);

- 34.7.1.2 provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage for a property of the type of the Properties;

- 34.7.1.3 provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;

- 34.7.1.4 provide cover against acts of terrorism, including any third party liability arising from such acts;

- 34.7.1.5 provide cover for loss of rent (in respect of a period of not less than three years or, if longer, the minimum period required under the Lease Documents) including provision for any increases in rent during the period of insurance;

- 34.7.1.6 include property owners' public liability and third party liability insurance;

34.7.1.7insure such other risks as a prudent company or other person in the same business as the Material Company would insure; and

34.7.1.8in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Preference Share Agent.

34.7.2 The Issuer must procure that the Insurances comply with the following requirements:

34.7.2.1each of the Insurances must contain:

34.7.2.1.1 a non-invalidation and non-vitiation condition under which the Insurance will not be avoided or vitiated as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any other insured party or any agent of any other insured party;

34.7.2.1.2 a waiver of the rights of subrogation of the insurer as against each Material Company and the tenants of each Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of any Property or any Insurance; and

34.7.2.2each insurer must give at least 30 days' notice to the Issuer and the Issuer shall promptly inform the Preference Share Agent if it proposes to:

34.7.2.2.1 repudiate, rescind or cancel any Insurance;

34.7.2.2.2 treat any Insurance as avoided in whole or in part;

34.7.2.2.3 treat any Insurance as expired due to non-payment of premium; or

34.7.2.2.4 otherwise decline any valid claim under any Insurance by or on behalf of any insured party,

and, in respect of Condition 34.7.2.2.3 above, must in the notice give the Preference Share Agent the opportunity to rectify any such non-payment of premium within the notice period; and

34.7.2.3the relevant Material Company must be free to assign or otherwise grant a security interest over all amounts payable to it under each of its Insurances and all its rights in connection with those amounts in favour of the Issuer.

34.7.3 The Issuer must use all reasonable endeavours to ensure that the Preference Share Agent receives copies of the Insurances, receipts for the payment of premium of Insurances and any information in connection with the Insurances and claims under them which the Preference Share Agent may reasonably require.

34.7.4 The Issuer must promptly notify the Preference Share Agent of:

34.7.4.1the proposed terms of any future renewal of any of the Insurances;

34.7.4.2any amendment, termination, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending;

34.7.4.3any claim, and any actual or threatened refusal of any claim, under any of the Insurances; and

34.7.4 any event or circumstance which has led or may lead to a breach by any Material Company of any term of this Condition 34.7.

34.7.5 The Issue shall procure that each Material Company will:

34.7.5.1 comply with the terms of the Insurances;

34.7.5.2 not do or permit anything to be done which may make void or voidable any of the Insurances; and

34.7.5.3 comply with all reasonable risk improvement requirements of its insurers.

34.7.6 The Issuer must ensure that:

34.7.6.1 each premium for the Insurances is paid within the period permitted for payment of that premium; and

34.7.6.2 all other things necessary are done so as to keep each of the Insurances in force.

34.7.7 If the Issuer fails to comply with any term of this Condition 34.7, the Preference Share Agent may, at the expense of the Issuer, effect any insurance and generally do such things and take such other action as the Preference Share Agent may reasonably consider necessary or desirable to prevent or remedy any breach of this Condition 34.7.

34.7.8 Except as provided below, the proceeds of any Insurances must, if the Preference Share Agent so requires, be paid into the Reserve Account.

34.7.9 Condition 34.7.8 above does not apply in the following circumstances:

34.7.9.1 to the extent required by the basis of settlement under any Insurances or Lease Document, each Material Company must apply moneys received under any Insurances in respect of a Property towards replacing, restoring or reinstating that Property;

34.7.9.2 the proceeds of any loss of rent insurance will be treated as rental income of the Properties and applied in such manner as the Preference Share Agent (acting reasonably) requires to have effect as if it were Rental Income received over the period of the loss of rent;

34.7.9.3 moneys received under liability policies held by a Material Company which are required by that Material Company to satisfy established liabilities of the Material Company to third parties must be used to satisfy those liabilities.

35. **RESERVE ACCOUNTS**

35.1 **Opening and maintenance of the Reserve Account**

35.1.1 As from the Issue Date until the Discharge Date, the Issuer shall maintain the Reserve Account with the Account Bank in South Africa, in the name of the Issuer.

35.1.2 The Issuer undertakes to comply with all of the requirements of the Account Bank which apply to account holders of the Account Bank generally in opening and maintaining the Reserve Account.

35.2 **Operating Procedures**

The Issuer shall procure that the mandates and operating procedures for the Reserve Account shall be in accordance with the provisions of these Terms and Conditions and to the reasonable satisfaction of the Preference Share Agent.

35.3 **Deposits and Currency**

35.3.1 The Issuer shall ensure that all Cure Amounts and all amounts required to be reserved pursuant to Condition 29 (Mandatory Reserving) are paid into the Reserve Account.

35.3.2 The Reserve Account shall be Rand denominated accounts.

35.4 **Permitted Withdrawals**

35.4.1 The Issuer shall ensure that, until the Discharge Date, no withdrawals or transfers shall be made from the Reserve Account other than for purposes of the voluntary redemption of the Preference Shares.

35.4.2 No withdrawal, payment or transfer shall be made from the Reserve Account to the extent that the Reserve Account would become overdrawn.

35.5 **No Waiver**

35.5.1 The restrictions contained in any of the Finance Documents on the withdrawal of funds from the Reserve Account shall not affect the obligations of the Issuer to make all payments required to be made to the Preference Shareholders on the due date for payment in accordance with the Finance Documents.

35.5.2 Neither the ability of the Issuer to make any withdrawal from the Reserve Account in accordance with the Terms and Conditions nor any such withdrawal shall be construed as a waiver by the relevant Preference Shareholder of any of its rights or remedies under the Finance Documents or affect (to the extent possible) any of the security interests created pursuant to the Security Documents.

35.6 **Access to Books and Records**

The Issuer irrevocably grants to any Preference Shareholder and any of its authorised representatives the right, at any time prior to the Discharge Date, to review all books and records (including computer records) held by the Account Bank relating to the Reserve Account. The Issuer irrevocably instructs and authorises the Account Bank to provide any Preference Shareholder and any of its authorised representatives unrestricted access during normal business hours to review such books and records held by the Account Bank and any such information relating to the Reserve Account as a Preference Shareholder may at any time and from time to time, on reasonable written notice, request. The Issuer irrevocably waives any right of confidentiality which may exist to the extent necessary to allow disclosure of such books, records and information to any Preference Shareholder and its authorised representatives.

35.7 **Withdrawals Following a Trigger Event**

Upon the occurrence of a Potential Trigger Event which is continuing:

35.7.1 the Issuer may not withdraw any amount from the Reserve Account without the prior written consent of the Preference Share Agent;

35.7.2 all monies standing to the credit of the Reserve Account shall be utilised for the purpose of making payments or meeting obligations under the Finance Documents in accordance with the Finance Documents at the direction of the Preference Share Agent; and

35.7.3 the Issuer shall authorise the Account Bank, with effect from the occurrence of a Potential Trigger Event, to act, in respect of the Reserve Account, in accordance with the instructions of the Preference Share Agent (in accordance with the Finance Documents) only and the Issuer shall

procure that the Account Bank shall not allow any other withdrawals or disbursements from the Reserve Account other than in accordance with the instructions of the Preference Share Agent (in accordance with the Finance Documents).

36. **PREFERENCE SHARE PURCHASE TRANSACTIONS**

36.1 **Prohibition of Preference Share Purchase Transactions by the Group:**

36.1.1 Other than as contemplated in Condition 36.1.2, the Issuer shall procure that each other member of the Group shall not, enter into any Preference Share Purchase Transaction or beneficially own any of the Preference Shares.

36.1.2 Condition 36.1.1 does not apply to any Preference Share Purchase Transaction:

36.1.2.1 with the prior written consent of the Preference Share Agent (which consent is not to be unreasonably delayed); or

36.1.2.2a subscription by management of a member of the Group under any management incentive programme or from the proceeds of any existing management incentive programme on the terms and conditions acceptable to the Preference Share Agent.

36.2 **Disenfranchisement on Preference Share Purchase Transactions entered into by a member of the Group**

36.2.1 For so long as a member of the Group:

36.2.1.1 beneficially owns a Preference Share; or

36.2.1.2 has entered into a sub participation agreement relating to a Preference Share or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated,

in ascertaining:

36.2.1.2.1 the majority Preference Shareholders; or

36.2.1.2.2 whether:

36.2.1.2.2.1 any given percentage (including, for the avoidance of doubt, unanimity) of the Outstanding Preference Share Obligations and any voting rights contemplated in Condition 21 (Voting Rights); or

36.2.1.2.2.2 the agreement of any specified group of Preference Shareholders,

has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents such Outstanding Preference Share Obligations shall be deemed to be zero and such member of the Group or the person with whom it has entered into such sub-participation, other agreement or arrangement shall be deemed not to be a Preference Shareholder for the purposes of Conditions 36.2.1.2.1 and 36.2.1.2.2 above (unless in the case of a person not being a member of the Group it is a Preference Shareholder by virtue otherwise than by beneficially owning the relevant Preference Share).

36.2.2 Each Preference Shareholder shall, unless such Preference Share Purchase Transaction is an assignment or transfer, promptly notify the Preference Share Agent in writing if it knowingly enters into a Preference Share Purchase Transaction with a member of the Group (a “**Notifiable Share Purchase Transaction**”).

36.2.3 A Preference Shareholder shall promptly notify the Preference Share Agent if a Notifiable Share Purchase Transaction to which it is a party:

36.2.3.1 is terminated; or

36.2.3.2 ceases to be with a member of the Group.

36.2.4 Each member of the Group that is a Preference Shareholder agrees that:

36.2.4.1 in relation to any meeting or conference call to which all the Preference Shareholders are invited to attend or participate, it shall not attend or participate in the same if so requested by the Preference Share Agent or, unless the Preference Share Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and

36.2.4.2 in its capacity as Preference Shareholder, unless the Preference Share Agent otherwise agrees, it shall not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Preference Share Agent or one or more of the Preference Shareholders.

36.3 **Groups’ notification to other Preference Shareholders of Preference Share Purchase Transactions**

Any member of the Group which is or becomes a Preference Shareholder and which enters into a Preference Share Purchase Transaction as a purchaser or a participant shall, by 5p.m. on the Business Day following the day on which it entered into that Preference Share Purchase Transaction, notify the Preference Share Agent of the number of Preference Shares it has purchased. The Preference Share Agent shall promptly disclose such information to the Preference Shareholders.

37. **ROLE OF THE PREFERENCE SHARE AGENT**

37.1 If at any time, there is more than one Preference Shareholder, each subsequent Preference Shareholder will appoint the Preference Share Agent to represent them in:

37.1.1 all their dealings with the Issuer arising under the Finance Documents to which it is a party;

37.1.2 the granting or withholding of any consent or approval which the Issuer requests from any Preference Shareholder under and in terms of the Finance Documents and the exercise of any discretion which is vested in the Preference Shareholders (or any of them) under and in terms of the Finance Documents;

37.1.3 the receipt of any financial statements and/or other documents or information which, in terms of the Finance Documents, the Issuer becomes obliged to supply to the Preference Shareholders (or some of them);

37.1.4 the giving of any notices which, in terms of the Finance Documents, the Issuer wishes to deliver to the Preference Shareholders (or any of them); and

37.1.5 the giving of any notices which, in terms of the Finance Documents, the Preference Shareholders (or some of them) wish to deliver to the Issuer,

the matters referred to in Conditions 37.1.1 to 37.1.5 hereinafter referred to as the “**Agency Matters**”.

- 37.2 Accordingly, the Issuer shall be entitled to deal with the Preference Share Agent in connection with all the Agency Matters and the Issuer shall not be obliged, in respect of any Agency Matter, to deal directly with any Preference Shareholder (except if such Preference Shareholder has been appointed as the Preference Share Agent).
- 37.3 Subject to Condition 37.4, the Issuer shall not be obliged, nor entitled, to act in accordance with any notice given to it pursuant to any Finance Document unless such notice is given by the Preference Share Agent, irrespective of the delivery of any conflicting notice by or on behalf of any other Preference Shareholder.
- 37.4 The Issuer shall be entitled to assume that the Preference Share Agent has been duly authorised to represent the Preference Shareholders in relation to the Agency Matters and in particular, but without limitation, the Issuer shall be entitled to assume that all actions performed by the Preference Share Agent in connection with the Agency Matters have been duly authorised by the Preference Shareholders.
- 37.5 The Issuer shall not be obliged or entitled to recognise the appointment of any replacement Preference Share Agent unless the Preference Shareholders have given written notice of such appointment, signed by each Preference Shareholder, to the Issuer. Until such written notice has been delivered to the Issuer, the Issuer shall be entitled to continue dealing with the person who was the Preference Share Agent prior to such new appointment.
- 37.6 Any reference in these Terms and Conditions to anything done or to be done by the Preference Share Agent (including, but without limitation, the receipt by the Preference Share Agent of any payment, the exercise of any discretion by the Preference Share Agent and/or the giving or withholding of any consent by the Preference Share Agent) is a reference to the Preference Share Agent acting as the duly authorised agent of the Preference Shareholders.
- 37.7 The Issuer shall not have any claim of any nature whatsoever against the Preference Share Agent for the recovery of any losses and/or damages which it may suffer as a result of anything which the Preference Share Agent does, or omits to do, in performing its functions as the Preference Share Agent, unless the relevant loss or damage was caused by the wilful misconduct, fraud or gross negligence of the Preference Share Agent.
- 37.8 The Issuer hereby indemnifies the Preference Share Agent and holds the Preference Share Agent harmless against any claims which may be made against it by any third person whatsoever, arising out of anything done, or omitted to be done, by the Preference Share Agent in connection with the Agency Matters (save for any claims arising as a result of the fraud, gross negligence or wilful default of the Preference Share Agent).
- 37.9 All the provisions of these Terms and Conditions which confer rights or benefits on the Preference Share Agent constitute stipulations for the benefit of the Preference Share Agent which are capable of acceptance by the Preference Share Agent at any time.

38. **GENERAL**

38.1 Notwithstanding any provisions to the contrary in these Amended and Additional Terms and Conditions:

38.1.1 these Terms and Conditions may not be modified, amended, altered, varied, added to or abrogated;

- 38.1.2 the number of authorised shares of the Issuer of any class of shares may not be increased or decreased;
- 38.1.3 any classified shares that have been authorised but not issued may not be reclassified;
- 38.1.4 any unclassified shares that have been authorised but not issued may not be classified;
- 38.1.5 the preferences, rights, limitations and other terms of any class of Other Shares may not be determined; and
- 38.1.6 no shares of the Issuer ranking in any manner (including as regards rights to dividends or redemption, or on a winding-up as regards return of capital) *pari passu* with and/or in priority to the Preference Shares have been or shall be authorised, created or issued,

without the prior written consent of the Preference Share Agent and the prior sanction of a resolution passed at a separate class meeting of the Preference Shareholders held at the election of any Preference Shareholder on written notice to the Issuer and the Preference Share Agent in the same manner *mutatis mutandis* as a special resolution.

- 38.1.7 Any provision of these Terms and Conditions which contemplates performance or observance subsequent to any termination or expiration of the Finance Documents or the redemption of the Preference Shares shall survive any such termination, expiration or redemption and continue in full force and effect and shall be enforceable by the Issuer or any Preference Shareholder or its successors in title or assigns.

39. INTERPRETATION

39.1 Definitions

In these Amended and Additional Terms and Conditions, unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall have corresponding meanings:

“**A Preference Shares**” means the class “A” preference shares issued by the Issuer which have the rights and privileges set out in the “A” Preference Share Terms;

“**A Preference Share Terms**” means the rights and privileges set out in clause 9.3 of the Issuer MOI;

“**Account Bank**” means RMB or any replacement Account Bank approved in writing by the Preference Share Agent;

“**Accounting Principles**” means generally accepted accounting principles in South Africa, including IFRS;

“**Agency Matters**” has the meaning specified in Condition 37 (Role of the Preference Share Agent);

“**Agreement for Lease**” means an agreement to grant an Occupational Lease for all or part of a Property;

“**Annual Financial Statements**” means, the financial statements for a Financial Year delivered pursuant to Condition 31.1 (Financial Statements);

“**Authorisation**” means any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, registration, agreement, certificate, permit and/or authority, or any exemption from any of the aforesaid, by, with or from any authority;

“Breakage Costs” means the amount (if any) by which:

- (a) the Scheduled Preference Dividend which a Preference Shareholder should have received for the period from the date of receipt of that Scheduled Preference Dividend to the last day of the current Dividend Period in respect of that Scheduled Preference Dividend, had that Scheduled Preference Dividend been paid on the last day of that Dividend Period;

exceeds:

- (b) the amount which that Preference Shareholder would be able to obtain by placing an amount equal to Scheduled Preference Dividend received by it on deposit with a leading bank in the Johannesburg interbank market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Dividend Period;

“Breakage Gains” means the amount (if any) by which:

- (a) the amount which that Preference Shareholder would be able to obtain by placing an amount equal to Scheduled Preference Dividend received by it on deposit with a leading bank in the Johannesburg interbank market for a period starting on the Business Day following receipt or recovery and ending on the last day of the current Dividend Period;

exceeds:

- (b) the Scheduled Preference Dividend which a Preference Shareholder should have received for the period from the date of receipt of that Scheduled Preference Dividend to the last day of the current Dividend Period in respect of that Scheduled Preference Dividend, had that Scheduled Preference Dividend been paid on the last day of that Dividend Period.

“Bridge Loan” means the bridge loan made available by RMB to the Issuer on or about 6 August 2015;

“Change of Control” means:

- (a) in relation to the Issuer or Titan Premier, any person, or group of persons acting in concert acquires control, directly or indirectly, of the Issuer or Titan Premier (as applicable); or
- (b) in relation to a Material Company:
 - (i) the Issuer ceases to hold, directly or indirectly, 50% plus one vote of the equity interests in a Material Company; and/or
 - (ii) any person or group of persons acting in concert (other than the Issuer) acquires control, directly or indirectly, of a Material Company,

without the prior written consent of the Preference Share Agent.

For the purposes of this definition **“control of a company means”**:

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to:
 - (i) cast, or control the casting of, more than 50% of the maximum number of votes that might be cast at a general meeting of the company; or
 - (ii) appoint or remove all, or the majority, of the directors of the company; or

- (iii) give direction with respect to the operating and financial policies of the company with which the directors of the company are obliged to comply; and/or
- (b) the holding beneficially of more than 50% of the issued share capital of the company (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);

For the purposes of this definition “**acting in concert**” means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate through the acquisition directly or indirectly of shares in the Issuer, Titan Premier or a Property Company, as the case may be, by any of them, either directly or indirectly, to obtain or control of the Issuer, Titan Premier or a Property Company, as the case may be.

“**CIPC**” means the Companies and Intellectual Properties Commission;

“**Companies Act**” means the Companies Act, 2008;

“**Compliance Certificate**” means a compliance certificate substantially in the form set out in Schedule 3 to the Subscription Agreement;

“**Constitutional Documents**” means, in respect of any person which is not a natural person at any time, the then current constitutional documents of such person at such time (including, where applicable, such person’s memorandum of association, articles of association, certificate of incorporation, memorandum of incorporation, rules, bylaws, articles of incorporation, trust deed and/or letters of authority);

“**Cure Amount**” means an amount contemplated in Condition 32.3 (Equity Cure);

“**Discharge Date**” means the date on which:

- (a) all of the Preference Shares have been redeemed and the Issuer’s obligations and liabilities (other than any post-redemption obligations and liabilities) under the Finance Documents to which it is a party have been fully, finally and irrevocably paid and unconditionally discharged to the reasonable satisfaction of the Preference Share Agent whether or not as a result of enforcement; and
- (b) the Preference Shareholders have no commitment, obligation or liability (whether actual or contingent) to lend money, subscribe for any shares or provide other financial accommodation to the Issuer under any Finance Document;

“**Disposal**” means a sale, sale and lease-back, licence, transfer, loan, expropriation or other disposal by a person of any asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions), and “**Dispose**” shall be construed accordingly;

“**Distribution**” means any payment by way of interest, principal, dividend, fee, royalty or other distribution of whatsoever nature and howsoever described (including share buy backs, a distribution or payment upon or in connection with a reduction of capital, an issue of shares or other securities credited as fully or partly paid up by way of a capitalisation of profits or reserves and the payment (or repayment) of any amount on loan account) by or on behalf of a company to or for the account of any member or shareholder of that company, in each case whether paid or payable and whether paid or payable in cash or *in specie*, and for the avoidance of doubt, includes any "distributions" as defined in the Companies Act;

“**Dividend Rate**” means a rate equal to the Dividend Rate Percentage of the ZAR-JIBAR-SAFEX plus the Margin;

“Dividend Rate Percentage” means:

- (a) prior to adjustment in accordance with the provisions of Condition 10.2 (Adjustment Events), 72% (seventy two percent); and
- (b) subsequent to adjustment in accordance with the provisions of Condition 10.2 (Adjustment Events), the new Dividend Rate Percentage determined in accordance with Condition 10.2 (Adjustment Events);

“Entity” means any juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, Joint Venture, trust, undertaking, voluntary association, body corporate and any similar entity;

“Equity Cure” has the meaning contemplated in 32.3 (Equity Cure);

“Existing Market Place Facility” means the £27,000,000 Facility Agreement entered into between HSBC Bank plc and Inception Holdings S.à r.l on or about 24 December 2013 (as amended and restated);

“Exit Event” means any one or more of the following event, circumstances or occurrences:

- (a) a Change of Control;
- (b) if any company in which a member of the Group holds any shares:
 - (i) is or becomes a Sanctioned Entity;
 - (ii) participates in any manner in any Sanctioned Transaction;
 - (iii) uses or will use the proceeds of any Preference Share for the purpose of financing or making funds available directly or indirectly to any person or entity which is currently a Sanctioned Entity or as part of a Sanctioned Transaction, to the extent such financing or provision of funds would currently be prohibited by Sanctions or would otherwise cause any person to be in breach of Sanctions;
 - (iv) contributes or will contribute or otherwise make available the proceeds of any Preference Share to any other person or entity for the purpose of financing the activities of any person or entity which is currently listed on a Sanctions List, to the extent such contribution or provision of proceeds would currently be prohibited by Sanctions or would otherwise cause any person to be in breach of Sanctions.

“Fee Letter” means a fee letter entered into or to be entered into on or about the Issue Date between the Preference Share Agent and the Issuer;

“Final Discharge Date” means, in respect of each Preference Shareholder, the date of expiry of a period of three years (or such period that SARS has extended such 3 year period in terms of section 99(3) or (4) of the Tax Administration Act, 2011) after the date on which the relevant Preference Shareholder is finally assessed for Tax in respect of all receipts and accruals pertaining to all or any Preference Shares at any time held by that Preference Shareholder;

“Final Redemption Date” means four years after the Issue Date;

“Finance Documents” means:

- (a) the Subscription Agreement;

- (b) the Programme Memorandum;
- (c) the Terms and Condition;
- (d) the Applicable Pricing Supplement;
- (e) a Hedging Agreement;
- (f) the Fee Letter;
- (g) each Compliance Certificate;
- (h) any other written agreement or document designated as a "Finance Document" by written agreement between the Issuer and the Preference Share Agent; and
- (i) any amendment agreement to any of the Finance Documents referred to in paragraphs (a) to (h) above,

and "**Finance Document**" means, as the context requires, any of them;

"**Financial Covenant**" each covenant contemplated in Condition 32.1 (Financial Condition);

"**Financial Half-Year**" means a period of 6 (six) calendar months commencing on the first day of each Financial Year;

"**Financial Quarter**" means each period of 3 (three) calendar months commencing 28 February, 31 May, 31 August and 30 November, respectively;

"**Financial Year**" means 28 February or such other date which is the Financial Year of the Issuer;

"**GBP**" or "**Pounds**" or "**£**" means the lawful currency of the United Kingdom;

"**Group**" means the Issuer and its Subsidiaries from time to time;

"**Hedging Agreement**" means any master agreement, confirmation, schedule or other agreement entered into by the Issuer for the purpose of hedging Preference Dividends payable under these Terms and Conditions or for the purpose of hedging the currency risks relating to the amounts payable by the Group to the Preference Holders;

"**Hedged Exchange Rate**" means the ZAR: GBP (ZAR per GBP) rate of exchange at which Tradehold will exchange ZAR amounts for GBP amounts, as set out in each Tradehold Hedging Agreement;

"**Holding Company**" means a "holding company" as defined in the Companies Act and any company, corporation or other juristic person that would be a Holding Company if it was a "company" as defined in the Companies Act;

"**IFRS**" means International Financial Reporting Standards within the meaning of International Accounting Standard Regulation 1606/2002;

"**Income Tax Act**" means the Income Tax Act, 1962;

"**Indebtedness**" means:

- (a) in respect of the Issuer, any indebtedness or liability (in each case, whether present or future, actual or contingent) incurred by the Issuer;

(b) in respect of any other Material Company, any Financial Indebtedness;

“Inception Treasury Transaction” means the GBP fixed for floating interest rate swap transaction entered into between Inception Holdings S.à r.l and HSBC Bank plc on 4 April 2014, concluded under the ISDA Master Agreement dated 3 April 2014, which will be novated to RMB by HSBC Bank plc;

“Insolvency Event” means, in relation to any person, any of the following events or circumstances:

- (a) it is dissolved or de-registered;
- (b) an order or declaration is made, or a resolution is passed, for the administration, custodianship, bankruptcy, liquidation, winding-up, judicial management, receivership, de-registration or dissolution (and, in each case, whether provisional or final) of it, its assets or its estate or an order or declaration is made, or a resolution is passed, to authorise the commencement of any business rescue proceeding in respect of it, its assets or its estate;
- (c) it convenes any meeting to consider the passing of a resolution for the administration, custodianship, bankruptcy, liquidation, winding-up, judicial management, receivership, de-registration or dissolution (and, in each case, whether provisional or final) of it, its assets or its estate or to authorise the commencement of any business rescue proceeding in respect of it, its assets or its estate;
- (d) it seeks the appointment of an administrator, liquidator (whether provisional or final), business rescue practitioner, conservator, receiver, custodian or other similar official for it or for all or substantially all its assets or estate;
- (e) it has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession or any such process is not dismissed, discharged, stayed or restrained, in each case within 30 (thirty) days thereafter;
- (f) it is unable (or admits inability) to pay its debts generally as they fall due or is (or admits to being) otherwise insolvent or stops, suspends or threatens to stop or suspend payment of all or a material part of its Indebtedness or proposes or seeks to make or makes a general assignment or any arrangement or composition with or for the benefit of its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of its Indebtedness;
- (g) it takes any proceeding or other step with a view to the general readjustment, rescheduling or deferral of its Indebtedness (or any part thereof which it would otherwise be unable to pay when due) or proposes to take any such step;
- (h) any receiver, administrative receiver, judicial receiver, judicial manager, administrator, compulsory manager, judicial custodian, trustee in bankruptcy, liquidator, business rescue practitioner or the like is appointed in respect of it, its estate or any material part of its assets or it requests any such appointment;
- (i) it commits any act which, if such act was committed by a natural person, would be an act of insolvency within the meaning of section 8 of the Insolvency Act, 1936 or any equivalent legislation in any jurisdiction to which such person is subject;
- (j) it is or is deemed by any authority or legislation to be Financially Distressed (as defined in the Companies Act);

- (k) it causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction, has an analogous effect to any of the events specified in paragraphs (a) to (j) above; or
- (l) takes any action in furtherance of, or indicating its consent to, approval of, or acquiescence in, any of the foregoing acts;

“**Insurances**” means any contract of insurance required under Clause 34.7 (Insurances).

“**Intercompany Loan**” means:

- (a) the Market Place Facility;
- (b) the Portfolio Properties Facility;
- (c) any other loan made by Tradegro to another Material Company (other than the Issuer) with the proceeds from the loans under the Market Place Facility or the Portfolio Property Facility;
- (d) any other loan made by Material Company to another Material Company with the prior written consent of the Preference Share Agent;

“**Interest Cover Ratio**” means, at any date, passing rental as a percentage of finance costs at that date. For the purposes of this definition:

- (a) “**boutique lease agreement**” means a lease agreement entered into with Boutique Workplace as tenant;
- (a) “**Boutique Workplace**” means The Boutique Workplace Company Limited, a company incorporated under the laws of England and Wales under company number 09411671;
- (b) “**calculation period**” means each Measurement Period;
- (c) “**finance costs**” means:
 - (i) in respect of the Properties of the Group, the aggregate amount of interest paid by such members of the Group and any Preference Dividends paid by the Issuer during any calculation period in respect of which passing rental has been calculated;
 - (ii) in respect of the Market Place Property, the aggregate amount of interest paid to the Issuer under the Market Place Facility during any calculation period in respect of which passing rental has been calculated; and
 - (iii) in respect of the Portfolio Properties, the aggregate amount of interest paid to the Issuer under the Portfolio Properties Facility during any calculation period in respect of which passing rental has been calculated;
- (d) “**passing rental**” means, as at any date, the passing net rental income that was received on a regular quarterly basis by the owners of the Properties, the Market Place Properties or the Portfolio Properties, as the case may be, under the Lease Documents during the calculation period ending on that date;
- (e) in calculating finance costs any amount paid or received by the Material Companies during the relevant calculation period under any Hedging Agreements will be taken into account;

- (f) in calculating passing rental:
- (i) net rental income will be ignored if paid by a tenant that is a Material Company or affiliated or related to a Material Company (other than rental income in respect of a boutique lease agreement);
 - (ii) net rental income will be reduced by the amount of any deduction or withholding for or on account of Tax from that net rental income; and
 - (iii) net rental income will be reduced by the amounts (together with any related VAT):
 - (A) of ground rent, rates and insurance premia; and
 - (B) in respect of costs and expenses incurred in complying with applicable laws and regulations relating to any Property;to the extent that any of those items are not funded by any tenant, by way of Tenant Contributions or otherwise, under the Lease Documents (including as a result of any lettable space in any Property being vacant);

“Issuer Interest Cover Ratio” means, at any date, the Interest Cover Ratio in respect of all the Properties of the Group;

“Issuer LTV” means, on any day, the ratio of:

- (a) the aggregate Total Debt of each member of the Group; to
- (b) the sum of the market value of all the Properties held by the Group (determined in accordance with the most recent Valuation of the Properties at that time);

“Issuer MOI” means the Constitutional Documents of the Issuer;

“Joint Venture” means any joint venture entity, whether a company, unincorporated firm, undertaking, association, joint venture or partnership or any other entity;

“Lease Document” means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or

any other document designated as such by the Preference Share Agent and the Issuer.

“Market Place Facility” means the term loan facility made available by the Issuer to Tradegro on or about the Programme Date for the Rand equivalent of £44,330,000 (forty four million three hundred and thirty thousand Pounds Sterling);

“Market Place Guarantee” means the guarantee agreement entered into by Inception Holdings S.à.r.l in favour of the Issuer on or about the Programme Date in relation to the Market Place Facility;

“Market Place Interest Cover Ratio” means, at any date, the Interest Cover Ratio in respect of the Market Place Property;

“Market Place LTV” means, on any day, the ratio of:

- (a) the total outstanding loans under the Market Place Facility;

- (b) the market value of the Market Place Property (determined in accordance with the most recent Valuation of the Properties at that time);

“**Market Place Property**” means the property known as the Market Place Shopping Centre, Bridge Street, Bolton registered under title numbers GM485110 and MAN28081 and owned by Inception Holdings S.à r.l.;

“**Material Adverse Change**” means an occurrence or circumstance which has or is reasonably likely to have, a material adverse effect on:

- (a) the business, operations, property or condition (financial or otherwise) of the Issuer, a Material Company or the Group taken as a whole;
- (b) the ability of the Issuer to perform obligations under the Finance Documents or the ability of any Material Company to perform its payment obligations under any Transaction Agreement; or
- (c) the validity or enforceability of the Transaction Documents or the validity or enforceability of the rights or remedies of the Preference Shareholder under any of the Finance Documents;

“**Material Company**” means:

- (a) the Issuer;
- (b) Tradegro;
- (c) London Office S.à r.l.;
- (d) Moorgarth Property Investments Limited;
- (e) Moorgarth Properties Limited;
- (f) Moorgarth Retail Limited;
- (g) Inception Holdings S.à r.l.;
- (h) any other member of the Group to whom funding is made available by any other Material Company from the proceeds of an issue of Preference Shares under the Programme;

“**Measurement Date**” means the last day of each Financial Half Year and the last day of each Financial Year;

“**Measurement Period**” means each consecutive period of 12 (twelve) Months ending on each Measurement Date;

“**Month**” means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month;

“**N** Preference Shares” means non-convertible, non-participating, non-transferable redeemable preference shares with a par value of R0.01 (one cent) each in the share capital of the Issuer;

“**Net Asset Value**” means, at each Measurement Date, the consolidated intrinsic net asset value of the Group before Tax, as determined by reference to the most recent financial statements of the Group and/or any Compliance Certificate delivered by Issuer;

“**New Equity**” means the proceeds of a subscription for shares in the Issuer or other form of equity contribution to the Issuer for purposes of an Equity Cure;

“**New Shareholder Debt**” means any loan made by the Shareholders to the Issuer for purposes of an Equity Cure provided that:

- (a) such loan is subordinated to the claims of the Preference Shareholders in a form and substance acceptable to the Preference Share Agent;
- (b) the repayment date of the shareholder loan is a date after the Final Redemption Date;

“**Occupational Lease**” means any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject and includes any guarantee of a tenant’s obligations under the same;

“**Original Financial Statements**” means:

- (a) in relation to the Issuer, the audited financial statements of the Issuer for the financial year ended 28 February 2017;
- (b) in relation to each Material Company, its audited (to the extent that they are required to be audited) financial statements for its financial year ended 28 February 2017;

“**Original Jurisdiction**” means, in relation to the Issuer, the jurisdiction under whose laws the Issuer is incorporated as at the Issue Date;

“**Other Shares**” means any shares of any class of the Issuer (other than the Preference Shares);

“**Outstanding Preference Shares Obligations**” means, at any time and without double counting, an amount equal to the aggregate of:

- (a) the Issue Price of each Unredeemed Preference Share at that time;
- (b) any outstanding Scheduled Preference Dividends at that time;
- (c) any outstanding Additional Preference Dividends at that time;
- (d) any outstanding Refinance Preference Dividends at that time;
- (e) any outstanding Breakage Preference Dividends at that time;
- (f) any outstanding Penalty Preference Dividends at that time;
- (g) any other amount due and payable and unpaid by the Issuer in accordance with these Terms and Conditions and the Subscription Agreement at that time;

“**Participating Member State**” means any member state of the European Union that has the euro as its lawful currency in accordance with legislation of the European Union relating to Economic and Monetary Union;

“Parties” means:

- (a) the Issuer;
- (b) the Preference Share Agent
- (c) each Preference Shareholder for so long as it is a holder of Preference Shares,

and **“Party”** means, as the context requires, any one of them;

“Permitted Alterations” means:

- (a) non-structural alterations to a Property;
- (b) alterations (including structural alterations) to a Property which are consistent with the usual course of the business being run from the Property and:
 - (i) do not have any adverse impact on the structural integrity of the Property; and
 - (ii) do not reduce the Market Value of the Property; and
 - (iii) do not exceed £500,000 or (when aggregated with all other works carried out at the Property since the date of the adoption of these Amended and Additional Terms and Conditions do not exceed £1,000,000).
- (c) alterations or additions to service media which:
 - (i) do not have any adverse impact on the structural integrity of the Property; and
 - (ii) do not reduce the Market Value of the Property or reduce Rent being paid from the Property (other, in each case, where the reduction is immaterial); and
- (d) alterations or additions required by law;

“Permitted Trade Credit” means trade credit which:

- (a) is payable within 90 (ninety) days;
- (b) is entered into in the ordinary course of the day-to-day business of the relevant entity; and
- (c) is on the relevant supplier’s standard terms;

“Portfolio Companies” means London Office S.à r.l, Moorgarth Property Investments Limited, Moorgarth Properties Limited and Moorgarth Retail Limited;

“Portfolio Guarantee” means the guarantee agreement entered into between the Portfolio Companies in favour of the Issuer on or about the Programme Date in relation to the Portfolio Properties Facility;

“Portfolio Properties” means the properties situated at the following addresses:

- (a) 24 Lime Street, EC3M 7HS registered under title number NGL699544, London owned by London Office S.à.r.l (**“24 Lime Street”**);
- (b) 25 – 26 Lime Street, EC3M 7HR registered under title number LN41081,, London owned by London Office S.à.r.l (**“25 – 26 Lime Street”**);

- (c) Wilmington Grove owned by Moorgarth Property Investments Limited; and
- (d) Berwick-Upon-Tweed owned by Moorgarth Properties Limited;
- (e) the property known as Rutherglen Shopping Centre, Glasgow, being ALL and WHOLE (FIRST) the tenant's interest in the subjects known as and forming Mitchell Arcade, Main Street, Rutherglen, G73 2LS registered in the Land Register of Scotland under Title Number LAN83664; (SECOND) the subjects known as and forming 214/218 Main Street, Rutherglen, G73 2HS registered in the Land Register of Scotland under Title Number LAN41870; (THIRD) the tenant's interest in the subjects known as and forming 222, 226, 228, 230, 232, 234, 236, 238 and 240 Main Street, Rutherglen, G73 2HP registered in the Land Register of Scotland under Title Number LAN27808 ("**Rutherglen (leasehold)**"), and owned by Moorgarth Retail Limited;
- (f) the property known as Rutherglen Shopping Centre, forming 210, 212, 222, 224, 226, 228, 230, 232, 234, 236, 238 and 240 Main Street, Rutherglen, Glasgow, G73 2HP and Mitchell Arcade, Rutherglen, Glasgow registered in the Land Register of Scotland under Title Number LAN223647 ("**Rutherglen (heritable)**"), and owned Moorgarth Property Investments Limited;
- (g) Barrhead owned by Moorgarth Property Investments Limited;
- (h) Johnstone owned by Moorgarth Property Investments Limited
- (i) Girvan owned by Moorgarth Property Investments Limited;

"**Portfolio Properties Facility**" means the term loan facility made available by the Issuer to Tradegro on or about the Programme Date for the Rand equivalent of £18,638,000 (eighteen million six hundred and thirty eight thousand Pounds Sterling);

"**Portfolio Properties Interest Cover Ratio**" means, at any date, the Interest Cover Ratio in respect of all the Portfolio Properties;

"**Portfolio Properties LTV**" means, on any day, the ratio of:

- (a) the total outstanding loans under the Portfolio Properties Facility;
- (b) the aggregate market value of the Portfolio Properties (determined in accordance with the most recent Valuation of the Properties at that time);

"**Potential Trigger Event**" means, in relation to any Preference Share, any event or circumstance which would (with the expiry of a grace period, the giving of notice, the making of any determination under any Finance Document or any combination of the foregoing) be a Trigger Event;

"**Preference Share Agent**" means RMB, or such other agent for the Preference Shareholders as appointed by the Preference Shareholders;

"**Preference Share Purchase Transaction**" means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or

- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Preference Share or amount outstanding under the Terms and Conditions;

“**Preference Shares**” means preference shares in the Issuer, issued in accordance with the Subscription Agreement, the terms of which are set out in the Terms and Conditions, and “**Preference Share**” means, as the context requires, any one of them;

“**Property**” means each property owned by a member of the Group, and “**Properties**” means, as the context requires, all of them;

“**Property Company**” means each member of the Group which holds any Property;

“**R**” or “**Rand**” or “**ZAR**” means the lawful currency of South Africa;

“**Refinance Dividend Date**” shall have the Refinance Preference Dividend, the date contemplated same meaning specified in Condition in Condition 7.6.1;

“**Refinance Preference Dividend**” means a preference cash dividend in respect of each Preference Share redeemed from the proceeds of a Refinancing, in an amount equal to:

- (a) if the Preference Share is redeemed before the first anniversary of the Issue Date, 3% (three percent) of the Issue Price of each Preference Share redeemed, divided by the number of Unredeemed Preference Shares;
- (b) if the Preference Share is redeemed on or after the first anniversary of the Issue Date but before the second anniversary of the Issue Date, 2% (two percent) of the Issue Price of each Preference Share redeemed, divided by the number of Unredeemed Preference Shares;
- (c) if the Preference Share is redeemed on or after the second anniversary of the Issue Date but before the fourth anniversary of the Issue Date, 1% (one percent) of the Issue Price of each Preference Share redeemed, divided by the number of Unredeemed Preference Shares;

“**Register**” means the “securities register” of the Issuer required to be established in terms of section 50(1) of the Companies Act;

“**Release Document**” means each of the following documents:

- (a) the deed of release between HSBC Bank plc, Inception Holdings S.à r.l, Moorgarth Group Limited, Europrop Holdings Limited and Tauri Holdings S.à r.l;
- (b) the deed of release given by the Issuer in favour of London Office S.à r.l, Moorgarth Properties Limited and Moorgarth Property Investments Limited;
- (c) the deed of release given by FirstRand Bank Limited (acting through its Rand Merchant Bank division) in favour of London Office S.à r.l, RSP Investments Limited; and River Street Properties Limited;
- (a) the discharge by the Issuer in favour of Moorgarth Retail Limited in respect of Rutherglen (leasehold);
- (b) the discharge by the Issuer in favour of Moorgarth Property Investments Limited in respect Johnstone;

- (c) the discharge by the Issuer in favour of Moorgarth Property Investments Limited in respect of Girvan;
- (d) the discharge by the Issuer in favour of Moorgarth Property Investments Limited in respect of Barrhead;
- (e) the discharge by the Issuer in favour of Moorgarth Property Investments Limited in respect of Rutherglen (heritable);
- (f) the retrocession of assignment of rents by by the Issuer in favour of Moorgarth Property Investments Limited in respect of Rutherglen (heritable);
- (g) the retrocession of assignment of rents by by the Issuer in favour of Moorgarth Property Investments Limited in respect of Barrhead;
- (h) the retrocession of assignment of rents by by the Issuer in favour of Moorgarth Retail Limited in respect of Rutherglen (leasehold);
- (i) the retrocession of assignment of rents by by the Issuer in favour of Moorgarth Property Investments Limited in respect of Johnstone;
- (j) the retrocession of assignment of rents by by the Issuer in favour of Moorgarth Property Investments Limited in favour of the Issuer in respect of Girvan;

“**Repeating Representations**” shall have the same meaning specified in Condition 30.21.2.1;

“**Repetition Date**” shall have the same meaning specified in Condition 30.21.2.2;

“**Representations**” means the representations and warranties given by the Issuer in favour of the Preference Shareholders as set out in Condition 30 (Representations and Warranties);

“**Reserve Account**” means a non- interest bearing bank account held by the Issuer with the Account Bank with such bank account details as will be notified to the Issuer by the Account Bank, and as the same may be re-designated, substituted or replaced from time to time by the Issuer with the prior consent of the Preference Share Agent;

“**Restricted Period**” means in respect of this tranche of Preference Shares, the period commencing on the Issue Date of the Preference Shares and terminating on the third anniversary of the Issue Date (both dates inclusive);

“**RMB**” means FirstRand Bank Limited (acting through its Rand Merchant Bank division);

“**Sanctioned Entity**” means:

- (a) a person, country or territory which is listed on a Sanctions List or is subject to Sanctions;
- (b) a person which is ordinarily resident in a country or territory which is listed on a Sanctions List or is subject to Sanctions;

“**Sanctioned Transaction**” means the use of the proceeds of the Preference Shares for the purpose of financing or providing any credit, directly or indirectly, to:

- (a) a Sanctioned Entity; or

- (b) any other person or entity, if a Material Company has actual knowledge that the person or entity proposes to use the proceeds of the financing or credit for the purpose of financing or providing any credit, directly or indirectly, to a Sanctioned Entity,

in each case to the extent that to do so is prohibited by, or would cause any breach of, Sanctions;

“**Sanctions**” means trade, economic or financial sanctions, laws, regulations, embargoes or restrictive measures imposed, administered or enforced from time to time by any Sanctions Authority;

“**Sanctions Authority**” means:

- (a) the United Nations;
- (b) the European Union;
- (c) the Council of Europe (founded under the Treaty of London, 1946);
- (d) the government of the United States of America (“**US**”); or
- (e) the government of the United Kingdom;
- (f) the government of the Republic of France;
- (g) the government of Australia;

and any of their governmental authorities, including, without limitation, the Office of Foreign Assets Control for the US Department of Treasury (“**OFAC**”), the US Department of Commerce, the US State Department or the US Department of the Treasury, Her Majesty’s Treasury (“**HMT**”) and the French Ministry of Finance (“**MINEFI**”);

“**Sanctions List**” means:

- (a) the Specially Designated Nationals and Blocked Persons List maintained and published by OFAC; or
- (b) the Consolidated List of Financial Sanctions Targets and the Investments Ban List maintained by HMT,

and any similar list maintained and published, or a public announcement of a Sanctions designation made, by any Sanctions Authority, in each case as amended, supplemented or substituted from time to time;

“**Scheduled Redemption Date**” means each date specified in Column 1 of the table contemplated in the definition of Scheduled Preference Shares;

“**Scheduled Preference Shares**” means, in respect of each Scheduled Redemption Date, the number of Preference Shares specified opposite such date in Column 2 of the table below:

| Column 1 | Column 2 |
|---|------------------------------------|
| Scheduled Redemption Date | Scheduled Preference Shares |
| 36 Months and 1 (one) Business Day after the Issue Date | 61,279 |

| | |
|--------------------------------|-----------|
| 42 Months after the Issue Date | 12,483 |
| Final Redemption Date | 1,061,028 |

“**Scheduled Reserve Amount**” means, in respect of each Scheduled Reserve Date, the amounts specified opposite such date in Column 2 of the table below:

| Column 1 | Column 2 |
|--------------------------------|---------------------------------|
| Scheduled Reserve Date | Scheduled Reserve Amount |
| 6 Months after the Issue Date | 9,078,320 |
| 12 Months after the Issue Date | 9,078,320 |
| 18 Months after the Issue Date | 10,213,110 |
| 24 Months after the Issue Date | 10,213,110 |
| 30 Months after the Issue Date | 11,347,900 |
| 36 Months after the Issue Date | 11,347,900 |

“**Scheduled Reserve Date**” means each date specified in Column 1 of the table contemplated in the definition of Scheduled Reserve Amount;

“**Security**” means:

- (a) any mortgage, charge (whether fixed or floating), pledge, lien, assignment or cession conferring security, hypothecation, security interest, preferential right or trust arrangement or other encumbrance securing any obligation of any person;
- (b) any arrangement under which money or claims to, or for the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person;
- (c) any other security interest of any kind whatsoever, or any agreement to sell or otherwise Dispose of any asset, on terms whereby such asset is or may be leased or reacquired or acquired; or
- (d) any other type of preferential agreement or arrangement (including any title transfer and retention arrangement), the effect of which is the creation of a security interest;

“**Security Charge**” means each of the following fixed charges, standard securities and assignation of rent:

- (a) the fixed charge granted or to be granted by Moorgarth Properties Limited in favour of the Issuer over Berwick-Upon-Tweed;
- (b) the fixed charge granted or to be granted by Moorgarth Property Investments Limited in favour of the Issuer over Wilmington Grove;
- (c) the fixed charge granted by London Office S.à.r.l in favour of the Issuer over 24 Lime Street and 25-26 Lime Street;

- (d) the fixed charge granted or to be granted by Inception Holdings S.à.r.l in favour of the Issuer over the Market Place Property;
- (e) the standard security by Moorgarth Retail Limited in favour of the Issuer over Rutherglen (leasehold);
- (f) the standard security by Moorgarth Property Investments in favour of the Issuer over Johnstone;
- (g) the standard security by Moorgarth Property Investments in favour of the Issuer over Girvan;
- (h) the standard security by Moorgarth Property Investments in favour of the Issuer over Barrhead;
- (i) the standard security by Moorgarth Property Investments in favour of the Issuer over Rutherglen (heritable);
- (j) the assignation of rents by Moorgarth Property Investments in favour of the Issuer in respect of Rutherglen (heritable);
- (k) the assignation of rents by Moorgarth Property Investments in favour of the Issuer in respect of Barrhead;
- (l) the assignation of rents by Moorgarth Retail Limited in favour of the Issuer in respect of Rutherglen (leasehold);
- (m) the assignation of rents by Moorgarth Property Investments in favour of the Issuer in respect of Johnstone;
- (n) the assignation of rents by Moorgarth Property Investments in favour of the Issuer in respect of Girvan;
- (o) any other fixed charge, standard security or assignation of rents granted or to be granted by a Material Company in favour of another Material Company for purposes of securing an Intercompany Loan;

“**Shareholder**” means the holders of ordinary shares in the Issuer from time to time;

“**South Africa**” means the Republic of South Africa;

“**Subscription Agreement**” means the Preference Shares Subscription Agreement entered into between, among others, the Preference Share Agent and the Issuer on or about the Programme Date pursuant to which the Issuer issues the Preference Shares;

“**Swiss Branch**” means the Swiss Finance Branch of Tradegro, with identification number CHE-109.980.352, and with its registered address at Bahnhofstrasse 30, 6300 Zug, Switzerland;

“**Tax**” means all and any taxes and levies of whatever nature, including income tax, capital gains tax, dividend tax, VAT, value extraction tax, stamp duties, STT, levies, assessments, imposts, deductions, charges and withholdings whatsoever in terms of any tax legislation, and includes all penalties, fines, additional tax or interest payable as a consequence of any failure or delay in paying any Taxes;

“**Tenant Contributions**” means any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of:

- (a) contribution to:
- (i) ground rent;
 - (ii) insurance premia;
 - (iii) the cost of an insurance valuation;
 - (iv) a service or other charge in respect of a Material Company's costs under or in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
 - (v) a reserve or sinking fund; or
- (b) VAT.

“**Term**” means the period commencing on the Issue Date and ending on the Discharge Date;

“**Terms and Conditions**” means the preferences, rights, limitations and other terms associated with the Preference Shares, being those preferences, rights, limitations and other terms set out in the section of Programme Memorandum headed “Terms and Conditions”, this Applicable Pricing Supplement, which the Board has determined in terms of the Authorising Resolution and in accordance with section 36(3)(d) of the Companies Act, will be associated with the Preference Shares;

“**Titan Premier**” means Titan Premier Investments Proprietary Limited, a company incorporated under the laws of South Africa with registration number 1979/000776/07;

“**Total Debt**” means the aggregate of all Indebtedness of the Group;

“**Tradegro**” means Tradegro S.à r.l, a company incorporated under the law of the Grand-Duchy of Luxembourg with registration number B 149.807, with a share capital of £108,217,462 and acting, where applicable, through its duly authorised Swiss Branch;

“**Transaction Agreement**” means:

- (a) the Portfolio Properties Facility;
- (b) the Market Place Facility;
- (c) the Portfolio Guarantee and the Market Place Guarantee;
- (d) each Security Charge;
- (e) any other agreement designated as a Transaction Agreement between the Issuer and the Preference Share Agent;

“**Transaction Documents**” means the Transaction Agreements and the Finance Documents;

“**Unspecified Shares**” means redeemable preference shares of no par value, as envisaged in section 36(1)(d) of the Companies Act, other than the Preference Shares, having the rights, privileges, restrictions and conditions as determined by the Board upon issue thereof, but which are intended to rank in priority to the “N” Preference Shares and Ordinary Shares in respect of dividends and on a winding up;

“**Valuation**” means a valuation of a Property or, as the context requires, the Properties either by the Valuer or by the management of a Material Company;

“**Valuer**” means Knight Frank, CB Richard Ellis, Savills, Jones Lang Lasalle, Strutt & Parker or any other surveyor or valuer appointed by the Preference Share Agent (in consultation with the Issuer) provided that the Preference Share Agent may, by notice in writing to the Issuer from time to time, designate any additional person or entity as a Valuer or determine that any person or entity is no longer a Valuer;

“**VAT**” means value added tax as levied in terms of the Value Added Tax Act, 1991 and any other Tax of a similar nature; and

“**Weighted Hedged Exchange Rate**” means, in respect of each Measurement Period, the amount weighted average Hedged Exchange Rate during that particular Measurement Period in accordance with the provisions of the Hedging Agreement, determined in the event of a dispute between the Issuer and any Preference Shareholder or if, at any time during the relevant Measurement Period no valid or enforceable Hedging Agreement is in place, by the Preference Share Agent, acting as an expert, not as an arbitrator.

39.2 Interpretation

39.2.1 Unless inconsistent with the context or a contrary indication appears, any reference in these Terms and Conditions to:

39.2.2 any “**Preference Shareholder**”, the “**Preference Share Agent**” or any “**Party**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

39.2.3 “**assets**” includes present and future assets, properties, revenues and rights of every description;

39.2.4 “**audited**” means, in respect of any financial statements, those financial statements as audited by the auditors;

39.2.5 “**authority**” includes any court or any governmental, intergovernmental or supranational body, agency, department or any regulatory, self-regulatory or other authority;

39.2.6 a “**Finance Document**” or “**Transaction Document**” or any other agreement or instrument includes (without prejudice to any prohibition on amendments) all amendments (however fundamental) to, or novations of, that Finance Document or other agreement or instrument, including any amendment or novation providing for any increase in the amount of a facility or any additional facility or replacement facility;

39.2.7 the use of the word “**including**” or the phrase “**in particular**” followed by specific examples will not be construed as limiting the generality of the words preceding it, and the *eiusdem generis* rule must not be applied in the interpretation of such general words or such specific examples;

39.2.8 “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;

39.2.9 in the opinion of the Preference Share Agent or approved by the Preference Share Agent or to the satisfaction of the Preference Share Agent or words to that effect shall mean the Preference Share Agent acting in accordance with the instructions of the relevant majority of Preference Shareholders;

39.2.10 the words “**other**” and “**otherwise**” shall not be construed *eiusdem generis* with any foregoing words where a wider construction is possible;

39.2.11 a “**person**” includes any individual or Entity;

- 39.2.12 “**security interest**” means any agreement or arrangement having the effect of creating a security interest or right of possession including any mortgage, charge (whether fixed or floating), pledge, cession, cession *in securitatem debiti*, lien, lease, right of retention, right of set-off or claim (but excluding any right of set-off, consolidation, merger or combination of accounts arising in favour of a banker by operation of law), hypothecation, assignment, security interest, title retention, trust arrangement, preferential arrangement or encumbrance whatever, however created or arising;
- 39.2.13 “**repay**” (or any derivative form of that word) includes “**prepay**” (or any derivative form of that word);
- 39.2.14 a provision of law is a reference to that provision as amended or re-enacted from time to time;
- 39.2.15 a time of day shall be construed as a reference to Johannesburg time;
- 39.2.16 where any party is required to provide any consent, approval or to agree to the actions of any other party, the request for such consent, approval or agreement shall be made in writing and such consent, approval or agreement shall be in writing; and
- 39.2.17 where any party is required, entitled or obliged to provide a notice to any other party, such notice shall be in writing.
- 39.2.18 A Potential Trigger Event is “**continuing**” if it has not been remedied (within the time period provided for the remedy of such Potential Trigger Event in the Terms and Conditions or any other Finance Document, if applicable, or any extension of time allowed by the Preference Share Agent) or waived in writing by the Preference Share Agent and any waiver shall not take effect unless any conditions of such waiver have been fulfilled to the satisfaction of the Preference Share Agent.
- 39.2.19 Where figures are referred to in numerals and in words in these Terms and Conditions, if there is any conflict between the two, the words shall prevail.

39.3 **Preference Shareholders’ Rights and Obligations**

- 39.3.1 The obligations of each Preference Shareholder under the Finance Documents are several. Failure by a Preference Shareholder to perform its obligations under the Finance Documents does not affect the obligations of any other Preference Shareholder under the Finance Documents. No Preference Shareholder is responsible for the obligations of any other Preference Shareholder under the Finance Documents.
- 39.3.2 The rights of each Preference Shareholder under or in connection with the Finance Documents are separate and independent rights and any debt or obligation arising under the Finance Documents to a Preference Shareholder from the Issuer shall be a separate and independent debt or obligation.
- 39.3.3 A Preference Shareholder may, except as otherwise stated in the Finance Documents, separately enforce its rights under the Finance Documents.
- 39.3.4 The Preference Share Agent shall not be the agent or trustee of the Issuer under or in relation to any Finance Document.