

GUARANTEE

given by

ABSA BANK LIMITED
(in its capacity as Guarantor)

to and in favour of

IMPUMELELO CP NOTE PROGRAMME 1 (RF) LIMITED
(in its capacity as Issuer)

and

THE NOTEHOLDERS OF SERIES 1

in respect of the serialised note programme of iMpumelelo CP Note Programme 1 (RF) Limited
Absa Guaranteed Notes Series (Series 1)



TABLE OF CONTENTS

1	INTERPRETATION.....	1
2	INTRODUCTION.....	6
3	STIPULATIO ALTERI.....	6
4	GUARANTEE.....	7
5	DURATION.....	9
6	REINSTATEMENT	11
7	RENUNCIATION OF BENEFITS	11
8	WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS.....	12
9	GUARANTOR UNDERTAKING.....	14
10	EVENT OF DEFAULT UNDER AN ACQUIRED ASSET.....	15
11	REPURCHASE OPTION	16
12	UNDERTAKINGS OF THE ADMINISTRATOR AND THE SECURITY SPV.....	17
13	PAYMENTS.....	18
14	SEVERABILITY.....	18
15	GOVERNING LAW AND JURISDICTION	19
16	GENERAL	19

ANNEXURES

ANNEXURE A - REQUEST TO PURCHASE DEFAULTED ASSET



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THE NOTEHOLDERS OF SERIES 1

1 INTERPRETATION

In this Agreement, unless the context clearly indicates a contrary intention –

- 1.1 the Common Terms Agreement, signed by, among others, the parties to this Guarantee (as may be amended, varied or substituted from time to time with the consent of all the parties to such Common Terms Agreement) is expressly and specifically incorporated into this Guarantee and, accordingly, the terms and provisions of, the Common Terms Agreement (as so amended, varied or substituted) shall, except where the context otherwise requires, form part of this Guarantee;
- 1.2 terms and conditions not separately defined in this Guarantee shall, in this Guarantee, bear the meanings given to them in the Terms and Conditions of the Notes set out in the Programme Memorandum, dated on or about 17 August 2015, as amended, novated or substituted from time to time (the "**Programme Memorandum**") and the Series Supplement;



- 1.3 headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, a word or expression which denotes –
- 1.3.1 any gender shall include the other genders;
- 1.3.2 a natural person shall include an artificial or juristic person and *vice versa*;
- 1.3.3 the singular shall include the plural and *vice versa*;
- 1.4 the following words and expressions shall bear the meanings assigned to them below and cognate words and expressions shall bear corresponding meanings –
- 1.4.1 **"Acquired Asset"** - any loan, bond, note, debenture, credit linked note or other debt security acquired, subscribed for or invested in by the Issuer under an Acquisition Agreement;
- 1.4.2 **"Acquired Asset Event of Default"** – any non-payment or shortfall payment of any amount whether in respect of interest or principal or otherwise, due and payable in respect of any Acquired Asset, any restructure in respect of any Acquired Asset and any other event or circumstance specified as such in the underlying documentation evidencing or constituting such Acquired Asset;
- 1.4.3 **"Acquisition Agreement"** – in relation to Series 1, the written acquisition agreement concluded between, *inter alia*, the Issuer, the Seller and the Security SPV in terms of which the Issuer may acquire Acquired Assets from that Seller from time to time;
- 1.4.4 **"Common Terms Agreement"** - the written common terms agreement in relation to Series 1 concluded on or about 29 July 2015 between, *inter alia*, the Issuer, Bowwood and Main No. 103 Proprietary Limited (to be renamed iMpumelelo Security SPV 1 (RF) Proprietary Limited), Absa Bank Limited, acting through its Corporate and Investment Banking division (in its capacity as Administrator, Arranger, Dealer, Transfer Agent, Paying Agent, Calculation Agent, Account Bank, GIC Provider, Preference



Shareholder) and TMF Corporate Services (South Africa) Proprietary Limited (in its capacity as trustee for the time being of the Issuer Owner Trust and the Security SPV Owner Trust);

- 1.4.5 **"Creditors"** – collectively, the Issuer and the Noteholders of Series 1;
- 1.4.6 **"Debtor"** – in respect of –
 - 1.4.6.1 the guarantee furnished to the Noteholders, the Issuer; and
 - 1.4.6.2 in respect of the guarantee furnished to the Issuer, the obligor under the relevant Acquired Asset;
- 1.4.7 **"Guarantee"** – the guarantee set out in this document and the annexures hereto (if any);
- 1.4.8 **"Guaranteed Obligations"** – the Noteholder Guaranteed Obligations and the Issuer Guaranteed Obligations, as the case may be;
- 1.4.9 **"Guarantor"** – Absa Bank Limited (registration number 1986/004794/06), a company duly registered and incorporated in accordance with the laws of the RSA and registered as a bank under the Banks Act;
- 1.4.10 **"Insolvency Event"** in relation to any person or entity - the occurrence of any of the following events or circumstances –
 - 1.4.10.1 a meeting of that person or entity being convened to consider or pass a resolution, or a declaration is made in respect of that person or entity, a petition is presented in respect of that person or entity, legal proceedings are commenced by or in respect of that person or entity or any other step is taken, for the provisional or final winding-up, curatorship or dissolution of such person's or entity's assets, undertaking, business or estate, or with a view to a composition, assignment or arrangement with such person's or entity's creditors;



- 1.4.10.2 such person or entity being or becoming unable (or admitting its inability) to pay its debts generally as they fall due or being (or admitting to being) otherwise insolvent or stopping, suspending or threatening to stop or suspend payment of all or a material part of its debts or making a general assignment or arrangement or composition with, or for the benefit of, its creditors (or any class of them) or a moratorium is agreed or declared in respect of, or affecting, all or any part of its indebtedness;

- 1.4.10.3 such person or entity commencing negotiations or taking any proceeding or other step with a view to the general readjustment, rescheduling or deferral of its indebtedness (or any part thereof) in circumstances where it is unable to meet its obligations as and when they fall due, or such person or entity proposing to commence any such negotiations or take any such steps;

- 1.4.10.4 such person's or entity's liabilities (fairly valued) exceed its assets (fairly valued);

- 1.4.10.5 any business rescue proceedings under the Companies Act being commenced against it or a resolution being proposed to place that person or entity under business rescue supervision under the Companies Act at any duly convened meeting of the shareholders or board of directors of that entity;

- 1.4.10.6 any liquidator, curator, business rescue practitioner or similar officer being appointed in respect of such person or entity or any part of its assets, undertaking, business or estate or such person or entity (or of any organ or body of that person or entity) requests such appointment;

- 1.4.10.7 that person or entity ceasing to be in a position to pay its debts and meet its other obligations as and when they fall due in the ordinary course of business;



- 1.4.10.8 such person or entity committing any act which, if it were a natural person, would be an act of insolvency as contemplated in the Insolvency Act, 1936;
- 1.4.10.9 a certificate in terms of section 346(3) of the Companies Act, 61 of 1973, (read together with Schedule 5 of the Companies Act) being issued by any Master of the High Court of the RSA in relation to such person or entity;
- 1.4.10.10 any event occurring or circumstance arising which is analogous to any of the events referred to in 1.4.10.1 to 1.4.10.9 (both clauses inclusive);
- 1.4.11 **"Issuer Guaranteed Obligations"** – any and all payment obligations and actual and contingent liabilities for the payment of costs, expenses and/or damages which the Issuer has or may incur under any Series Transaction Document and/or resulting from any Liquidity Shortfall;
- 1.4.12 **"Liquidity Shortfall"** – any shortfall existing on any maturity date of any Note (as specified in the Applicable Pricing Supplement), constituting the difference between –
- 1.4.12.1 the aggregate Principal Amount of Notes maturing on that maturity date; and
- 1.4.12.2 the aggregate net Issue Price of those Notes (if any) which the Issuer is able to issue on that maturity date,
- provided that reason for such shortfall is a Payment Mismatch;
- 1.4.13 **"Noteholder Guaranteed Obligations"** - any and all payment obligations which the Issuer now has, or may from time to time in the future have, to the Noteholders of Series 1 (including contingent obligations, obligations to pay damages as a result of a breach and any other payment obligations whatsoever) in terms of, or arising as a result of the occurrence of an Event of Default referred to in Condition 11 of the Terms and Conditions of the Notes;



- 1.4.14 **"Payment Mismatch"** – any event or circumstance, including without limitation, any suspension of or material limitation in trading in the market of instruments substantially similar to the Notes which form the subject matter of the Liquidity Shortfall, which in the reasonable opinion of the Administrator results or would result in the Issuer being unable to issue further Notes at an aggregate face value equal to the aggregate Principal Amount of the maturing Notes on the relevant maturity date, provided that the Issuer shall have received notice from the dealer that it is unable to procure the subscription, sale or placement of all those Notes; and
- 1.4.15 **"Series Supplement"** – the Series Supplement issued by the Issuer in relation to Series 1, dated 17 August 2015, as amended, novated and/or superseded from time to time.

2 **INTRODUCTION**

- 2.1 The Guarantor is required to furnish the Creditors with a guarantee in respect of the Guaranteed Obligations.
- 2.2 The parties accordingly agree as set out herein.

3 **STIPULATIO ALTERI**

- 3.1 This Guarantee constitutes a stipulation in favour of each of the Noteholders of Series 1 and shall be deemed to have been accepted by each of them and to constitute a binding agreement with each of them (notwithstanding that the Noteholders of Series 1 shall not have executed this document), by the issue or transfer of the Notes to such Noteholders, as the case may be.
- 3.2 On the Date of Signature of this Guarantee, the Security SPV shall retain and hold the original Guarantee on behalf of the Creditors and shall make certified copies of this Guarantee available to the Creditors upon written request.
- 3.3 By signing this Guarantee, the Security SPV accepts the benefit of the stipulations in its favour in the Terms and Conditions and/or the Series



Supplement, as the case may be, and binds itself to the terms of the Terms and Conditions, insofar as the Terms and Conditions refer to the Security SPV.

4 **GUARANTEE**

4.1 The Guarantor irrevocably and unconditionally guarantees, as a separate, principal and independent obligation (and not merely as an ancillary obligation) to and in favour of -

4.1.1 the Noteholders -

4.1.1.1 the due, punctual and full payment and performance of all of the Noteholder Guaranteed Obligations; and

4.1.1.2 to pay to any Noteholder, forthwith on first written demand therefor and without delay in accordance with 4.6 and without proof of any failure, breach or other default by the Issuer, any and all amounts which are or may become due and payable in respect of the Noteholder Guaranteed Obligations; and

4.1.2 the Issuer -

4.1.2.1 the due, punctual and full payment and performance of all of the Issuer Guaranteed Obligations; and

4.1.2.2 to pay to the Issuer, forthwith on first written demand therefor and without delay and without proof of any failure, breach or other default by any third party, any and all amounts which are or may become due and payable in respect of the Issuer Guaranteed Obligations.

4.2 This Guarantee is without prejudice and in addition to, and not in substitution of, any other security ("**Other Security**") which is to be or may have been granted by the Guarantor and/or the Issuer and/or the Security SPV to the Creditors. The validity and/or operation of any Other Security shall not be affected by this Guarantee.



- 4.3 If any of the Guaranteed Obligations is not recoverable from the Debtor by reason of any illegality, incapacity, lack or exceeding of powers, ineffectiveness of execution or any other reason, the Guarantor shall remain liable under this Guarantee for the Guaranteed Obligations as if it were the principal debtor.
- 4.4 The Creditor shall not be required to verify the powers or authority of the Debtor or its officers or agents, and any Guaranteed Obligations incurred in the purported exercise of such powers or authorities by the Debtor or its officers or agents or by any person which the Creditors reasonably believe to be representing the Debtor, shall be deemed to form a part of the Guaranteed Obligations.
- 4.5 Notwithstanding any provision to the contrary contained in Condition 11.2 of the Terms and Conditions of the Notes, in the event of a breach by the Issuer of any of the Noteholder Guaranteed Obligations, any Noteholder of Series 1 shall be entitled to make written demand for payment under this Guarantee to be sent to the following address –
- 7th Floor, Barclays Towers West
15 Troye Street
Johannesburg
2001
- Mr David Toerien
- 4.6 The Guarantor shall forthwith and on the same day after receipt of written demand from a Noteholder as contemplated in 4.5, make payment of the amount due to the Paying Agent, who undertakes to make payment to the relevant Noteholder forthwith upon receipt of payment from the Guarantor, provided that if the Guarantor receives written demand from a Noteholder after 16h00 on a Business Day, the Guarantor shall make payment as contemplated in this 4.6 on the next following Business Day.



4.7 Payment to the Paying Agent referred to in 4.6 shall –

4.7.1 discharge the Guarantor of its applicable obligations to the Noteholders of Series 1 under this Guarantee; and

4.7.2 *pro tanto* discharge the Issuer of its corresponding obligations to the Noteholders of Series 1.

5 DURATION

5.1 This Guarantee shall –

5.1.1 become of full force and effect on the Date of Signature;

5.1.2 subject to 6, expire upon the earlier of –

5.1.2.1 all of the Guaranteed Obligations (other than any contingent obligations which have not been quantified) having been fully and finally discharged, as confirmed in writing by the Security SPV; and

5.1.2.2 all of the Guarantor's obligations in terms of this Guarantee having been fully and finally discharged and the Creditors having advised the Guarantor in writing that it has been released from its obligations hereunder;

5.1.3 be irrevocable as from the date referred to in 5.1.1 until the expiry thereof in terms of 5.1.2.

5.2 Neither the obligations of the Guarantor set out herein nor the rights, powers and remedies conferred upon the Creditors in respect of this Guarantee shall be discharged, impaired or otherwise affected by –

5.2.1 the Debtor and/or any other person or entity being liquidated, wound-up (whether provisionally or finally), having business rescue proceedings commenced against it, being placed under supervision or suffering any similar legal disability or any change in the status, function, control and/or ownership of the Debtor or any other person or entity;



- 5.2.2 any failure to fully take any security now or hereafter agreed to be taken in relation to the obligations of the Guarantor hereunder;
- 5.2.3 any amendment to any agreement for the time being subsisting between the Guarantor, the Creditors, the Debtor and/or any other person or entity (or any combination of them);
- 5.2.4 any fluctuation or reduction in, extension for whatever period or temporary extinction of any of the Guaranteed Obligations;
- 5.2.5 any failure to realise or fully realise the value of, or any release, discharge, exchange or substitution of, any security taken in respect of the Guaranteed Obligations and/or obligations of the Guarantor hereunder;
- 5.2.6 any time, waiver, concession or indulgence granted to, or any compromise with, the Debtor or any other person or entity;
- 5.2.7 any legal limitation, disability, incapacity or other circumstances relating to the Debtor, the Guarantor or any other person or entity;
- 5.2.8 any irregularity, illegality, unenforceability or invalidity of any of the Series Transaction Documents or the obligations of any person or entity thereunder or present or future Applicable Law purporting to reduce or otherwise affect the Guaranteed Obligations; or
- 5.2.9 any other act, circumstance, event and/or omission which, but for this 5.2, might operate to discharge, impair or otherwise affect any of the obligations of the Guarantor in terms of this Guarantee or any of the rights, powers or remedies conferred upon the Creditors in terms of this Guarantee or by law.



5.3 Accordingly, and without derogating from the foregoing provisions of this 5, the Creditors shall not be obliged, before exercising any rights, powers or remedies conferred upon it in terms of this Guarantee or by law -

5.3.1 to make any demand on any third party prior to exercising its rights under this Guarantee;

5.3.2 to enforce or seek to enforce any claim, right or remedy against the Debtor or any other person or entity;

5.3.3 to take any action, or obtain any judgment, in any court against the Debtor and/or any other person or entity; or

5.3.4 to make, file or prove any claim in the winding-up, dissolution or business rescue proceedings of the Guarantor and/or any other person or entity.

6 REINSTATEMENT

If any discharge is made in respect of the whole or any part of the Guaranteed Obligations, this Guarantee or any other security for the Guaranteed Obligations or any arrangement is made on the strength of any payment, security or other disposition, which discharge or arrangement is declared void or must be repaid on winding-up or otherwise, the liability of the Guarantor under this Guarantee shall continue or shall be reinstated as if there had been no such discharge or arrangement.

7 RENUNCIATION OF BENEFITS

Without derogating from 4.1 and 4.2 and to the extent that any of these benefits or legal immunities may be available to the Guarantor, the Guarantor renounces the benefits of all otherwise applicable legal immunities, defences and exceptions to the extent that they would or could be applicable in the absence of this renunciation, including the defences and exception of, "excussion", "division", "*de duobus vel pluribus reis debendi*", "*non causa debiti*", "*errore calculi*", "no value received" and "revision of accounts", with the meaning and the effect of which it declares itself to be fully acquainted.



8 WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

8.1 The Guarantor gives the Creditors the warranties, representations and undertakings (each a "**Guarantor Warranty**") in 8.2 on the basis that -

8.1.1 each Guarantor Warranty shall, unless such Guarantor Warranty is expressly stated to be given only at a particular date or time, be deemed to be given as at the Signature Date and repeated every day thereafter until such time as all of the Guaranteed Obligations (other than any contingent obligations which have not been quantified) have been fully and finally discharged;

8.1.2 insofar as any Guarantor Warranty is promissory or relates to a future event, such Guarantor Warranty shall be deemed conclusively to have been given as at the due date for fulfilment of the promise or for the happening of the event, as the case may be;

8.1.3 each Guarantor Warranty shall be a separate and independent warranty and shall not be limited to any reference to, or inference from, the terms of any other warranty or any other provision of this Guarantee; and

8.1.4 each Guarantor Warranty shall to the extent that it is expressed in an inappropriate tense be construed, and read, in the appropriate tense.

8.2 The Guarantor warrants, represents and undertakes to and in favour of the Creditors that -

8.2.1 it is a company with limited liability duly incorporated and validly existing under the laws of the RSA;

8.2.2 it has the legal capacity and power to own its assets and carry on its business as it is presently being conducted;

8.2.3 it has -

8.2.3.1 the legal capacity and power to enter into and perform; and



- 8.2.3.2 taken all necessary actions (whether corporate, internal or otherwise) to authorise its entry into, and performance of its obligations under this Guarantee;
- 8.2.4 the obligations expressed to be assumed by it under this Guarantee are legal and valid and are binding on, and enforceable against it;
- 8.2.5 the entry into of this Guarantee and the performance by it of its obligations thereunder does not, and will not, -
 - 8.2.5.1 contravene any Applicable Laws; and/or
 - 8.2.5.2 contravene any provision of its memorandum of incorporation; and/or
 - 8.2.5.3 contravene, violate, cause a default and/or breach of the terms of, and/or otherwise conflict with any contract, agreement, indenture, mortgage or other instrument of any kind to which it is a party or by which it may be bound or which is binding upon any of its assets in any manner;
 - 8.2.5.4 cause any borrowing, negative pledge or other limitation on it or the powers of the directors or other officers of it to be exceeded or allow a person to accelerate or cancel an obligation with respect to any indebtedness of it;
- 8.2.6 all authorisations, consents, approvals, resolutions, licences, exemptions, filings and registrations required for the conduct by it of its business have been obtained and are of full force or effect;
- 8.2.7 the entering into by it of this Guarantee will not give rise to any authorisation, consent, approval, resolution, licence, exemption, filing or registration referred to in 8.2.6 being suspended, cancelled, revoked or not being renewed;
- 8.2.8 no litigation, arbitration, administrative or other proceedings which will, or are reasonably likely to (either by itself or together with any other



proceedings), have a material adverse effect, are current or pending (or, to the best of the knowledge, information or belief of it), threatened against it or any of its assets; and

8.2.9 no Insolvency Event has occurred or exists in relation to it.

9 GUARANTOR UNDERTAKING

9.1 For so long as the Guarantor has any obligations (whether actual or contingent) under this Guarantee, the Guarantor undertakes to and in favour of the Creditors that it shall not –

9.1.1 exercise any rights which it may at any time have by reason of performance by it of its obligations under this Guarantee -

9.1.1.1 to be indemnified by or to receive any collateral from the Debtor;

9.1.1.2 to claim any contribution from any other guarantor of any of the Guaranteed Obligations; and/or

9.1.1.3 to take or receive the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Creditors in respect of any of the Guaranteed Obligations or any other security taken pursuant to, or in connection with, any of the Guaranteed Obligations by the Creditors;

9.1.2 claim, rank, prove or vote as a creditor of the Debtor or its estate in competition with the Creditors; or

9.1.3 take any action or steps or commence any proceedings in respect of insolvency, liquidation, winding-up, business rescue proceedings, curatorship or any similar proceedings in relation to the Debtor; or

9.1.4 receive, claim or have the benefit of any payment, distribution or security from or on account of the Debtor, or exercise any right of set-off as against the Debtor.



- 9.2 If the Guarantor receives any payment or distribution or benefit of security contrary to this 9, it shall immediately notify the Creditor thereof and pay or transfer such amount received by it to the Issuer or the Security SPV (for the benefit of the Noteholders), as the case may be.

10 EVENT OF DEFAULT UNDER AN ACQUIRED ASSET

- 10.1 Upon the occurrence of an Acquired Asset Event of Default (save for an Acquired Asset Event of Default of a minor or technical nature in the reasonable opinion of the Administrator) under an Acquired Asset and which default has not been remedied by the relevant obligor in accordance with the terms of that Acquired Asset (the "**Defaulted Asset**"), the Administrator shall promptly upon becoming aware of such Acquired Asset Event of Default notify the Issuer, whereupon the Issuer shall have the option to request the Guarantor to acquire such Default Asset ("**Option**") upon the terms and conditions set out in the remainder of this 10.
- 10.2 The Issuer shall, not later than one Business Day after it has received written notice from the Administrator of the occurrence of an Acquired Asset Event of Default, notify the Administrator whether or not it wishes to exercise the Option. Should the Issuer have notified the Administrator that it wishes to exercise the Option, the Administrator shall notify the Guarantor thereof in writing ("**Defaulted Asset Notice**"), which notice shall be substantially in the form of Annexure A to this Guarantee.
- 10.3 Default Asset Notice shall at least contain the following information -
- 10.3.1 a description of the Defaulted Asset;
 - 10.3.2 a description of the Acquired Asset Event of Default that has occurred in respect of the Defaulted Asset;
 - 10.3.3 the amount of the outstanding principal balance of the Defaulted Asset, plus all accrued but unpaid interest thereon, adjusted as necessary, to compensate the Issuer for any losses that the Issuer may or has suffered (including in relation to principal and interest due on the Notes) as a result of such Acquired Asset Event of Default in respect of such Acquired



Asset calculated as at the Defaulted Asset Transfer Date (defined in 10.3.4) (the "**Defaulted Asset Purchase Price**");

- 10.3.4 the date on which the Guarantor is required to acquire the Defaulted Asset, which date shall not be later than 3 (three) Business Days after the date of the Defaulted Asset Notice or the scheduled redemption date of the Notes, whichever is the earlier (the "**Defaulted Asset Transfer Date**"); and
- 10.3.5 the details of the Series 1 Transaction Account into which the Defaulted Asset Purchase Price is to be paid.
- 10.4 The Guarantor shall, upon receipt of the Defaulted Asset Notice, purchase all the Issuer's right, title and interest in and to the Defaulted Asset including all related security with effect from the Defaulted Asset Transfer Date, and shall pay the Defaulted Asset Purchase Price (as defined in 10.3.3) into the Series 1 Transaction Account on the Defaulted Asset Transfer Date.
- 10.5 The Issuer hereby agrees and undertakes, with effect from the Defaulted Asset Transfer Date and against receipt of the Defaulted Asset Purchase Price (as defined in 10.3.3), to cede and assign all its right, title and interest in and to the Defaulted Asset including all related security to the Asset Support Provider, which cession and assignment the Guarantor hereby accepts.

11 REPURCHASE OPTION

- 11.1 The Guarantor shall have the right (but not the obligation) at any time to repurchase from the Issuer one or more Acquired Assets that are not Defaulted Assets (a "**Repurchased Asset**") by providing written notice to the Issuer and the Security SPV of its intention to do so and specifying the date upon which such repurchase will occur ("**Relevant Transfer Date**").
- 11.2 The purchase consideration for the Repurchased Asset will be equal to the outstanding principal balance of the Repurchased Asset plus all accrued and unpaid interest thereon ("**Repurchase Price**").



11.3 On the Relevant Transfer Date and against payment by the Guarantor of the Repurchase Price into the Series 1 Transaction Account, the Issuer shall be deemed to have ceded all its rights in and to, and delegated all its obligations under, the Repurchased Asset and all related security to the Guarantor. The Guarantor will be deemed to have accepted such cession and delegation and the Guarantor will be the owner of the relevant Repurchased Asset and will be entitled to exercise all rights in respect of such Repurchased Asset, with effect from the Relevant Transfer Date.

11.4 On the Relevant Transfer Date, and upon payment of the Repurchase Price by the Guarantor to the Issuer, the Issuer (or the Administrator on behalf of the Issuer) shall deliver to the Guarantor all documents, agreements and information relating to the Repurchased Asset and all related security.

12 UNDERTAKINGS OF THE ADMINISTRATOR AND THE SECURITY SPV

12.1 Upon the delivery to the Guarantor by the Administrator of a Defaulted Asset Notice, the Administrator shall notify the Security SPV and the Rating Agency of such Acquired Asset Event of Default.

12.2 With effect from the Defaulted Asset Transfer Date, and against the Issuer's receipt of the Defaulted Asset Purchase Price -

12.2.1 the Security SPV agrees and undertakes to release the Defaulted Asset, which was ceded *in securitatem debiti* to and in favour of the Security SPV in terms of the Series 1 Security Cession from all security interests;

12.2.2 the Security SPV and the Administrator agree and undertake to deliver to the Guarantor all documents and/or instruments of whatsoever nature in their possession which evidence title to, or otherwise relate to, the Defaulted Asset; and

12.2.3 the Administrator shall assist the Issuer and the Guarantor with the cession, transfer or registration of any related security in respect of any Defaulted Asset transferred to the Guarantor or into the name of the Guarantor.



13 PAYMENTS

- 13.1 All sums payable by the Guarantor under this Guarantee shall be paid in full to the Creditors, in the currency in which the Guaranteed Obligations are payable, into the bank account of the Creditor nominated by the Creditor in writing for such purpose (which, in the case of the Issuer, shall be the Series 1 Transaction Account) –
- 13.1.1 without any set-off, condition or counterclaim whatsoever; and
- 13.1.2 free and clear of any deductions or withholdings whatsoever, save as required by Applicable Law.
- 13.2 If any deduction or withholding is required by any Applicable Law to be made by the Guarantor, the amount of the payment due from the Guarantor shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no deduction or withholding had been required.
- 13.3 The Guarantor shall promptly deliver or procure delivery to the Creditors of all receipts issued to it evidencing each deduction or withholding which it has made.

14 SEVERABILITY

All provisions of this Guarantee are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this Guarantee which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of this Guarantee shall remain of full force and effect. The parties declare that it is their intention that this Guarantee would be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.



15 GOVERNING LAW AND JURISDICTION

- 15.1 This Guarantee shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the laws of the RSA.
- 15.2 The Guarantor and the Creditors hereby consent and submit to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg in respect of any dispute or claim arising out of or in connection with this Guarantee.

16 GENERAL

- 16.1 This Guarantee constitutes the sole record of the agreement between the parties in relation to the subject matter hereof. No party shall be bound by any term, representation, warranty, promise or the like not recorded herein. This Guarantee supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the parties in respect of the subject matter hereof.
- 16.2 No indulgence or extension of time which any party may grant to any other party shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the grantor in terms hereof, save in the event and to the extent that the grantor has signed a written document expressly waiving or limiting such right.
- 16.3 Without prejudice to any other provision of this Guarantee, any successor-in-title, including any liquidator, business rescue practitioner, curator or trustee, of any party shall be bound by this Guarantee.
- 16.4 The signature by a party of a counterpart of this Guarantee shall be as effective as if that party had signed the same document as the other parties.



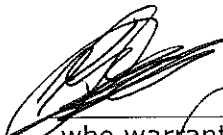
Signed at Sandton

on

29 July

2015

for iMpumelelo CP Note Programme 1 (RF)
Limited


who warrants that he is duly
authorised hereto

Signed at

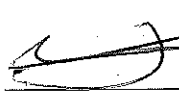
Sandton

on

29 July

2015

for Absa Bank Limited


who warrants that he is duly
authorised hereto



who warrants that he is duly
authorised hereto

Signed at

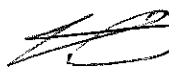
Sandton

on

29 July

2015

for Absa Bank Limited, acting through its
Corporate and Investment Banking
division (in its capacity as Paying Agent)


who warrants that he is duly
authorised hereto



who warrants that he is duly
authorised hereto



Signed at Sandton

on 29 July 2015

for Bowwood and Main No. 103 Proprietary
Limited (to be renamed iMpumelelo
Security SPV 1 (RF) Proprietary Limited)
(in its capacity as Security SPV)

A handwritten signature in black ink, appearing to be 'A. P.', written over a horizontal line.

who warrants that he is duly
authorised hereto



ANNEXURE A- REQUEST TO PURCHASE DEFAULTED ASSET

To: Absa Bank Limited

Date: [INSERT DATE]

- 1 We refer to the Guarantee dated on or about 29 July 2015, provided by Absa Bank Limited in favour of the Creditors (the "**Guarantee**") and hereby give you notice that an Acquired Asset Event of Default has occurred under the following asset –
 - 1.1 [INSERT DESCRIPTION OF THE RELEVANT ASSET] (the "**Defaulted Asset**"), in the following manner –
 - 1.2 [INSERT DESCRIPTION OF THE EVENT OF DEFAULT UNDER THE DEFAULTED ASSET].
- 2 In accordance with the clause 9 of the Guarantee, we kindly request that you –
 - 2.1 purchase the Defaulted Asset for the amount of [the face value of the Defaulted Asset / the value equal to the outstanding principal balance of the Defaulted Asset], plus all accrued but unpaid interest thereon, adjusted, as necessary, to compensate the Issuer for any losses that the Issuer may or has suffered (including in relation to principal and interest due on the Notes) in respect of such Defaulted Asset, such amount being [●] (the "**Defaulted Asset Purchase Price**");
 - 2.2 advance the Defaulted Asset Purchase Price on the following date –

[Insert Defaulted Asset Transfer Date, being no less than [3] Business Days from the date of delivery of this notice or the scheduled redemption date of the Notes, whichever is the earlier]; and



2.3 advance the Defaulted Asset Purchase Price into the following account, being the Transaction Account –

Name of bank	
Branch	
Branch Code	
Name of account holder	
Account number (current account)	

Signed at

on

2015

for **[iMpumelelo CP Note Programme 1 (RF) Limited)][Absa Bank Limited, acting through its Corporate and Investment Banking division (in its capacity as Administrator)] [DELETE AS APPROPRIATE]**

who warrants that he is duly
authorised hereto