

PROSPECTUS DATED 22 SEPTEMBER 2014



**ZAR SOVEREIGN CAPITAL FUND PROPRIETARY LIMITED
(AS TRUSTEE OF THE RSA SUKUK NO. 1 TRUST)
U.S.\$500,000,000 Certificates due 2020**

The U.S.\$500,000,000 certificates due 2020 and issued on 24 September 2014 (the "**Closing Date**") (the "**Certificates**") will be constituted by an amended and restated trust deed dated the Closing Date (which amended and restated the trust deed dated 18 August 2014 (the "**Original Trust Deed**")) (the "**Amended and Restated Trust Deed**") entered into between GMG Corporate Fiduciary Services Proprietary Limited as the founder (the "**Founder**") of The RSA Sukuk No. 1 Trust (the "**Trust**"), ZAR Sovereign Capital Fund Proprietary Limited (in its capacity as trustee of the Trust, and as issuer of the Certificates on behalf of the Trust, the "**Trustee**"), the Republic of South Africa (the "**RSA**"), and Citibank N.A., London Branch in its capacity as the representative of the Certificateholders (the "**Representative**"). The Trust was established pursuant to the laws of the Republic of South Africa under Part A of the Original Trust Deed. The Trustee has been authorised to act as trustee of the Trust by the Master of the High Court of the Republic of South Africa. Pursuant to the terms of the Amended and Restated Trust Deed, the Trust (as issuer of the Certificates) shall act through the Trustee and accordingly the Trustee shall, as trustee of the Trust, issue Certificates on behalf of the Trust (in such capacity, the **Trustee**). The Certificates confer on the holders of the Certificates from time to time (the "**Certificateholders**") the right to receive certain payments (as more particularly described herein) arising from an undivided beneficial ownership interest in the Trust Assets (as defined herein). The issuance proceeds of the Certificates will be applied by the Trustee towards the purchase and acceptance of the grant and transfer from RSA of the Usufruct Interest (as defined herein). The Trustee will hold its interests in the Usufruct Interest in its own name and on its own behalf and for the account of and benefit of the Certificateholders, and the income accruing to the Trustee from the Usufruct Interest, by way of leasing the assets over which it holds the Usufruct Interest (the "**Lease Assets**") together with any capital arising from any sale and transfer of such Usufruct Interest pursuant to the Transaction Documents, shall be for the benefit of, and shall be accounted by the Trustee to, the Certificateholders.

On 24 June and 24 December in each year, or if any such day is not a Business Day (as defined herein), the following Business Day, commencing on 24 June 2015 (each, a "**Periodic Distribution Date**"), the Trustee will pay Periodic Distribution Amounts (as defined herein) to Certificateholders calculated at a rate of 3.903 per cent. per annum on the outstanding face amount of the Certificates as at the beginning of the relevant Return Accumulation Period (as defined herein) on the basis of a year of twelve 30-day months divided by 360.

The Trustee will pay such Periodic Distribution Amounts solely from the proceeds received in respect of the Trust Assets which include payments of Rental (as defined herein) made by RSA in its capacity as lessee under the Lease Agreement (as defined herein). Unless previously redeemed or purchased and cancelled in the circumstances described in Condition 14 (*Capital Distributions of the Trust*) and Condition 15 (*Dissolution Events*), the Certificates will be redeemed on 24 June 2020 (the "**Scheduled Dissolution Date**") at the Dissolution Amount (as defined herein). The Trustee will pay Dissolution Amounts solely from the proceeds received in respect of the Trust Assets which include payments by RSA under the Purchase Undertaking, the Lease Agreement and the Service Agency Agreement (as applicable) (each as defined herein). All payments in respect of the Certificates will be made in accordance with, and subject to the provisions of, the terms and conditions of the Certificates (the "**Conditions**").

The Certificates will be limited recourse obligations of the Trustee. An investment in the Certificates involves certain risks. For a discussion of these risks, see "Risk Factors".

This prospectus (the "**Prospectus**") has been approved by the Luxembourg *Commission de Surveillance du Secteur Financier* (the "**CSSF**"), which is the Luxembourg competent authority for the purposes of Directive 2003/71/EC, as amended (the "**Prospectus Directive**") and relevant implementing measures in Luxembourg (together with the Prospectus Directive, the "**Luxembourg PD Regulations**"), as a prospectus issued in compliance with the Luxembourg PD Regulations for the purposes of giving information with regard to the issue of Certificates described in this Prospectus. In accordance with Article 7(7) of the Luxembourg law of 10 July 2005 on prospectuses for securities (as amended), by approving a prospectus, the CSSF shall give no undertaking as to the economic and financial soundness of the operation, quality or solvency of any of the Trustee, the Trust or RSA. Applications have been made for the Certificates to be admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange.

On issuance, the Certificates are expected to be assigned a rating of BBB by Fitch Ratings Limited ("**Fitch**"), Baa1 by Moody's Investors Service Limited ("**Moody's**") and BBB- by Standard & Poor's Credit Market Services Europe Limited ("**S&P**"). Each of Fitch, Moody's and S&P is established in the European Union and is registered under Regulation (EC) No. 1060/2009 (as amended) (the "**CRA Regulation**"). As such, each of Fitch, Moody's and S&P is included in the list of credit ratings agencies published by the European Securities and Markets Authority ("**ESMA**") on its website in accordance with the CRA Regulation.

A rating is not a recommendation to buy, sell or hold the Certificates (or beneficial interests therein), does not address the likelihood or timing of payment and may be subject to revision, suspension or withdrawal at any time by the assigning rating organisation. Please also refer to "Credit ratings may not reflect all risks" in the Risk Factors section of this Prospectus.

The Certificates have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act") or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (as defined in Regulation S under the Securities Act ("Regulation S")), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws. In addition, neither the Trust nor the Trustee has been or will be registered under the United States Investment Company Act of 1940, as amended (the "Investment Company Act"). Accordingly, the Certificates are being offered and sold: (i) to non-U.S. persons in offshore transactions in reliance on Regulation S (the "Regulation S Certificates"); and (ii) within the United States to "qualified institutional buyers" (each a "QIB") as defined in Rule 144A under the Securities Act ("Rule 144A") who are also "qualified purchasers" (each, a "QP") as defined in Section 2(a)(51) of the Investment Company Act in reliance on the exemption from registration provided by Rule 144A (the "Restricted Certificates"). Prospective purchasers are hereby notified that sellers of the Restricted Certificates may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of these and certain further restrictions, see "Subscription and Sale" and "Transfer Restrictions".

Delivery of the Certificates in book-entry form will be made on the Closing Date. The Certificates will be represented by interests in one or more global certificates in registered form (the "**Global Certificates**"). Restricted Global Certificates will be deposited with a custodian for, and registered in the name of a nominee of, The Depository Trust Company ("**DTC**") while Regulation S Global Certificates will be deposited with, and registered in the name of a nominee of, a common depository for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"). Interests in the Global Certificates will be shown on, and transfers thereof will be effected only through, records maintained by DTC and/or Euroclear and Clearstream, Luxembourg. Definitive Certificates evidencing holdings of interests in the Certificates will be issued in exchange for interests in the Global Certificates only in certain limited circumstances described herein.

The transaction structure relating to the Certificates (as described in this Prospectus) has been approved by the BNP Paribas *Shari'a* Supervisory Committee and the Sharia Advisory Boards of Kuwait Finance House Investment Co. K.S.C.C.. Prospective Certificateholders should not rely on such approvals in deciding whether to make an investment in the Certificates and should consult their own *Shari'a* advisers as to whether the proposed transaction described in such approvals is in compliance with their individual standards of compliance with principles of *Shari'a*.

Joint Lead Managers

BNP PARIBAS

KFH Investment

Standard Bank

The date of this Prospectus is 22 September 2014.

IMPORTANT NOTICES

This Prospectus comprises a prospectus for the purposes of Article 5.3 of the Prospectus Directive and for the purpose of giving information with regard to the Trustee, RSA and the Certificates which, according to the particular nature of the Trustee, RSA and the Certificates, is necessary to enable investors to make an informed assessment of the assets and liabilities, financial position, profit and losses and prospects of the Trustee and RSA.

The Certificates to which this Prospectus relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the Certificates being offered should conduct their own due diligence on the Certificates. If you do not understand the contents of this Prospectus you should consult an authorised financial adviser. Each of the Trustee and RSA accepts responsibility for the information contained in this Prospectus. To the best of the knowledge of each of the Trustee and RSA (each having taken all reasonable care to ensure that such is the case) the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information. Each of the Trustee and RSA confirms that third party information contained in this Prospectus has been accurately reproduced and that, so far as it is aware, and is able to ascertain from information published by the relevant sources referred to, no facts have been omitted which would render the reproduced information inaccurate or misleading. The source of any third party information is stated below (See "*Third Party Information*").

No person is or has been authorised by the Trustee or RSA to give any information or to make any representation not contained in or not consistent with this Prospectus in connection with the offering of the Certificates and, if given or made, such information or representation must not be relied upon as having been authorised by the Trustee, RSA, the Joint Lead Managers, the Representative, the Agents (each as defined herein) or any other person. Neither the delivery of this Prospectus nor any sale of any Certificates shall, under any circumstances, constitute a representation or create any implication that the information contained herein is correct as of any time subsequent to the date hereof or that any other information supplied in connection with the offering of the Certificates is correct as of any time subsequent to the date indicated in the document containing the same. The Representative and the Joint Lead Managers expressly do not undertake to review the financial condition or affairs of the Trustee or RSA during the life of the Certificates or to advise any investor in the Certificates of any information coming to their attention.

None of the Joint Lead Managers or the Representative has independently verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by any of them as to the accuracy, adequacy, reasonableness or completeness of the information contained in this Prospectus or any other information provided by the Trustee or RSA in connection with the offering of Certificates.

Neither this Prospectus nor any other information supplied in connection with the offering of Certificates is intended to provide the basis of any credit or other evaluation or should be considered as a recommendation by the Trustee, RSA, the Joint Lead Managers or the Representative that any recipient of this Prospectus or any other information supplied in connection with the offering of Certificates should purchase any Certificates. Each investor contemplating purchasing any Certificates should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness of the Trustee and RSA. None of the Joint Lead Managers or the Representative accepts any liability in relation to the information contained in this Prospectus or any other information provided by the Trustee or RSA in connection with the offering of the Certificates. No comment is made or advice given by the Trustee, RSA, the Joint Lead Managers or the Representative in respect of taxation matters relating to any Certificates or the legality of the purchase of the Certificates by an investor under any applicable law.

EACH PROSPECTIVE INVESTOR IS ADVISED TO CONSULT ITS OWN TAX ADVISER, LEGAL ADVISER AND BUSINESS ADVISER AS TO TAX, LEGAL, BUSINESS AND RELATED MATTERS CONCERNING THE PURCHASE OF ANY CERTIFICATES.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy any Certificates in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Certificates may be restricted by law in certain jurisdictions. None of the Trustee, RSA, the Joint Lead Managers or the Representative represents that this Prospectus may be lawfully distributed, or that any Certificates may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available

thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Trustee, RSA, the Joint Lead Managers or the Representative which is intended to permit a public offering of any Certificates or distribution of this Prospectus in any jurisdiction where action for that purpose is required. Accordingly, no Certificates may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Certificates may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of the Certificates. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Certificates in the United States, the United Kingdom, the Dubai International Financial Centre, the United Arab Emirates (excluding the Dubai International Financial Centre), the Kingdom of Bahrain, the Kingdom of Saudi Arabia, Malaysia, the State of Qatar, Singapore, the State of Kuwait, Hong Kong and the Republic of South Africa (See "*Subscription and Sale*").

This Prospectus has been prepared on the basis that any offer of Certificates in any Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**") will be made pursuant to an exemption under the Prospectus Directive, as implemented in that Relevant Member State, from the requirement to publish a prospectus for offers of Certificates. Accordingly, any person making or intending to make an offer in that Relevant Member State of Certificates which are the subject of the offering contemplated in this Prospectus may only do so in circumstances in which no obligation arises for the Trustee, RSA or any Joint Lead Manager to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive in relation to the offer of Certificates. None of the Trustee, RSA or any Joint Lead Manager have authorised, nor do they authorise, the making of any offer of Certificates in circumstances in which an obligation arises for the Trustee, RSA or any Joint Lead Manager to publish or supplement a prospectus for such offer.

None of the Joint Lead Managers, the Trustee, RSA or the Representative makes any representation to any investor in the Certificates regarding the legality of its investment under any applicable laws. Any investor in the Certificates should be able to bear the economic risk of an investment in the Certificates for an indefinite period of time.

THE CERTIFICATES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF CERTIFICATES OR THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

The Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Certificates may not be offered or sold within the United States, except in transactions exempt from, or in transactions not subject to, the registration requirements of the Securities Act. Neither the Trust nor the Trustee has been or will be registered as an investment company in the United States under the Investment Company Act. Each investor, by purchasing a Certificate, agrees that the Certificates may be reoffered, resold, repledged or otherwise transferred only upon registration under the Securities Act and the Investment Company Act or pursuant to the exemptions therefrom described under "*Transfer Restrictions*". Each investor also will be deemed to have made certain representations and agreements as described therein.

The Certificates are being offered and sold to non-U.S. persons in offshore transactions in reliance on Regulation S and within the United States only to QIBs who are also QPs in reliance on Rule 144A. Prospective purchasers are hereby notified that sellers of the Certificates may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A. For a description of these and certain further restrictions on offers, sales and transfers of Certificates and distribution of this Prospectus, see "*Subscription and Sale*" and "*Transfer Restrictions*".

THE CERTIFICATES MAY NOT BE A SUITABLE INVESTMENT FOR ALL INVESTORS

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

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Certificates, the merits and risks of investment in the Certificates and the information contained in this Prospectus;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Certificates and the impact the Certificates will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Certificates, including where the currency of payment is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Certificates and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic and other factors that may affect its investment and its ability to bear applicable risks.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE REVISED STATUTES ANNOTATED, 1955, AS AMENDED ("**REGISTRATION SA**") WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER REGISTRATION SA CHAPTER 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

NOTICE TO RESIDENTS OF THE KINGDOM OF SAUDI ARABIA

THIS PROSPECTUS MAY NOT BE DISTRIBUTED IN THE KINGDOM OF SAUDI ARABIA EXCEPT TO SUCH PERSONS AS ARE PERMITTED UNDER THE OFFERS OF SECURITIES REGULATIONS ISSUED BY THE CAPITAL MARKET AUTHORITY OF THE KINGDOM OF SAUDI ARABIA (THE "**CAPITAL MARKET AUTHORITY**").

THE CAPITAL MARKET AUTHORITY DOES NOT MAKE ANY REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THIS PROSPECTUS, AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS ARISING FROM, OR INCURRED IN RELIANCE UPON, ANY PART OF THIS PROSPECTUS. PROSPECTIVE PURCHASERS OF THE CERTIFICATES OFFERED HEREBY SHOULD CONDUCT THEIR OWN DUE DILIGENCE ON THE ACCURACY OF THE INFORMATION RELATING TO THE CERTIFICATES. IF A PROSPECTIVE PURCHASER DOES NOT UNDERSTAND THE CONTENTS OF THIS PROSPECTUS HE OR SHE SHOULD CONSULT AN AUTHORISED FINANCIAL ADVISER.

NOTICE TO RESIDENTS OF THE STATE OF QATAR

THIS PROSPECTUS DOES NOT, AND IS NOT, INTENDED TO CONSTITUTE AN OFFER, SALE OR DELIVERY OF CERTIFICATES OR OTHER DEBT FINANCING INSTRUMENTS UNDER THE LAWS OF THE STATE OF QATAR AND HAS NOT BEEN, AND WILL NOT BE, REVIEWED OR APPROVED BY OR REGISTERED WITH THE QATAR FINANCIAL CENTRE, THE QATAR FINANCIAL CENTRE REGULATORY AUTHORITY (THE "**QFCRA**"), THE QATAR FINANCIAL MARKETS AUTHORITY OR

THE QATAR CENTRAL BANK. THE CERTIFICATES ARE NOT AND WILL NOT BE TRADED ON THE QATAR EXCHANGE. NEITHER THIS PROSPECTUS, NOR ANY OF THE DOCUMENTS REFERRED TO HEREIN HAVE BEEN REVIEWED OR APPROVED BY THE QFCRA, THE QATAR FINANCIAL MARKETS AUTHORITY, THE QATAR CENTRAL BANK OR ANY OTHER REGULATORY BODY.

NOTICE TO RESIDENTS OF THE KINGDOM OF BAHRAIN

CERTIFICATES ISSUED IN CONNECTION WITH THIS PROSPECTUS MAY ONLY BE OFFERED IN REGISTERED FORM TO EXISTING ACCOUNTHOLDERS AND ACCREDITED INVESTORS AS DEFINED BY THE CENTRAL BANK OF BAHRAIN (THE "**CBB**") IN THE KINGDOM OF BAHRAIN WHERE SUCH INVESTORS MAKE A MINIMUM INVESTMENT OF AT LEAST U.S.\$100,000 OR ANY EQUIVALENT AMOUNT IN ANOTHER CURRENCY OR SUCH OTHER AMOUNT AS THE CBB MAY DETERMINE.

THIS PROSPECTUS DOES NOT CONSTITUTE AN OFFER OF SECURITIES IN THE KINGDOM OF BAHRAIN UNDER ARTICLE (81) OF THE CENTRAL BANK AND FINANCIAL INSTITUTIONS LAW 2006 (DECREE LAW NO. 64 OF 2006). THIS PROSPECTUS HAS NOT BEEN AND WILL NOT BE REGISTERED AS A PROSPECTUS WITH THE CBB. ACCORDINGLY, NO SECURITIES MAY BE OFFERED, SOLD OR MADE THE SUBJECT OF AN INVITATION FOR SUBSCRIPTION OR PURCHASE NOR WILL THIS PROSPECTUS OR ANY OTHER RELATED DOCUMENT OR MATERIAL BE USED IN CONNECTION WITH ANY OFFER, SALE OR INVITATION TO SUBSCRIBE OR PURCHASE CERTIFICATES, WHETHER DIRECTLY OR INDIRECTLY, TO PERSONS IN THE KINGDOM OF BAHRAIN, OTHER THAN TO ACCREDITED INVESTORS FOR AN OFFER OUTSIDE THE KINGDOM OF BAHRAIN.

THE CBB HAS NOT REVIEWED, APPROVED OR REGISTERED THIS PROSPECTUS OR RELATED OFFERING DOCUMENTS AND IT HAS NOT IN ANY WAY CONSIDERED THE MERITS OF THE CERTIFICATES TO BE OFFERED FOR INVESTMENT, WHETHER IN OR OUTSIDE THE KINGDOM OF BAHRAIN. THEREFORE, THE CBB ASSUMES NO RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS OF THE STATEMENTS AND INFORMATION CONTAINED IN THIS PROSPECTUS AND EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR ANY LOSS HOWSOEVER ARISING FROM RELIANCE UPON THE WHOLE OR ANY PART OF THE CONTENT OF THIS PROSPECTUS. NO OFFER OF CERTIFICATES WILL BE MADE TO THE PUBLIC IN THE KINGDOM OF BAHRAIN AND THIS PROSPECTUS MUST BE READ BY THE ADDRESSEE ONLY AND MUST NOT BE ISSUED, PASSED TO, OR MADE AVAILABLE TO THE PUBLIC GENERALLY.

NOTICE TO RESIDENTS OF THE UNITED KINGDOM

THE CERTIFICATES REPRESENT INTERESTS IN A COLLECTIVE INVESTMENT SCHEME (AS DEFINED IN THE FINANCIAL SERVICES AND MARKETS ACT 2000 (THE "**FSMA**")) WHICH HAS NOT BEEN AUTHORISED, RECOGNISED OR OTHERWISE APPROVED BY THE UNITED KINGDOM FINANCIAL CONDUCT AUTHORITY. ACCORDINGLY, THIS PROSPECTUS IS NOT BEING DISTRIBUTED TO, AND MUST NOT BE PASSED ON TO, THE GENERAL PUBLIC IN THE UNITED KINGDOM ("**UK**").

THE DISTRIBUTION IN THE UK OF THIS PROSPECTUS AND ANY OTHER MARKETING MATERIALS RELATING TO THE CERTIFICATES: (A) IF EFFECTED BY A PERSON WHO IS NOT AN AUTHORISED PERSON UNDER THE FSMA, IS BEING ADDRESSED TO, OR DIRECTED AT, ONLY THE FOLLOWING PERSONS: (I) PERSONS WHO ARE INVESTMENT PROFESSIONALS AS DEFINED IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "**FINANCIAL PROMOTION ORDER**"), (II) PERSONS FALLING WITHIN ANY OF THE CATEGORIES OF PERSONS DESCRIBED IN ARTICLE 49(2) OF THE FINANCIAL PROMOTION ORDER; AND (III) ANY OTHER PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE MADE IN ACCORDANCE WITH THE FINANCIAL PROMOTION ORDER; AND (B) IF EFFECTED BY A PERSON WHO IS AN AUTHORISED PERSON UNDER THE FSMA, IS BEING ADDRESSED TO, OR DIRECTED AT, ONLY THE FOLLOWING PERSONS: (I) PERSONS FALLING WITHIN ONE OF THE CATEGORIES OF INVESTMENT PROFESSIONAL AS DEFINED IN ARTICLE 14(5) OF THE FINANCIAL SERVICES

AND MARKETS ACT 2000 (PROMOTION OF COLLECTIVE INVESTMENT SCHEMES) (EXEMPTIONS) ORDER 2001 (THE "**PROMOTION OF CISS ORDER**"), (II) PERSONS FALLING WITHIN ANY OF THE CATEGORIES OF PERSON DESCRIBED IN ARTICLE 22 OF THE PROMOTION OF CISS ORDER AND (III) ANY OTHER PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE MADE IN ACCORDANCE WITH THE PROMOTION OF CISS ORDER.

PERSONS OF ANY OTHER DESCRIPTION IN THE UK MAY NOT RECEIVE AND SHOULD NOT ACT OR RELY ON THIS PROSPECTUS OR ANY OTHER MARKETING MATERIALS IN RELATION TO THE CERTIFICATES. POTENTIAL INVESTORS IN THE UK IN THE CERTIFICATES ARE ADVISED THAT ALL, OR MOST, OF THE PROTECTIONS AFFORDED BY THE UK REGULATORY SYSTEM WILL NOT APPLY TO AN INVESTMENT IN THE CERTIFICATES AND THAT COMPENSATION WILL NOT BE AVAILABLE UNDER THE UNITED KINGDOM FINANCIAL SERVICES COMPENSATION SCHEME. ANY INDIVIDUAL INTENDING TO INVEST IN THE CERTIFICATES SHOULD CONSULT HIS PROFESSIONAL ADVISER AND ENSURE THAT HE FULLY UNDERSTANDS ALL THE RISKS ASSOCIATED WITH MAKING SUCH AN INVESTMENT AND THAT HE HAS SUFFICIENT FINANCIAL RESOURCES TO SUSTAIN ANY LOSS THAT MAY ARISE FROM SUCH INVESTMENT.

NOTICE TO RESIDENTS OF MALAYSIA

THE CERTIFICATES MAY NOT BE OFFERED FOR SUBSCRIPTION OR PURCHASE AND NO INVITATION TO SUBSCRIBE FOR OR PURCHASE SUCH CERTIFICATES IN MALAYSIA MAY BE MADE, DIRECTLY OR INDIRECTLY, AND THIS PROSPECTUS OR ANY DOCUMENT OR OTHER MATERIALS IN CONNECTION THEREWITH MAY NOT BE DISTRIBUTED IN MALAYSIA OTHER THAN TO PERSONS OR IN CATEGORIES FALLING WITHIN SCHEDULE 6 OR SECTION 229(1)(B), SCHEDULE 7 OR SECTION 230(1)(B) AND SCHEDULE 8 OR SECTION 257(3) OF THE CAPITAL MARKET AND SERVICES ACT 2007 OF MALAYSIA. THE SECURITIES COMMISSION OF MALAYSIA SHALL NOT BE LIABLE FOR ANY NON-DISCLOSURE ON THE PART OF THE TRUSTEE OR RSA AND ASSUMES NO RESPONSIBILITY FOR THE CORRECTNESS OF ANY STATEMENTS MADE OR OPINIONS OR REPORTS EXPRESSED IN THIS PROSPECTUS.

AVAILABLE INFORMATION

The Trustee has agreed that, for so long as any Certificates are "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, it will during any period that it is neither subject to sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, furnish, upon request, to any holder or beneficial owner of Certificates or any prospective purchaser designated by any such holder or beneficial owner, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act with respect to the Trust and the Trustee.

RSA currently files annual reports with the United States Securities and Exchange Commission (the "**SEC**") which are available on the SEC's website at www.sec.gov.

CERTAIN DEFINED TERMS AND CONVENTIONS

Statistical, financial and economic information contained in the following:

- (a) RSA's Annual Report on Form 18-K for the Republic of South Africa (for the purposes of this section only, the "**Obligor**") for the fiscal year ended March 31, 2013 filed with the Commission on December 2, 2013 and provided to the Luxembourg Stock Exchange, which contains the economic, financial and statistical information for fiscal years ended March 31, 2013, March 31, 2012, March 31, 2011, March 31, 2010 and March 31, 2009, and the six month period ended June 30, 2013 ("**Annual Report**");
- (b) the Amendment to the Annual Report on Form 18-K/A, filed with the Commission on January 27, 2014 and provided to the Luxembourg Stock Exchange ("**Amendment No. 1**");
- (c) the Amendment to the Annual Report on Form 18-K/A, filed with the Commission on May 22, 2014 and provided to the Luxembourg Stock Exchange ("**Amendment No. 2**"); and
- (d) the Amendment to the Annual Report on Form 18-K/A, filed with the Commission on August 27, 2014 and provided to the Luxembourg Stock Exchange ("**Amendment No. 3**"),
(the Annual Report, Amendment No. 1, Amendment No. 2 and Amendment No. 3 together being the "**SEC Filing Documents**"),

(such statistical, financial and economic information, "**Relevant Information**") is official data publicly available as of the date of this Prospectus, and in most cases is the latest official data publicly available. Relevant Information may be subsequently revised in accordance with RSA's ongoing maintenance of its Relevant Information, and such revised Relevant Information will not be distributed by RSA to any holder of the Certificates.

References to "**RSA**" herein are to the Republic of South Africa;

References to "**National Government**" herein are to the Government of the Republic of South Africa;

References to "**National Treasury**" herein are to the National Treasury of the Republic of South Africa;

References to "**MOF**" herein are to the Minister of Finance of the Republic of South Africa;

References to "**MOWA**" herein are to the Minister of Water Affairs of the Republic of South Africa;

References to "**South African law**" herein are to the laws of the Republic of South Africa which are in force as at the date of this Prospectus;

References to "**South African courts**" herein are to the courts of the Republic of South Africa;

References to "**SARB**" herein are to the South African Reserve Bank of the Republic of South Africa;

References to "**Member State**" herein are to a Member State of the European Economic Area;

References to "**U.S. Dollars**", "**U.S.\$**", "**Dollars**" and "**\$**" are to United States dollars, being the legal currency for the time being of the United States of America;

References to "**Rand**", "**South African Rand**" and "**R**" are to South African rand, being the legal currency for the time being of the Republic of South Africa; and

References to "**Euros**" are to the currency introduced at the start of the third stage of European economic and monetary union pursuant to the Treaty on the Functioning of the European Union, as amended.

THIRD PARTY INFORMATION

The source of any third party information is stated where such information appears in this Prospectus. In particular, the sources of third party information set out in the Relevant Information are as follows:

<u>Referenced Source</u>	<u>Page number</u>
National Treasury	4-5, 101, 103, 104-105, 109-111, 113 and 120-141 of the Annual Report. Exhibit 99.F of Amendment No. 2.
Stats SA (Statistics South Africa)	4-5, 9, 30, 35-37, 39-43, 50, 57-58 and 63 of the Annual Report. 4 of Exhibit 99.D of Amendment No. 1.
SARB	4-5, 35-37, 63, 66-68, 86-95 and 120-121 of the Annual Report. Exhibit 99.E of Amendment No. 1. Exhibit 99.E of Amendment No. 2. Exhibit 99.E of Amendment No. 3.
SARB BA210 Credit Risk Surveys, June 2013	73-74 of the Annual Report.
The Wage Settlement Survey Quarterly Report, Andrew Levy Employment Publications.	60 of the Annual Report.
Quarterly Labour Force Survey, Stats SA	4-5, 7 and 58 of the Annual Report.
IMF, World Economic Outlook Database, October 2013	6 and 32 of the Annual Report.
Rapid Mortality Surveillance Report 2011	29 of the Annual Report.
IEC (Independent Electoral Commission)	12 of the Annual Report. vi-vii of Exhibit 99.D of Amendment No. 2.
Census 2011	9 of the Annual Report.
JSE (Johannesburg Stock Exchange)	76-77 of the Annual Report.
Quantec	82-86 of the Annual Report.
2012-2013 Budget	109-110 of the Annual Report.
The MTBPS	109-110 of the Annual Report.

FORWARD-LOOKING STATEMENTS

This Prospectus and the SEC Filing Documents, which are incorporated by reference herein, include forward-looking statements. All statements other than statements of historical facts included in this Prospectus regarding, amongst other things, RSA's economy, fiscal condition, debt or prospects may constitute forward looking statements. Forward looking statements generally can be identified by the use of forward looking terminology such as "**may**", "**will**", "**expect**", "**intend**", "**estimate**", "**anticipate**", "**believe**", "**continue**", or similar terminology. Such statements are based on RSA's current plans, estimates, assumptions and projections which RSA believes are reasonable at this time. However, you should not place undue reliance on them. Forward-looking statements speak only as of the date they are made and RSA undertakes no obligation to update any of them in light of new information or future events.

Forward-looking statements involve inherent risks. RSA cautions you that a number of factors could cause actual results to differ materially from those contained in any forward-looking statements. These factors include, but are not limited to:

- External factors, such as: interest rates in financial markets outside RSA; the impact of changes in the credit rating of RSA; the impact of changes in the international prices of commodities; economic conditions in RSA's major export markets; the decisions of international financial institutions regarding the terms of their financial arrangements with RSA; and the impact of adverse developments in the region where RSA is located.
- Internal factors, such as: general economic and business conditions in RSA; present and future exchange rates of the South African currency; foreign currency reserves; the level of domestic debt; domestic inflation; the ability of RSA to effect key economic reforms; the level of foreign direct and portfolio investment; and the level of South African domestic interest rates.

STABILISATION

SUBSEQUENT TO THE ISSUE OF THE CERTIFICATES, THE JOINT LEAD MANAGER NAMED AS STABILISING MANAGER (OR ANY PERSONS ACTING ON BEHALF OF ANY STABILISING MANAGER) MAY EFFECT TRANSACTIONS WITH A VIEW TO SUPPORTING THE MARKET PRICE OF THE CERTIFICATES AT A LEVEL HIGHER THAN THAT WHICH MIGHT OTHERWISE PREVAIL, BUT IN DOING SO, THE STABILISING MANAGER SHALL ACT AS PRINCIPAL AND NOT AS AGENT OF THE TRUSTEE OR RSA. HOWEVER, THERE CAN BE NO ASSURANCE THAT THE STABILISING MANAGER (OR ANY PERSON ACTING ON BEHALF OF ANY STABILISING MANAGER) WILL UNDERTAKE STABILISATION ACTION. ANY STABILISATION ACTION MAY BEGIN ON OR AFTER THE CLOSING DATE AND, IF BEGUN, MAY BE ENDED AT ANY TIME, BUT IT MUST END NO LATER THAN THE EARLIER OF 30 DAYS AFTER THE ISSUE DATE OF THE CERTIFICATES AND 60 DAYS AFTER THE DATE OF THE ALLOTMENT OF THE CERTIFICATES. ANY STABILISATION ACTION SHALL BE CONDUCTED BY THE RELEVANT STABILISING MANAGER (OR PERSON(S) ACTING ON BEHALF OF ANY STABILISING MANAGER) IN ACCORDANCE WITH ALL APPLICABLE LAWS AND RULES AND WITH THE PRIOR CONSULTATION AND PRIOR AGREEMENT OF THE JOINT LEAD MANAGERS.

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OVERVIEW OF THE OFFERING

The following overview should be read as an introduction to, and is qualified in its entirety by reference to, the more detailed information appearing elsewhere in this Prospectus. This overview may not contain all of the information that prospective investors should consider before deciding to invest in the Certificates. Accordingly, any decision by a prospective investor to invest in the Certificates should be based on a consideration of this Prospectus as a whole.

*Words and expressions defined in the "Terms and Conditions of the Certificates" and "Overview of the Principal Transaction Documents" shall have the same meanings in this overview. In the case of any, the Conditions shall prevail. Reference to "**Condition**" is to a numbered condition of the Conditions of the Certificates.*

Parties:

Trustee:

ZAR Sovereign Capital Fund Proprietary Limited, a private company incorporated under the terms of the Companies Act, 2008 of the Republic of South Africa with registered number 2014/103609/07. The Trustee's registered office address is 3rd Floor, 200 on Main, Corner Main and Bowwood Roads, Claremont, Cape Town, 7708, South Africa and its fax number is +27866733490.

The Trustee has been incorporated solely for the purpose of participating in the transactions contemplated by the Transaction Documents to which it is a party.

The Trustee will act as trustee of The RSA Sukuk No. 1 Trust (the "**Trust**").

The Trust was established in the Republic of South Africa pursuant to the terms of Part A of the Original Trust Deed and acts through the Trustee pursuant to the terms of the Amended and Restated Trust Deed. The Trust (as issuer of the Certificates) shall act through the Trustee and accordingly the Trustee shall issue Certificates on behalf of the Trust (in such capacity, the "**Trustee**").

Founder of the Trust:

GMG Corporate Fiduciary Services Proprietary Limited, a private company duly incorporated under the laws of South Africa with registration number 2009/008765/07.

Ownership of the Trustee:

The Trustee has an authorised share capital of 1,000 nil par value shares, all of which have been issued and fully paid up as at the date of this Prospectus. The Trustee's entire issued share capital is held by GMG Trust Company (SA) Proprietary Limited in its capacity as the trustee of the owner trust in respect of the Trustee (the "**Owner Trust**") under the terms of the Owner Trust Deed (See section "*Description of the Trustee*").

Administration of the Trustee:

GMG Trust Company (SA) Proprietary Limited is the Trustee Administrator which provides, *inter alia*, certain administrative services for and on behalf of the Trustee and the Owner Trust pursuant to the Corporate Services Agreement as more particularly described in "*Description of the Trustee*". The Trustee Administrator's registered office is 3rd Floor, 200 on Main, Corner Main and Bowwood Roads, Claremont, Cape Town, 7708, South Africa.

RSA:

In respect of each of the Purchase Agreement, the Lease Agreement, the Service Agency Agreement, the Purchase Undertaking and each Transfer Document (other than the Purchase Agreement), RSA acts through the Minister of Water Affairs ("**MOWA**") in respect of any

of its rights and the performance of its obligations, other than any financial obligations or rights to receive payments, and acts through the Ministry of Finance ("MOF") in respect of the performance of any of its financial obligations and any right to receive payment.

Owner:	RSA. Pursuant to a purchase agreement (the " Purchase Agreement "), RSA will sell, grant and transfer to the Trustee a personal usufruct right in certain assets (the " Usufruct Interest ") in accordance with the terms of the Purchase Agreement. These assets (the " Asset Portfolio " and each property comprising the Asset Portfolio, an " Asset ") are located in the Republic of South Africa and are owned (or leased, as applicable) by MOWA.
Lessor:	The Trustee. Pursuant to a lease agreement (the " Lease Agreement "), the Trustee will lease to RSA, and RSA will lease from the Trustee, the Asset Portfolio (the " Lease Assets " as the same may from time to time be amended) in accordance with the terms of the Lease Agreement.
Lessee:	RSA. Pursuant to the Lease Agreement, RSA will lease from the Trustee, and the Trustee will lease to RSA, the Lease Assets in accordance with the terms of the Lease Agreement.
Service Agent:	RSA. Under the Lease Agreement, the Lessor shall be responsible for obtaining insurance for the Lease Assets, paying all proprietorship taxes (if any) in respect of the Lease Assets and performing major maintenance and structural repair on the Lease Assets. In accordance with the terms of the Service Agency Agreement, RSA in its capacity as Service Agent will be required to perform, or procure the performance of, major maintenance and structural repair and the payment of proprietorship taxes (if any) and ensure that the Lease Assets are insured in an amount equal to the Full Reinstatement Value (as defined in the Service Agency Agreement) against a Total Loss Event. The Service Agent may self-insure the Lease Assets, or obtain commercial insurances, and in the latter case shall use its reasonable endeavours to do so on a <i>takaful</i> basis if reasonable and commercially practicable.
Obligor:	RSA. In accordance with the terms of the Purchase Undertaking, RSA will be required, following the service of an exercise notice (the " Exercise Notice ") by or on behalf of the Trustee, to purchase the Trustee's Usufruct Interest from the Trustee at the Exercise Price.
Joint Lead Managers:	BNP Paribas, Kuwait Finance House Investment Co. K.S.S.C. and Standard Bank Plc.
Representative:	Citibank N.A., London Branch.
Principal Paying Agent:	Citibank N.A., London Branch.
Transfer Agents:	Citibank N.A., London Branch and Citigroup Global Markets Deutschland AG.
Registrar:	Citigroup Global Markets Deutschland AG.

Overview of the Structure and Summary of the Transaction Documents:

Overview of the Structure:	An overview of the structure of the transaction and the principal cash flows is set out in the section entitled " <i>Structure Diagram and Cash Flows</i> ".
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Summary of the Transaction Documents:

A description of the principal Transaction Documents is set out in the section entitled "*Overview of the Principal Transaction Documents*".

Overview of the Structure and Summary of the Transaction Documents:

Certificates:

U.S.\$500,000,000 Certificates due 2020.

Trust Assets:

The Trust Assets are:

- (a) the Trustee's rights, title, interest and benefit, present and future in, to and under the Trustee's Usufruct Interest;
- (b) the Trustee's rights, title, interest and benefit, present and future in, to and under the Transaction Documents (other than (i) in relation to any representation given to the Trustee by RSA pursuant to any of the Transaction Documents and any rights which have been waived by the Trustee in the Transaction Documents and (ii) the covenant given to the Trustee pursuant to Clause 9 (*Remuneration and Indemnification of the Trustee*) of the Amended and Restated Trust Deed);
- (c) all monies standing to the credit of the Transaction Account; and
- (d) all proceeds of the foregoing,

which are held by the Trustee upon trust absolutely for the Certificateholders *pro rata* according to the face amount of Certificates held by each holder in accordance with the terms of the Amended and Restated Trust Deed and the Conditions.

Closing Date:

24 September 2014.

Issuance Proceeds:

100 per cent. of the aggregate face amount of the Certificates.

Trustee Covenants:

The Trustee has agreed to certain restrictive covenants as set out in Condition 7 (*Covenants*).

Status:

Each Certificate evidences an undivided beneficial ownership interest in the Trust Assets, subject to the terms of the Amended and Restated Trust Deed and the Conditions, and is a direct, unsubordinated, unsecured and limited recourse obligation of the Trustee. Each Certificate ranks *pari passu*, without any preference or priority, with the other Certificates.

The payment obligations of RSA under the Purchase Undertaking, the Lease Agreement and the Service Agency Agreement are and will be direct, unconditional and unsecured obligations of RSA and (subject as provided in Condition 5 (*Negative Pledge*)) rank and will rank *pari passu* with all other outstanding unsecured and unsubordinated obligations of RSA for money borrowed and guarantees given by it in respect of money borrowed from others, present and future.

Periodic Distribution Dates:

24 June and 24 December in each year or, if any such day is not a Business Day, the following Business Day, commencing on 24 June 2015 and, subject to Condition 8.1 (*Periodic Distribution Amounts and Periodic Distribution Dates*), ending on the Scheduled Dissolution Date.

Periodic Distribution Amounts:

On each Periodic Distribution Date, the Certificateholders will be entitled to receive a Periodic Distribution Amount determined in accordance with Condition 8.1 (*Periodic Distribution Amounts and Periodic Distribution Dates*).

Dissolution Amount:	<p>In relation to each Certificate, an amount equal to the aggregate of:</p> <ul style="list-style-type: none"> (i) the outstanding face amount of such Certificate; and (ii) any accrued but unpaid Periodic Distribution Amounts for such Certificate.
Scheduled Dissolution Date:	24 June 2020.
Scheduled Dissolution:	<p>Upon receipt by the Trustee of the aggregate of: (i) the Exercise Price payable in accordance with the terms of the Purchase Undertaking; and (ii) the Scheduled Dissolution Rental Amount payable in accordance with the terms of the Lease Agreement, and unless the Certificates have been previously redeemed or cancelled, the Trustee will be required to apply such aggregate of the Exercise Price and the Scheduled Dissolution Rental Amount to redeem each outstanding Certificate at the Dissolution Amount on the Scheduled Dissolution Date.</p>
Early Dissolution:	<p>The Certificates may be redeemed in full prior to the Scheduled Dissolution Date only upon the:</p> <ul style="list-style-type: none"> (i) occurrence of a Dissolution Event; or (ii) occurrence of a Total Loss Event. <p>In the case of paragraph (i), the Certificates will be required to be redeemed in accordance with Condition 14 (<i>Capital Distributions of the Trust</i>) and pursuant to the exercise of the Trustee's rights under the Purchase Undertaking and the Lease Agreement. The aggregate of: (i) the Exercise Price payable under the Purchase Undertaking; and (ii) the Lease Termination Amount payable under the Lease Agreement, will be required to be used to fund the redemption of the Certificates.</p> <p>In the case of paragraph (ii) the Certificates will be required to be redeemed in accordance with Condition 14 (<i>Capital Distributions of the Trust</i>). The Total Loss Shortfall Amount payable by the Service Agent under the Service Agency Agreement shall be used to fund the redemption of the Certificates.</p>
Dissolution Events:	<p>The Dissolution Events are described in Condition 15 (<i>Dissolution Events</i>). Following the occurrence of a Dissolution Event, the Certificates may be redeemed in full at an amount equal to the Dissolution Amount in the manner described in Condition 15 (<i>Dissolution Events</i>).</p>
Total Loss Event:	<p>A Total Loss Event is:</p> <ul style="list-style-type: none"> (i) the total loss or destruction of, or damage to the whole of, the Lease Assets or any event or occurrence that renders the whole of the Lease Assets permanently unfit for any economic use and (but only after taking into consideration any insurances payable or other indemnity granted by any third party in respect of the Lease Assets) the repair or remedial work in respect thereof is wholly uneconomical; or (ii) the expropriation, nationalisation, requisition, confiscation, attachment, sequestration or execution of any legal process in respect of the whole of the Lease Assets, <p>in each case as determined by the Service Agent acting for and on behalf of the Trustee.</p>

The occurrence of a Total Loss Event will result in the Certificates being required to be redeemed.

Under the Service Agency Agreement, the Service Agent undertakes to be responsible for ensuring that the Lease Assets are properly insured (either by way of commercial insurance or self-insurance, as determined by the Service Agent in its absolute discretion) in an amount equal to the face amount of Certificates then outstanding plus 30 days' Rental (the "**Full Reinstatement Value**"). If the Service Agent procures commercial insurances in accordance with the terms of the Service Agency Agreement, it will use its reasonable endeavours to obtain such insurances on a *takaful* basis if such *takaful* insurance is reasonable and commercially practicable. If the obligations of the Service Agent thereunder are not strictly complied with and as a result any insurance amounts paid into the Transaction Account are less than the Full Reinstatement Value (the difference between the amount (if any) paid into the Transaction Account and such Full Reinstatement Value being the "**Total Loss Shortfall Amount**"), the Service Agent (unless it proves beyond any doubt that any shortfall in the insurance proceedings is not attributable to its negligence or its failing to comply with the terms of the Service Agency Agreement relating to insurance) irrevocably and unconditionally indemnifies the Trustee for the Total Loss Shortfall Amount, which will be payable directly into the Transaction Account on the 31st day following the occurrence of the Total Loss Event. Upon the occurrence of a Total Loss Event, the aggregate of any insurance proceeds and/or Total Loss Shortfall Amount are intended to be equal to the aggregate face amount of the Certificates together with all accrued and unpaid Periodic Distribution Amounts.

Partial Loss:

A "**Partial Loss Event**" is:

- (i) the total loss or destruction of, or damage to the whole of one or more (but not all) of the Lease Assets or any event or occurrence that renders the whole of one or more (but not all) of the Lease Assets permanently unfit for any economic use and (but only after taking into consideration any insurances payable or other indemnity granted by any third party in respect of such Lease Asset(s)) the repair or remedial work in respect thereof is wholly uneconomical; or
- (ii) the expropriation, nationalisation, requisition, confiscation, attachment, sequestration or execution of any legal process in respect of the whole of one or more (but not all) of the Lease Assets,

in each case as determined by the Service Agent acting for and on behalf of the Trustee and which does not, in either case, constitute a Total Loss Event;

If a Partial Loss Event occurs during a Rental Period:

- (a) Rental shall cease to accrue and be payable under the Lease Agreement in respect of the Lost Assets for the remainder of the relevant Rental Period (such amount being the "**Rental Reduction Amount**" in respect of each such Rental Period); and
- (b) due to any negligence or breach of the terms of the Service Agency Agreement by the Service Agent (provided no such breach shall constitute a Republic Event), an amount less than the relevant Rental Reduction Amount is credited to the Transaction Account on the Business Day prior to the relevant

Rental Payment Date (the difference between such Rental Reduction Amount and the amount credited to the Transaction Account on such date being the "**Partial Loss Shortfall Amount**"), then the Service Agent will irrevocably and unconditionally undertake to pay (in same day, freely transferable, cleared funds) the Partial Loss Shortfall Amount directly to the Transaction Account on the Business Day prior to the relevant Rental Payment Date.

If, following the occurrence of a Partial Loss Event and, due to any negligence or breach of the terms of the Service Agency Agreement by the Service Agent (provided no such breach shall constitute a Republic Event), the Insurance Proceeds claimed or made available (as the case may be) in accordance with the Service Agency Agreement is less than the relevant Partial Loss Reinstatement Value (the difference between such Partial Loss Reinstatement Value and the amount so claimed or made available (as the case may be) being the "**Partial Loss Reinstatement Shortfall Amount**"), then the Service Agent irrevocably and unconditionally undertakes to indemnify the Lessor in an amount equal to the Partial Loss Reinstatement Shortfall Amount. The Service Agent shall, as soon as practicable after the occurrence of the Partial Loss Event, use its reasonable endeavours, acting in good faith, to purchase on the Trustee's behalf from RSA (as owner) a Replacement Asset Usufruct Interest, using the aggregate of the Insurance Proceeds claimed or made available (as the case may be) and the Partial Loss Reinstatement Shortfall Amount (if any), all in accordance with the terms of the Service Agency Agreement.

Negative Pledge:

RSA has agreed in the Purchase Undertaking that for so long as any Certificates remain outstanding, it will not create any mortgage, pledge, lien or other arrangement creating security (other than security on goods or other assets provided to or acquired by it and securing a sum not greater than the purchase price, including interest and other related charges, of these goods or assets and related services) upon any of its present or future revenues or assets to secure any present or future External Indebtedness without equally and ratably securing its obligations under the Transaction Documents with respect to the Certificates with such External Indebtedness.

"**External Indebtedness**" means all indebtedness of RSA in respect of moneys borrowed by RSA and guarantees given by RSA for moneys borrowed by others which is expressed or denominated in a currency or currencies other than South African Rand or which is, at the option of the person entitled thereto, payable in a currency or currencies other than South African Rand.

For the avoidance of doubt, this negative pledge does not prevent RSA from issuing (directly or indirectly) unsecured asset-based sukuk certificates for so long as the Certificates remain outstanding.

Asset Substitution:

The Sale Undertaking grants RSA the right to substitute any Substituted Assets Usufruct Interest for a New Assets Usufruct Interest which has a Value that is not less than the Value of the Substituted Assets Usufruct Interest being transferred to RSA.

Purchase of Certificates held by RSA:

Pursuant to the Sale Undertaking, following any purchase of Cancellation Certificates by or on behalf of the Trustee or RSA pursuant to Condition 13 (*Purchase and Cancellation of Certificates—Purchases*), RSA shall be entitled to require the Trustee's to sell and transfer the Cancellation Assets Usufruct Interest

(provided the aggregate Value thereof is no greater than the aggregate face amount of the Cancellation Certificates) in consideration for the cancellation of such Cancellation Certificates.

In the case of any Cancellation Certificates held by, for or on behalf of the Trustee or RSA and which are not yet cancelled such Cancellation Certificates shall be deemed not to remain outstanding.

Transaction Account:

The non interest bearing U.S. Dollar denominated account maintained in the name of the Trustee with the Principal Paying Agent solely in respect of the Certificates.

Limited Recourse:

The proceeds of the Trust Assets are the sole source of payments on the Certificates. Save as provided in the next sentence, the Certificates do not represent an interest in or obligation of any of the Trustee, RSA, the Representative, the Agents or any of their respective affiliates. Accordingly, Certificateholders, by subscribing for or acquiring the Certificates, acknowledge that:

- (i) they will not have recourse to any assets of the Trustee, the Representative, the Agents, or any of their respective affiliates in respect of any shortfall in the expected amounts from the Trust Assets to the extent the Trust Assets have been exhausted following which all obligations of the Trustee shall be extinguished; and
- (ii) any recourse to the assets of RSA shall be limited to the Trust Assets, which include obligations of RSA under the Transaction Documents.

See "*Risk Factors—Risks relating to the Trust Assets and limited rights of enforcements*".

Role of the Representative:

Pursuant to the Amended and Restated Trust Deed, the Representative has agreed to act as representative for the Trustee and the Certificateholders and to undertake certain administrative functions in respect of the Certificates and the Transaction Documents.

Denomination of Certificates:

The Certificates will be issued in minimum denominations of U.S.\$200,000 and in integral multiples of U.S.\$1,000 in excess thereof.

Form and Delivery of the Certificates:

The Certificates are: (1) Regulation S Certificates; and (2) Restricted Certificates.

The Regulation S Certificates will be represented on issue by beneficial interests in one or more Regulation S Global Certificates, in fully registered form, which will be deposited with a common depositary for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg.

The Restricted Certificates will be represented on issue by beneficial interests in one or more Restricted Global Certificates in fully registered form, which will be deposited with the custodian for, and registered in the name of a nominee of, DTC.

Ownership interests in the Regulation S Global Certificates and the Restricted Global Certificates (together, the "**Global Certificates**") will be subject to certain restrictions on transfer. See "*Transfer Restrictions*." Interests in the Global Certificates will be shown on, and transfers thereof will only be effected through, records maintained by the relevant clearing systems. See "*Global Certificates*" and "*Clearance and Settlement*".

Definitive Certificates evidencing holdings of Certificates may be issued in exchange for interests in the relevant Global Certificates only in certain limited circumstances.

Clearance and Settlement:

Holders of the Certificates must hold their interest in the relevant Global Certificate in book entry form through DTC, Euroclear and/or Clearstream, Luxembourg. Transfers within and between the relevant clearing systems will be in accordance with the usual rules and operating procedures of the relevant clearing systems. See "*Clearance and Settlement*".

Withholding Tax:

All payments in respect of the Certificates will be required to be made free and clear of, and without withholding or deduction for, or on account of, any Taxes unless the withholding or deduction of the Taxes is required by law. In the event that any such deduction is made, the Trustee has agreed that it will be required to pay additional amounts so that the full amount which otherwise would have been due and payable under the Certificates is received by the Certificateholders, subject to the exceptions set out in Condition 11 (*Taxation*).

All payments by RSA under the Transaction Documents to which it is a party shall be paid by it without any deduction or withholding for or on account of Tax unless required by law and, in the event that there is any such deduction or withholding for on account of Tax, RSA shall pay, to the extent permitted by law, to the Trustee or such other persons as the Trustee may direct, such additional amounts in U.S. dollars as are necessary in order that the net payment, after the imposition of any Taxes in respect thereof, will not be less than the amount the Trustee would have received in the absence of such Taxes.

Use of Proceeds:

The proceeds of the issue of the Certificates will be paid by the Trustee on the Closing Date to RSA or to its order as the purchase price for the grant and transfer of the Usufruct Interest in the Asset Portfolio pursuant to the Purchase Agreement (in the case of the first tranche of the issuance of Certificates), and (in the case of any subsequent tranche of such issuance of Certificates) as the purchase price payable under the relevant transfer agreement entered into pursuant to the Additional Assets Undertaking for the relevant Additional Assets.

The proceeds received by RSA is intended to be used to repay maturing debt and for the general purposes of the National Government, pursuant to section 71 of the South African Public Finance Management Act 1999. See "*The External Sector of the Economy*" and "*National Government Debt—Summary of External National Government Debt*" in the Annual Report incorporated by reference in this Prospectus.

Listing and admission to trading:

This Prospectus has been approved by the CSSF, as competent authority under the Prospectus Directive. Application has been made to the Luxembourg Stock Exchange for the Certificates to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC) of the European Parliament and to be listed on the official list of the Luxembourg Stock Exchange.

Certificateholder Meetings:

A summary of the provisions for convening meetings of Certificateholders to consider matters relating to their interests as such is set out in Condition 19 (*Meetings of Certificateholders, Modification, Waiver, Authorisation and Determination*).

Proceeding Against RSA and the Trustee:

A summary of the limitations on Certificateholders' rights to proceed directly against the Trustee or RSA is set out in Condition 16 (*Enforcement*).

Tax Considerations:

See the section entitled "*Taxation*" for a description of certain tax considerations applicable to the Certificates.

Governing Law:

The Purchase Agreement, each Transfer Document (other than the Purchase Agreement), the Corporate Services Agreement, and the provisions set out in Part A of the Amended and Restated Trust Deed will be governed by, and construed in accordance with, South African law (the "**RSA Law Documents**").

The Amended and Restated Trust Deed (other than Part A thereof), the Certificates, the Agency Agreement, the Subscription Agreement, the Purchase Undertaking, the Sale Undertaking, the Additional Assets Undertaking, the Lease Agreement, the Service Agency Agreement, the Power of Attorney and any non contractual obligations arising out of or in connection with the same, will be governed by, and construed in accordance with, English law (the "**English Law Documents**").

Transaction Documents:

The Purchase Agreement, the Lease Agreement, the Service Agency Agreement, the Purchase Undertaking, the Sale Undertaking, the Additional Assets Undertaking, the Transfer Documents, and any other agreements, deeds, undertakings or documents designated as such by the parties to the Sukuk Documents and which can be entered into by the parties from time to time (together the "**Sukuk Documents**").

The Sukuk Documents, the Amended and Restated Trust Deed, the Power of Attorney, the Agency Agreement, the Certificates and any other agreements, deeds, undertakings or documents designated as such by the parties to the Transaction Documents and which can be entered into by the parties from time to time (together the "**Transaction Documents**").

Ratings:

On issuance, the Certificates are expected to be assigned a rating of BBB by Fitch, Baa1 by Moody's and BBB- by S&P.

A rating is not a recommendation to buy, sell or hold the Certificates (or beneficial interests therein). Ratings may be subject to suspension, revision or withdrawal at any time by the assigning rating organisation.

Selling Restrictions:

The Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Certificates are being offered and sold: (i) in the United States only to persons reasonably believed to be QIBs that are also QPs in reliance on Rule 144A of the Securities Act; or (ii) to non-U.S. persons in an offshore transaction in reliance on Regulation S.

The Certificates may be sold in other jurisdictions (including the United Kingdom, the Dubai International Financial Centre, the United Arab Emirates (excluding the Dubai International Financial Centre), the Kingdom of Bahrain, the Kingdom of Saudi Arabia, Malaysia, the State of Qatar, Singapore, the State of Kuwait, Hong Kong and the Republic of South Africa, only in compliance with applicable laws and regulations. See "*Subscription and Sale*" and "*Transfer Restrictions*".

Waiver of Immunity:

RSA waives any immunity from the jurisdiction of the South African courts (in the case of the RSA Law Documents to which is a party) and the English courts or any other court of competent jurisdiction (in the case of the English Law Documents to which is a party) over any suit, action or proceeding (other than a pre-judgment attachment, immunity from which is expressly not waived), that may be brought in connection with the Transaction Documents to which it is a party, as applicable. RSA irrevocably waives, in relation to any such suit, action or proceeding in any such court, to the fullest extent permitted by law, any immunity and any objection to any such suit, action, or proceeding on the grounds of venue or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. Such waiver of immunity constitutes only a limited and specific waiver for the purposes of Transaction Documents to which it is a party and under no circumstances shall it be interpreted as a general waiver by RSA or a waiver with respect to proceedings unrelated to the Transaction Documents to which it is a party.

Save in respect of the RSA Law Documents to which it is a party, RSA does not waive immunity under the U.S. Foreign Sovereign Immunities Act of 1976 in respect of any claim against it under United States federal securities laws or any state securities laws. RSA does not waive any immunity in respect of present or future "premises of the mission" as such term is defined in the Vienna Convention on Diplomatic Relations signed in 1961, or "consular premises" as such term is defined in the Vienna Convention on Consular Relations signed in 1963 or military property or military assets of RSA related thereto. RSA agrees that final judgment in any such suit, action or proceeding brought in such court shall be conclusive and binding upon such party and may be enforced in any court to the jurisdiction of which such party is subject by a suit upon such judgment; provided that, in respect of any suit, action or proceeding in the English courts, service of process is effected upon such party in the manner provided by the English Law Documents to which RSA is a party.

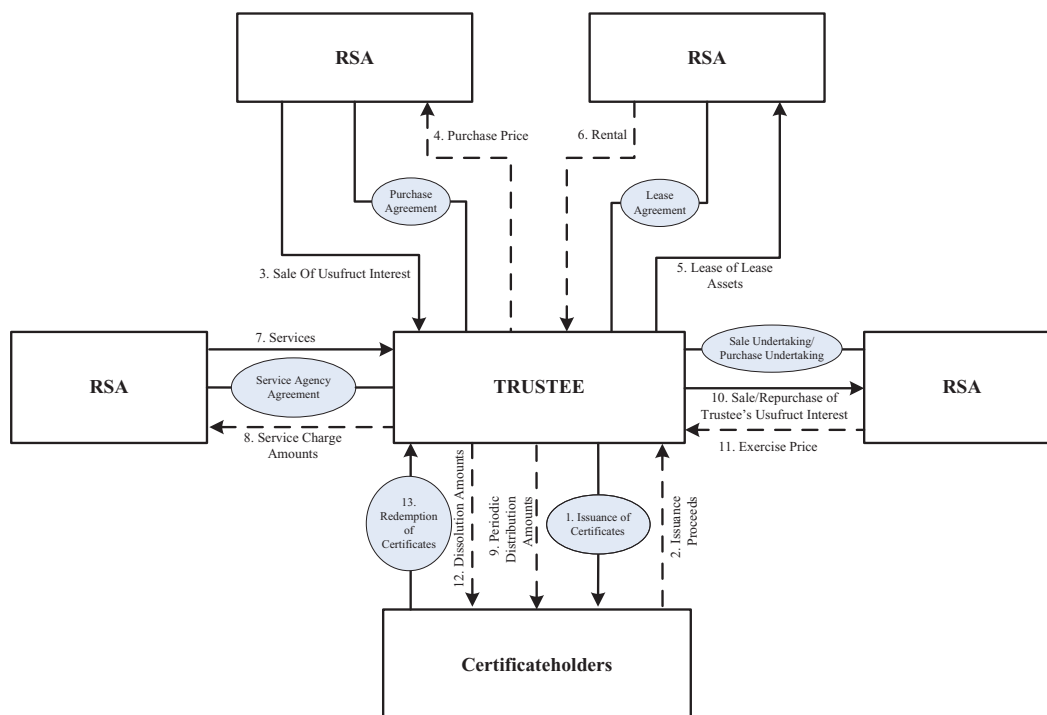
ERISA Considerations:

Plans and other entities subject to ERISA or Section 4975 of the U.S. Tax Code may not acquire Certificates (or any interest in a Certificate). Plans subject to similar laws may, subject to certain requirements, acquire Certificates (or any interest in a Certificate). See "*ERISA Considerations*".

STRUCTURE DIAGRAM AND CASH FLOWS

Set out below is a structure diagram and description of the principal cash flows underlying the transaction. Potential investors are referred to the terms and conditions of the Certificates and the detailed descriptions of the relevant Transaction Documents in this Prospectus for a fuller description of certain cash flows and for an explanation of the meaning of certain capitalized terms used below.

Structure Diagram



Principal Cash Flows

Payments by the Certificateholders and the Trustee

On the Closing Date, the Certificateholders will pay the Issuance Proceeds to the Trustee. Under the Purchase Agreement, the Trustee will pay such amount to RSA as the purchase price for the sale, grant and transfer of the Usufruct Interest (in the case of the first tranche of the issuance of Certificates), and (in the case of any subsequent tranche of such issuance of Certificates) as the purchase price payable under the relevant transfer agreement entered into pursuant to the Additional Assets Undertaking for the relevant Additional Assets.

Periodic Payments by the Trustee

Pursuant to the terms of the Lease Agreement, on the Business Day prior to each Rental Payment Date RSA (as lessee) will pay to the Trustee (as lessor) Rental. The relevant payment of Rental is intended to be equal to the relevant Periodic Distribution Amount payable by the Trustee on the relevant Periodic Distribution Date to the Certificateholders under the Certificates.

Dissolution Payment by RSA

The Trustee (or the Representative acting in the name of and on behalf of the Trustee pursuant to the Amended and Restated Trust Deed) may exercise its rights under the Purchase Undertaking to require RSA to purchase and accept the transfer of the Trustee's Usufruct Interest by delivering an Exercise Notice to RSA:

- (a) following the occurrence of a Dissolution Event; or
- (b) on the fifth day prior to the Scheduled Dissolution Date,

specifying therein the due date for payment of the Exercise Price which, in respect of a Dissolution Event, may be the date of the Exercise Notice, and in respect of a Scheduled Dissolution Date, shall be the Business Day immediately preceding the Scheduled Dissolution Date.

The aggregate of: (i) the Exercise Price payable under the Purchase Undertaking; and (ii) the Scheduled Dissolution Rental Amount (in respect of a Scheduled Dissolution Date) or Lease Termination Amount (in respect of a Dissolution Event) payable under the Lease Agreement, is intended to fund the redemption of the Certificates on the relevant Dissolution Date.

Cancellation of Certificates held by RSA

In accordance with Condition 13 (*Purchase and Cancellation of Certificates*), any of the Trustee and RSA (or any agent acting on its behalf) may at any time purchase Certificates at any price in the open market or otherwise.

Pursuant to the terms of the Sale Undertaking, provided that no Total Loss Event has occurred, RSA shall have the right to require the Trustee to sell and transfer to it the Cancellation Assets Usufruct Interest in consideration for the cancellation of Certificates so purchased by or on behalf of RSA, referred to as the "**Cancellation Certificates**", The aggregate Value of any Cancellation Assets Usufruct Interest shall not be greater than the aggregate face amount of the Cancellation Certificates.

Substitution of Lease Assets

The Sale Undertaking grants RSA the right to substitute any Substituted Assets Usufruct Interest for a New Assets Usufruct Interest which has a Value that is not less than the Value of the Substituted Assets Usufruct Interest being transferred to RSA.

Further Issuance of Certificates

The Trustee may at any time (including during a Rental Period) (without the consent of the Certificateholders) create and issue Additional Certificates having the same terms and conditions as the Certificates issued on the Closing Date (save for the date of payment and amount of the first payment of the periodic distribution amount and the issuance price).

In connection with an issuance of Additional Certificates in accordance with Condition 21 (*Further Issuance*), pursuant to the Additional Assets Undertaking the Trustee grants to RSA the right to require the Trustee to purchase and accept a grant of an Additional Assets Usufruct Interest from RSA in consideration for the payment by the Trustee to RSA of the proceeds of the related issuance of Additional Certificates.

RISK FACTORS

An investment in the Certificates involves certain risks and may be suitable only for investors who have the knowledge and experience in financial and business matters to enable them to evaluate the risks and merits of an investment in the Certificates. Prospective investors should carefully consider, in the light of their own financial circumstances and investment objectives, the following factors, in addition to the matters set forth elsewhere in this Prospectus, prior to investing in the Certificates. Prospective investors should make their own inquiries as they deem necessary without relying on RSA or any Joint Lead Manager and should consult with their financial, tax, legal, accounting and other advisers, prior to deciding whether to make an investment in the Certificates. Each of RSA and the Trustee believes that the factors described below represent the principal risks inherent in investing in the Certificates, but RSA and the Trustee may be unable to pay any amounts on or in connection with any Certificate for other reasons and neither RSA nor the Trustee represents that the statements below regarding the risks of holding any Certificate are exhaustive or that the statements below relate to all risks. There may also be other considerations, including some which may not be presently known to RSA or the Trustee or which RSA or the Trustee currently deem immaterial, that may impact on any investment in the Certificates.

Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision. Words and expressions defined elsewhere in this Prospectus shall have the same meanings in this section.

Risks relating to the Trustee

The Trustee was established on 27 May 2014 and has no operating history. The Trustee is not permitted to engage in any business activity other than (in its capacity as trustee of the Trust) the issuance of the Certificates on behalf of the Trust (in such capacity, the Trustee), the acquisition of the Trust Assets, and other activities incidental or related to the foregoing or as required under the Transaction Documents.

The Trustee's only assets which will be held on its own behalf and for the account and benefit of the Certificateholders, will be the Trust Assets, including its right to receive payments from the Lessee under the Lease Agreement, the Service Agent under the Service Agency Agreement, and payments from RSA under the Purchase Undertaking, in each case held in its capacity as Trustee of the Trust. Therefore, the Trustee is subject to all the risks to which RSA is subject, to the extent that such risks could limit RSA's ability to satisfy in full and on a timely basis its obligations under the Transaction Documents to which it is a party. Investors should therefore carefully review the description of RSA in the SEC Filing Documents, which are incorporated by reference into this Prospectus.

The ability of the Trustee to pay amounts due on the Certificates will solely be dependent upon receipt by the Trustee from the Lessee of all amounts due under the Lease Agreement, from RSA of the Exercise Price under the Purchase Undertaking and payments from RSA under the Service Agency Agreement. In the event of any shortfall in such amounts, the ability of the Trustee to meet payment obligations under the Certificates may be adversely affected. See "*Risks relating to the Certificates—The Certificates are limited recourse obligations*".

Risks relating to RSA

Certain economic risks are inherent in any investment in an emerging market country such as RSA.

Investing in an emerging market country such as RSA carries economic risks. These risks include economic instability that may affect RSA's economic results. Economic instability in RSA in the past and in other emerging market countries has been caused by many different factors, including the following:

- general economic and business conditions;
- high interest rates;
- changes in currency values;
- high levels of inflation;
- exchange rates;
- exchange controls;
- wage and price controls;
- foreign currency reserves;

- changes in economic or tax policies;
- the imposition of trade barriers; and
- internal security issues.

Any of these factors, as well as volatility in the markets for securities similar to the Certificates, may adversely affect the value or liquidity of the Certificates.

RSA's economy remains vulnerable to external shocks, including the current global economic crisis and those that could be caused by future significant economic difficulties of its major regional trading partners or by more general "contagion" effects, which could have an adverse effect on RSA's economic growth and its ability to service its public debt.

Emerging market investment generally poses a greater degree of risk than investment in more mature market economies because the economies in the developing world are more susceptible to destabilisation resulting from domestic and international developments.

RSA's economy remains vulnerable to external shocks, including the current global economic crisis and the recent turmoil in the European banking system and the markets for the sovereign debt of certain members of the European monetary system. If there is a significant decline in the economic growth of any of RSA's major trading partners, such as the European Union, or any euro area member experiences difficulties issuing securities in the sovereign debt market or servicing existing debt, it could have a material adverse impact on RSA's balance of trade and adversely affect RSA's economic growth. The European Union is RSA's largest export market. A decline in demand for imports from any member of the European Union could have a material adverse effect on RSA's exports and RSA's economic growth. As of 30 June 2014, RSA's banks held approximately U.S.\$28.6 billion in assets located in the European Union.

In addition, because international investors' reactions to the events occurring in one emerging market country sometimes appear to demonstrate a "contagion" effect, in which an entire region or class of investment is disfavored by international investors, RSA could be adversely affected by negative economic or financial developments in other emerging market countries. The Monetary Policy Committee of the SARB stated on 22 May 2014 that the global economic environment remains challenging, notwithstanding some improvement in sentiment. Key factors affecting the environment include the possibility of an earlier-than-expected increase in the U.S. and UK policy rates in 2015, further evidence of a slowdown in China and geo-political tensions arising from the situation in Ukraine. The domestic economic outlook has deteriorated significantly amid a contraction of the mining and manufacturing industries in the first quarter of 2014, continued strikes in the platinum sector and continued uncertainty regarding a stable and sufficient electricity supply. Against this backdrop, monetary policy faces an increasingly challenging scenario. While recent inflation forecasts suggest marginal improvements in the medium term, upside risks to the inflation outlook persist despite the recent appreciation of the Rand, which remains vulnerable to shifts in global risk sentiment and adverse domestic developments.

There can be no assurance that any crises such as those described above or similar events will not negatively affect investor confidence in emerging markets, including RSA, or the economies of the principal countries in Europe. In addition, there can be no assurance that these events will not adversely affect RSA's economy and its ability to raise capital in the external debt markets in the future.

A breakdown in industrial relations could have an adverse effect on RSA's economy and stability.

National Treasury estimates that, as a result of a series of strikes following the August 2012 strike at the Lonmin mine in Marikana, the total value of production lost to platinum and gold mining strikes and stoppages during 2012 amounted to about R10.1 billion. On 23 January 2014, the Association of Mineworkers and Construction Union ("AMCU"), one of the major unions in the Republic of South Africa for platinum and gold mining workers (representing 66 per cent. of workers), initiated a strike, which is considered to be the lengthiest and most costly strike in the history of the Republic of South Africa. Since initiation of this strike on 23 January 2014 to 5 June 2014, the total loss to striking employees in terms of salaries and wages foregone amounted to R9.4 billion, and revenue lost to mining companies amounted to R21.1 billion. In addition, as a result of the strike it is estimated that: mining companies continue to incur costs of approximately R68.0 million per day to keep shafts accessible for future mining activity; suppliers forfeit approximately R17.0 million in sales daily; and capital investment of approximately R30.0 million per day is forgone.

Declining mining output and the spread of strike activity continue to result in depressed activity in related industries, including manufacturing, logistics and services, with negative consequences for gross domestic product, tax revenues, exports and employment.

While there are currently initiatives by the National Government to ensure peaceful wage negotiations in the next round of negotiations with labour unions, the Monetary Policy Committee of the SARB stated on 22 May 2014 that there is still no end in sight to the protracted strike in the platinum sector, and the economic and social costs are escalating and are potentially devastating. There can be no assurance that these events will not further adversely affect RSA's economy and its ability to raise capital in the external debt markets in the future.

The ratings on the Certificates may be changed at any time and may adversely affect the market value of the Certificates.

On issuance, the Certificates are expected to be assigned a rating of BBB by Fitch, Baa1 by Moody's and BBB- by S&P. A credit rating may not reflect all risks. The ratings may not reflect the potential effect of all risks related to the transaction structure, the market, the additional factors discussed above or any other factors that may affect the value of the Certificates. A credit rating is not a recommendation to buy, sell or hold securities (including the Certificates), and may be revised or withdrawn by the rating agency at any time.

In general, European regulated investors are restricted under the CRA Regulation from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU registered credit rating agency or the relevant non EU rating agency is certified in accordance with the CRA regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). The list of registered and certified rating agencies published by ESMA on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency in such list, as there may be delays between certain supervisory measures being taken against a relevant rating agency and publication of an updated ESMA list. Certain information with respect to the credit rating agencies and ratings of RSA is set out on the cover of this Prospectus.

Risks relating to the Certificates

Collective investment schemes under South African law have to be registered, or an exemption from registration obtained, under the Collective Investment Schemes Control Act, No. 45 of 2002 ("CISCA").

The Trust is expected to have a usufructuary interest which is an interest in immovable property and which may be interpreted as a collective investment scheme and in which case has to be registered, or an exemption from the registrar of the collective investment schemes (the "CIS Registrar") be obtained, under CISCA.

Collective investment schemes are regulated by the Financial Services Board (FSB) of the Republic of South Africa. On 21 August 2014, the CIS Registrar confirmed in writing to the National Treasury that the CIS Registrar was of the opinion that the Trust, while structured similarly to collective investment schemes, falls outside of the regulatory purview of CISCA and, therefore, an exemption from registration under CISCA was not required. Based on the opinion of the CIS Registrar, the Trust has not been registered under CISCA nor has an exemption from registration been obtained as at the date of this Prospectus.

In the event that the interpretation of the law in the future were to change such that CISCA did apply to the Trust, the CIS Registrar may require registration of the Trust under CISCA or that an exemption from registration be obtained by the Trustee.

In such circumstances should the Trust not comply, the CIS Registrar shall be entitled to instruct that the Trust Assets be realised. Prospective investors should note that this may lead to a Dissolution Event.

There is currently no secondary market for the Certificates and there may be limited liquidity for Certificateholders.

There is no assurance that a secondary market for the Certificates will develop or, if it does develop, that it will provide the Certificateholders with liquidity of investment or that it will continue for the life of the Certificates. Accordingly, a Certificateholder may not be able to find a buyer to buy its Certificates readily or at prices that

will enable the Certificateholder to realise a desired yield. The market value of the Certificates may fluctuate, and a lack of liquidity, in particular, can have a material adverse effect on the market value of the Certificates. Accordingly, the purchase of the Certificates is suitable only for investors who can bear the risks associated with a lack of liquidity in the Certificates and the financial and other risks associated with an investment in the Certificates. An investor in the Certificates must be prepared to hold the Certificates for an indefinite period of time or until their maturity. An application has been made for the Certificates to be admitted to listing on the official list and to trading on the regulated market of the Luxembourg Stock Exchange but there can be no assurance that any such listing will occur on or prior to the date of this Prospectus or at all, if it does occur, that it will enhance the liquidity of the Certificates.

The Certificates may be subject to restrictions on transfer which may adversely affect the value of the Certificates.

The Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. The Certificates may not be offered or sold within the United States or to, or for the account of, U.S. persons, except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the Securities Act. Similar restrictions will apply in other jurisdictions. In addition, neither the Trustee nor the Trust has been nor will be registered as an "investment company" under the Investment Company Act. The Certificates, the Agency Agreement and the Subscription Agreement will contain provisions that will restrict the Certificates from being offered, sold or otherwise transferred except pursuant to the exemptions available pursuant to Rule 144A and Regulation S, or other specified exceptions, under the Securities Act and Rule 3(c)(7) under the Investment Company Act. Furthermore, the Trustee has not registered the Certificates under any other country's securities laws. Investors must ensure that their offers and sales of the Certificates within the United States and other countries comply with applicable securities laws. See "Transfer Restrictions".

The Transaction Documents may be modified without notice to Certificateholders.

The Conditions and the Amended and Restated Trust Deed contain provisions permitting the Representative from time to time and at any time without any consent or sanction of the Certificateholders to make any modification of, or agree to the waiver or authorisation of any breach or proposed breach of, any of the Conditions or any of the provisions of the Amended and Restated Trust Deed, of any other Transaction Document or of the Corporate Services Agreement, or determine, without any such consent as aforesaid, that any Dissolution Event shall not be treated as such, if, in the opinion of the Representative: (a) such modification is of a formal, minor or technical nature; (b) such modification is made to correct a manifest error; or (c) such modification, waiver, authorisation or determination is not materially prejudicial to the interests of Certificateholders, other than in respect of a Reserved Matter. Unless the Representative otherwise decides, any such modification shall as soon as practicable thereafter be notified by the Trustee (or RSA on its behalf) to the Certificateholders and shall in any event be binding upon the Certificateholders.

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Prospective investors should consult their legal advisers to determine whether and to what extent: (1) the Certificates are legal investments for such prospective investors; (2) the Certificates can be used as collateral for various types of borrowing; and (3) other restrictions apply to their purchase or pledge of any Certificates. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Certificates under any applicable risk based capital or similar rules.

Risks relating to the Lease Assets and limited rights of enforcement

The Certificates are limited recourse obligations.

The Certificates are not debt obligations of the Trustee. Instead, the Certificates represent an undivided beneficial ownership interest solely in the Trust Assets. Recourse to the Trustee in respect of the Certificates is limited to the Trust Assets and the proceeds of such Trust Assets are the sole source of payments on the Certificates. Upon the occurrence of a Dissolution Event, the sole rights of the Representative and, through the Representative, the Certificateholders, will be against RSA to perform its obligations under the Transaction Documents to which it is a party. Certificateholders will have no recourse to the assets over which the personal usufruct interest was granted pursuant to the terms of the Transaction Documents, nor to any assets of the Trustee, the Representative or RSA in respect of any shortfall in the expected amounts due under the Certificates. RSA is obliged to make

certain payments under the Transaction Documents to which it is a party directly to the Trustee, and the Representative will have direct recourse against RSA to recover such payments due to the Trustee pursuant to the Transaction Documents to which it is a party. In the absence of default by the Representative, investors have no direct recourse to RSA and there is no assurance that the net proceeds of any enforcement action with respect to the Trust Assets (which, as described above, will be limited to enforcing each of RSA's and the Trustee's respective obligations under the Transaction Documents to which they are a party) will be sufficient to make all payments due in respect of the Certificates. After enforcing the rights in respect of the Trust Assets (in the manner described above) and distributing the net proceeds of such Trust Assets in accordance with Condition 6.2 (*The Trust—Application of Proceeds from the Trust Assets*), the obligations of the Trustee in respect of the Certificates shall be satisfied and neither the Representative nor any Certificateholder may take any further steps against the Trustee to recover any further sums in respect of the Certificates and the right to receive any such sums unpaid shall be extinguished. Furthermore, under no circumstances shall the Trustee, the Representative or any Certificateholder have any right to cause the sale or other disposition of any of the Lease Assets or Usufruct Interest except pursuant to the Transaction Documents. The sole right of the Trustee, the Representative and the Certificateholders against RSA shall be to enforce the obligation of RSA to perform its obligations under the Transaction Documents to which it is a party.

Certificateholders may be adversely affected by a Total Loss Event despite the Trustee's obligation to adequately insure the Asset Portfolio.

Pursuant to the Lease Agreement, the Trustee is required, among other things, to insure the Lease Assets. RSA has undertaken in the Service Agency Agreement, inter alia, to insure the Lease Assets in the name of the Trustee against the occurrence of a Total Loss Event for an amount equal to the Full Reinstatement Value. It is not required that the insurances for the Lease Assets are entered into with third parties and RSA will be permitted to self insure the Lease Assets.

Should a Total Loss Event occur with respect to the Lease Assets, if the amount (if any) credited to the Transaction Account on the 31st day after the Total Loss Event is less than the Full Reinstatement Value (the difference between such Full Reinstatement Value and the amount credited to the Transaction Account being the "**Total Loss Shortfall Amount**"), then the Service Agent (unless it proves beyond any doubt that any shortfall in the proceeds of any insurances is not attributable to its negligence or its failing to comply with the terms of the Service Agency Agreement relating to insurance) irrevocably and unconditionally undertakes to indemnify the Trustee for the Total Loss Shortfall Amount, which will be payable (in same day, freely transferable, cleared funds) directly to the Transaction Account by no later than close of business in London on the 31st day after the Total Loss Event has occurred. The Certificateholders are therefore exposed to the risk that RSA may not be able to satisfy in full and on a timely basis its obligation to pay the Total Loss Shortfall Amount (which is intended to be an amount equal to the Dissolution Amount) in connection with redemption of the Certificates.

Enforcement of Foreign Judgments.

Payment of the Periodic Distribution Amounts and Dissolution Amounts due under the Certificates are dependent upon the Trustee receiving payments from RSA pursuant to the terms of the Lease Agreement, the Service Agency Agreement and the Purchase Undertaking upon its exercise, as applicable. If RSA fails to make payment of amounts due under the Transaction Documents to which it is a party, action may be brought against RSA in the English courts to enforce its obligations thereunder.

In order to enforce a foreign court judgment against RSA, consent of the South African Minister of Trade and Industry is required in accordance with the Protection of Business Act 1978. While such consent is expected to be granted, there is no guarantee that it will not be denied. Following receipt of such consent, the High Court of the Republic of South Africa (the "**High Court**") is expected to recognise and enforce an English court order against RSA (without re-litigating the matter which gave rise to the judgment) in accordance with procedures ordinarily applicable under South African law for the recognition and enforcement of foreign judgments, namely a provisional sentence summons, application for summary judgment or action claiming enforcement of the foreign judgment; *provided* that the judgment was final and conclusive, has not been prescribed, was not obtained by fraud or in any manner opposed to natural justice or contrary to the international principles of due process and procedural fairness, that the enforcement of the judgment is not contrary to public policy in RSA and that the foreign court in question had jurisdiction and competence according to applicable rules on conflicts of laws. South African courts will not enforce foreign revenue or penal laws (such as fines or a governmental levy (distinct from private judgments)) and South African courts have, as a matter of public policy, generally not enforced awards for multiple or punitive damages.

If RSA successfully argued fraud or a flaw in process, or other grounds as set out above, in connection with the award of the English court judgment, the High Court may seize jurisdiction and examine the merits of the claim or the High Court may redirect the parties to the original court of jurisdiction.

Limited Waiver of Immunity—RSA has not waived sovereign immunity under US Securities laws.

RSA is a sovereign state. The Transaction Documents (other than the Purchase Agreement and the other Transfer Documents) will be governed by English law, and accordingly, RSA has irrevocably agreed to submit to the jurisdiction of any English court in respect of any action arising out of or based on such Transaction Documents. RSA has waived its right to claim sovereign immunity (save with respect to any immunity under the U.S. Foreign Sovereign Immunities Act of 1976 (the "**Immunities Act**") as described below) in respect of any claim against it in connection with its obligations under the Transaction Documents to which it is a party (See Condition 24.3 (*Governing Law and Jurisdiction—Immunity*)).

RSA has not consented to service or waived sovereign immunity with respect to actions brought against it under United States federal securities laws or any state securities laws. In the absence of a waiver of immunity by RSA with respect to these actions, it would not be possible to obtain judgment in such an action brought against RSA in a court in the United States unless the court were to determine that RSA is not entitled under the Immunities Act to sovereign immunity with respect to such action. Even if a United States judgment could be obtained in such an action, it may not be possible to enforce in RSA a judgment based on such a United States judgment. Execution upon property of RSA located in the United States to enforce a United States judgment may not be possible except under the limited circumstances specified in the Immunities Act.

While under South African law a waiver of sovereign immunity is valid and enforceable in connection with commercial transactions (such as those contemplated by the Transaction Documents to which RSA is a party), upon an award of judgment against RSA by the High Court for amounts due by RSA in connection with the enforcement of an English court judgment on behalf of the Certificateholders, attachment to the assets of RSA is limited to moveable assets.

Certificateholders will be reliant on DTC, Euroclear and/or Clearstream, Luxembourg procedures to exercise certain rights under the Certificates.

The Certificates will be represented on issue by one or more Global Certificates that will be deposited with a nominee for DTC or will be deposited with a common depository for Euroclear and Clearstream, Luxembourg (see "*Global Certificates*" and "*Clearance and Settlement*"). Except in the limited circumstances described in the Global Certificates, investors will not be entitled to receive Certificates in definitive form. Each of DTC, Euroclear and Clearstream, Luxembourg and their direct and indirect participants will maintain records of the beneficial interests in the Global Certificates. While the Certificates are represented by the Global Certificates, investors will be able to trade their beneficial interests only through the relevant clearing systems and their respective participants.

While the Certificates are represented by the Global Certificates, the Trustee will discharge its payment obligation under the Certificates by making payments through the relevant clearing systems. A holder of a beneficial interest in a Global Certificate must rely on the procedures of the relevant clearing system and its participants to receive payments under the relevant Certificates. The Trustee has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in a Global Certificate.

Holders of beneficial interests in a Global Certificate will not have a direct right to vote in respect of the relevant Certificates. Instead, such holders will be permitted to act only to the extent that they are enabled by the relevant clearing system and its participants to appoint appropriate proxies.

There is no assurance that the Certificates will be compliant with the principles of Shari'a.

Members of the BNP Paribas *Shari'a* Supervisory Committee and the *Shari'a* Advisory Boards of Kuwait Finance House Investment Co. K.S.C.C. have each confirmed that the Transaction Documents are, in their view, *Shari'a* compliant. However, there can be no assurance that the Transaction Documents or any issue and trading of any Certificates will be deemed to be *Shari'a* compliant by any other *Shari'a* board or *Shari'a* scholars. None of the Trustee, RSA, the Joint Lead Managers, the Representative or the Agents makes any representation as to the compliance of the Transaction Documents or the Certificates with the principles of *Shari'a* and potential investors are reminded that, as with any views on *Shari'a*, differences in opinion are possible. Potential investors should obtain their own independent *Shari'a* advice as to the compliance of the structure and the issue and trading of the Certificates with the principles of *Shari'a*.

Risk relating to taxation

EU Savings Directive.

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**EU Savings Directive**"), each Member State is required to provide to the tax authorities of other Member States details of payments of interest (or similar income, which may include Periodic Distribution Amounts) paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or a Residual Entity within the meaning of Article 4.2 of the EU Savings Directive (hereafter "**Residual Entity**") established in another Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at a rate of 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government dated 10 April 2013.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or a Residual Entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or a Residual Entity established in one of those territories.

The Council of the European Union formally adopted a Council Directive amending the EU Savings Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States are required to apply the new requirements from 1 January 2017. The changes made under the Amending Directive will also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union. They also broaden the definition of "interest payment" to include additional types of income payable on securities. Investors who are in any doubt as to their position should consult their professional advisers.

If a payment were to be made or collected through a Member State (or, pursuant to the EU Savings Directive in certain cases, through a relevant non-EU country or territory) which has opted for a withholding system and an amount of, or in respect of, tax were to be withheld from that payment, neither the Trustee nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Certificate as a result of the imposition of such withholding tax. The Trustee is required to maintain a Paying Agent in a Member State that is not obliged to withhold or deduct tax pursuant to the EU Savings Directive.

DOCUMENTS INCORPORATED BY REFERENCE

The table below sets out the page references containing the information incorporated by reference, as required by Article 11 of Directive 2003/7 I/EC, from: (i) the Annual Report; (ii) Amendment No. 1; (iii) Amendment No. 2; and (iv) Amendment No. 3.

The SEC Filing Documents incorporated by reference herein are available on the SEC's website at www.sec.gov and at the offices of each of the Trustee in Pretoria, South Africa and the Principal Paying Agent in London, United Kingdom.

For purposes of Commission Regulation (EC) No. 809/2004 (the "**Prospectus Regulation**"), the information that is not included in the below cross-reference list is considered to be additional information not required by the relevant schedules of the Prospectus Regulation.

<u>EC No. 809/2004 Item</u>	<u>Annual Report, Amendment No. 1, Amendment No. 2 and Amendment No. 3</u>
Annex XVI, 3.1: Position within the governmental framework	<p>"Republic of South Africa—Government and Political Parties" on pages 9 to 14 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report; and</p> <p>Pages v to vii of Exhibit 99.D (Supplement to the Description of the Republic of South Africa) to Amendment No. 2.</p>
Annex XVI, 3.2: Geographic location and legal form of RSA	<p>"Republic of South Africa—Area and Population" on page 9 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report; and</p> <p>Page 3 of Exhibit 99.D (Supplement to the Description of the Republic of South Africa) to Amendment No. 1.</p>
Annex XVI, 3.4(a): Structure of RSA's economy	"The South African Economy" on pages 32 to 63 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report.
Annex XVI, 3.4(b): Gross domestic product	<p>"Summary Information" on pages 4 to 5 and "The South African Economy" pages 32 to 39 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report;</p> <p>Pages 1 to 2 of Exhibit 99.D (Supplement to the Description of the Republic of South Africa) to Amendment No. 1;</p> <p>"Domestic economic developments—Domestic output" on pages 4 to 7 of Exhibit 99.E (Quarterly Bulletin No. 270) to Amendment No. 1;</p> <p>"Domestic economic developments—Domestic output" on pages 4 to 8 of Exhibit 99.E (Quarterly Bulletin No. 271) to Amendment No.2;</p> <p>"Domestic outlook and real economy trends" on page 22 of Exhibit 99.F (Budget Review 2014) to Amendment No. 2; and</p> <p>"Domestic economic developments—Domestic output" on pages 4 to 8 of Exhibit 99.E (Quarterly Bulletin No. 272) to Amendment No. 3.</p>
Annex XVI, 3.5: Political system and government	<p>"Republic of South Africa—Government and Political Parties" on pages 9 to 14 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report; and</p> <p>Pages v to vii of Exhibit 99.D (Supplement to the Description of the Republic of South Africa) to Amendment No.2.</p>
Annex XVI, 4(a): Tax and budgetary systems of RSA	<p>"Public Finance—The Budget Process", "—MTBPS", "—2014 MTEF", "—2013-2014 National Budget and Consolidated Government Budgets", "—Taxation" and "—Company Tax" on pages 100 to 119 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report.</p>
Annex XVI, 4(b): Gross public debt of RSA	"National Government Debt" on pages 120 to 141 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report;

	<p>"Public finance—Non-financial public-sector borrowing requirement" on page 66 of Exhibit 99.E (Quarterly Bulletin No. 270) to Amendment No. 1;</p> <p>"Public finance" on pages 70 to 82 and "Public finance—The Budget for fiscal 2014/15 to 2016/17" on pages 80 to 82 of Exhibit 99.E (Quarterly Bulletin No. 271) to Amendment No. 2;</p> <p>"National government debt" on pages 67 to 70 of Exhibit 99.F (Budget Review 2014) to Amendment No. 2; and</p> <p>"Public finance" on pages 63 to 73 of Exhibit 99.E (Quarterly Bulletin No. 272) to Amendment No. 3.</p>
Annex XVI, 4(c): Foreign Trade balance and balance of payments	<p>"The External Sector of the Economy—Foreign Trade" on pages 82 to 95 and "—Balance of Payments" on pages 86 to 89 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report;</p> <p>"Foreign trade and payments" on pages 27 to 42 of Exhibit 99.E (Quarterly Bulletin No. 270) to Amendment No. 1;</p> <p>"Foreign trade and payments" on pages 30 to 48 of Exhibit 99.E (Quarterly Bulletin No. 271) to Amendment No. 2; and</p> <p>"Foreign trade and payments" on pages 32 to 47 of Exhibit 99.E (Quarterly Bulletin No. 272) to Amendment No. 3.</p>
Annex XVI, 4(d): Foreign exchange reserves	<p>"Monetary and Financial System—Gold and Foreign Exchange Contingency Reserve Account (GFECRA)" on page 80 and "The External Sector of the Economy—Reserves and Exchange Rates" on pages 93 to 95 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report;</p> <p>"Foreign trade and payments — International reserves and liquidity" on pages 43 to 44 of Exhibit 99.E (Quarterly Bulletin No. 270) to Amendment No. 1;</p> <p>"Foreign trade and payments—International reserves and liquidity" on pages 42 to 43 of Exhibit 99.E (Quarterly Bulletin No. 271) to Amendment No. 2; and</p> <p>"Foreign trade and payments—International reserves and liquidity" on pages 43 to 44 of Exhibit 99.E (Quarterly Bulletin No. 272) to Amendment No. 3.</p>
Annex XVI, 4(e): Financial position and resources including liquid deposits available in domestic currency	<p>"National Government Debt" on pages 120 to 141, "The External Sector of the Economy—Balance of Payments" on pages 86 to 89 and "Public Finance—2013-2014 National Budget and Consolidated Government Budgets" on pages 102 to 105 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report;</p> <p>Page 2 of Exhibit 99.D (Supplement to the Description of the Republic of South Africa in the Annual Report) to Amendment No. 1;</p> <p>"Public finance—Budget comparable analysis of national government finance" on page 68 and "Public finance—National government financing in fiscal 2013/14" on pages 72 to 73 of Exhibit 99.E (Quarterly Bulletin No. 270) to Amendment No. 1;</p> <p>"Public finance—Budget comparable analysis of national government finance" on page 74 and "Public finance—The Budget for fiscal 2014/15 to 2016/17" on pages 78 to 80 of Exhibit 99.E (Quarterly Bulletin No. 271) to Amendment No. 2;</p> <p>"Fiscal outlook" on pages 32 to 33, "National government debt—Cash balances" on pages 70 to 71 and "Summary of Budget" on pages 175 to 178 of Exhibit 99.F (Budget Review 2014) to Amendment No. 2; and</p> <p>"Public finance—Budget comparable analysis of national government finance" on pages 66 to 73 of Exhibit 99.E (Quarterly Bulletin No. 272) to Amendment No. 3.</p>

Annex XVI, 4(f): Income and expenditure figures

"Public Finance—Consolidated Government Expenditure for Fiscal year 2010–2016" on pages 104 to 105 and "Public Finance—Consolidated Government Revenue" on pages 109 to 110 of Exhibit 99.D (Description of the Republic of South Africa) to the Annual Report;

"Domestic economic developments—Real gross domestic expenditure" on pages 8 to 12 and "Public finance" on pages 70 to 71 of Exhibit 99.E (Quarterly Bulletin No. 270) to Amendment No. 1;

"Public finance—Budget comparable analysis of national government finance" on pages 72 to 78 of Exhibit 99.E (Quarterly Bulletin No. 271) to Amendment No. 2;

"Key Budget Statistics" on page xi of Exhibit 99.F (Budget Review 2014) to Amendment No. 2; and

"Domestic economic developments—Real gross domestic expenditure" on pages 8 to 14 and "Public finance—Budget comparable analysis of national government finance" on pages 66 to 67 of Exhibit 99.E (Quarterly Bulletin No. 272) to Amendment No. 3.

TERMS AND CONDITIONS OF THE CERTIFICATES

The following are the Terms and Conditions of the Certificates which will be endorsed on each Global Certificate and each Definitive Certificate (as defined below), in the latter case only if permitted by the relevant stock exchange or other relevant authority (if any) and agreed by the Trustee and the relevant Joint Lead Managers at the time of issue but, if not so permitted and agreed, such Definitive Certificates will have endorsed thereon or attached thereto such Terms and Conditions.

The U.S.\$500,000,000 Certificates due 2020 and issued on 24 September 2014 (the "**Closing Date**") will be constituted by an amended and restated trust deed dated the Closing Date (which amended and restated the trust deed dated 18 August 2014 (the "original Trust Deed") (the "Amended and Restated Trust Deed") entered into between GMG Corporate Fiduciary Services Proprietary Limited as the founder (the "**Founder**") of The RSA Sukuk No. 1 Trust (the "**Trust**"), ZAR Sovereign Capital Fund Proprietary Limited (in its capacity as trustee of the Trust and as issuer of the Certificates on behalf of the Trust, the "**Trustee**"), the Republic of South Africa (the "**RSA**"), and Citibank N.A., London Branch in its capacity as the representative of the Certificateholders (the "**Representative**" which expression shall include any co-representative, any replacement Representative and any successors). The Trust was established pursuant to the laws of the Republic of South Africa under Part A of the Original Trust Deed. The Master of the High Court of the Republic of South Africa has issued a Letter of Authority to the Trustee and so the Trustee has been authorised to act as trustee of the Trust and pursuant to the terms of the Amended and Restated Trust Deed, the Trust (as issuer of the Certificates) shall act through the Trustee and accordingly the Trustee shall, as trustee of the Trust, issue Certificates on behalf of the Trust (in such capacity, the Trustee). The Certificates represent an undivided beneficial ownership interest in the Trust Assets (as defined in Condition 6.1 (*The Trust—The Trust Assets*)). A purchase agreement (the "**Purchase Agreement**") will be entered into on the Closing Date between the Trustee (in its capacity as Trustee and grantee) and RSA (as owner, in such capacity, the "**Owner**"), whereby the Trustee will purchase and accept from RSA the grant and transfer of a personal usufruct right (the "**Usufruct Interest**"), being an exclusive right to use, develop and benefit from a portfolio of certain land assets (each such asset, an "**Asset**") initially specified in the Purchase Agreement. The Asset Portfolio will be leased (the "**Lease Assets**") pursuant to a lease agreement (the "**Lease Agreement**") entered into between the Trustee (in its capacity as lessor, the "**Lessor**") and RSA (in its capacity as lessee, the "**Lessee**") on the Closing Date. Pursuant to the Lease Agreement, the Lessee shall agree to make periodic rental payments ("**Rental**") to the Lessor in respect of the Lease Assets.

Payments relating to the Certificates will be made pursuant to an agency agreement dated the Closing Date (the "**Agency Agreement**") made between the Trustee, the Representative, RSA, Citibank N.A., London Branch in its capacities as principal paying agent (in such capacity, the "**Principal Paying Agent**", which expression shall include any successor and, together with any further or other paying agents appointed from time to time in accordance with the Agency Agreement, the "**Paying Agents**", which expression shall include any successors) and as a transfer agent (in such capacity, a "**Transfer Agent**", which expression shall include any successors), and Citigroup Global Markets Deutschland AG in its capacities as registrar (in such capacity, the "**Registrar**", which expression shall include any successor) and as a transfer agent (together with the Principal Paying Agent as a Transfer Agent, the "**Transfer Agents**", which expression shall include any successors). The Paying Agents and the Transfer Agents are together referred to in these Conditions as the "**Agents**".

Subject as set out below, copies of the documents set out below are available for inspection and obtainable free of charge by the Certificateholders (as defined in the Amended and Restated Trust Deed) during normal business hours at the specified office for the time being of the Principal Paying Agent. The Certificateholders are entitled to the benefit of, are bound by, and are deemed to have notice of, all the provisions of the documents set out below:

- (a) the Amended and Restated Trust Deed;
- (b) the power of attorney given by the Trustee in favour of the Representative pursuant to the terms of the Amended and Restated Trust Deed (the "**Power of Attorney**");
- (c) the Agency Agreement;
- (d) the corporate services agreement entered into between the Trustee and GMG Trust Company (SA) Proprietary Limited (as administrator of the Trust) (the "**Corporate Services Agreement**");
- (e) the Purchase Agreement;
- (f) the Lease Agreement;
- (g) the service agency agreement between the Trustee and RSA (in its capacity as service agent, the "**Service Agent**") dated the Closing Date (the "**Service Agency Agreement**");

- (h) the purchase undertaking granted by RSA in favour of the Trustee and the Representative dated the Closing Date (the "**Purchase Undertaking**");
- (i) the sale undertaking granted by the Trustee in favour of RSA dated the Closing Date (the "**Sale Undertaking**");
- (j) the additional assets undertaking granted by the Trustee in favour of RSA dated the Closing Date (the "**Additional Assets Undertaking**"); and
- (k) the Transfer Documents (as defined below) (other than the Purchase Agreement) (as defined below).

The documents listed above in (e) to (k) (inclusive) are referred to in these Conditions as the "**Sukuk Documents**", and the Sukuk Documents together with the Amended and Restated Trust Deed, the Power of Attorney and the Agency Agreement are referred to as the "**Transaction Documents**". The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Transaction Documents.

Each initial Certificateholder, by its acquisition and holding of its interest in a Certificate, shall be deemed to authorise and direct the Trustee, on behalf of the Certificateholders, to: (i) apply the sums paid by it in respect of its Certificates to the Owner in accordance with the Purchase Agreement; and (ii) enter into each Transaction Document to which it is a party, subject to the provisions of the Amended and Restated Trust Deed and these Conditions.

1. INTERPRETATION

Words and expressions defined in the Amended and Restated Trust Deed shall have the same meanings where used in these Conditions unless the context otherwise requires or unless otherwise stated. In addition, in these Conditions, the following expressions shall have the following meanings:

"**Additional Assets**" means the assets specified as such in an Additional Assets Notice;

"**Additional Assets Notice**" means a notice substantially in the form set out in Schedule 1 (*Form of Additional Assets Notice*) of the Additional Assets Undertaking;

"**Additional Assets Transfer Date**" means the date upon which an Additional Assets Usufruct Interest is sold, granted and transferred by RSA to the Trustee pursuant to the exercise of the Additional Assets Undertaking;

"**Additional Assets Usufruct Interest**" means a personal usufruct in the Additional Assets, which is the exclusive right to use, develop and benefit from the Additional Assets during the Additional Assets Usufruct Interest Term which is granted by RSA to the Trustee pursuant to the exercise of the Additional Assets Undertaking;

"**Additional Assets Usufruct Interest Consideration**" means the amount specified as such in the Additional Assets Notice;

"**Additional Assets Usufruct Interest Term**" has the meaning given to it in the transfer agreement entered into pursuant to the exercise of the Additional Assets Undertaking;

"**Additional Certificates**" means Certificates issued pursuant to Condition 21 (*Further Issuance*);

"**Asset Portfolio**" means the assets listed in the asset portfolio as particularly described in Schedule 1 (*Asset Portfolio*) of the Lease Agreement, as the same may be amended from time to time in accordance with the terms of Clause 4 (*Amendments to the Asset Portfolio*) thereof;

"**Business Day**" means a day on which commercial banks and foreign exchange markets settle payments and are open for general business (including dealing in foreign exchange and foreign currency deposits) in New York City, the Republic of South Africa and London;

"**Cancellation Assets**" means the Assets specified as such in a Cancellation Notice, the identity of which shall be determined by RSA in its sole and absolute discretion, subject only as provided in the Sale Undertaking;

"**Cancellation Assets Usufruct Interest**" means a personal usufruct in the Cancellation Assets comprised in the Asset Portfolio, which is the exclusive right to use, develop and benefit from the Cancellation Assets during the remaining term of the personal usufruct attributable to each such Cancellation Asset, each such personal usufruct having been sold, granted and transferred by RSA to the Trustee pursuant to the relevant Transfer Document(s);

"**Cancellation Certificates**" means the Certificates purchased by or on behalf of RSA and specified as such in a Cancellation Notice;

"Cancellation Notice" means a notice substantially in the form set out in Schedule 2 (*Form of Cancellation Notice*) of the Sale Undertaking;

"Dispute" means any dispute, claim, difference or controversy arising out of, relating to or having any connection with the Certificates (including these Conditions) (including any dispute as to existence, validity, interpretation, performance, breach or termination or the consequences of nullity) and any dispute relating to any non-contractual obligations arising out of or in connection them;

"Dissolution Amount" means, in relation to each Certificate, the aggregate face amount of that Certificate, together with any accrued but unpaid Periodic Distribution Amount, and in respect of a Total Loss Dissolution Date, an amount equal to the Full Reinstatement Value;

"Dissolution Date" means, the earlier to occur of:

- (a) the Scheduled Dissolution Date;
- (b) the Dissolution Event Redemption Date;
- (c) the Total Loss Dissolution Date; and
- (d) the date on which all of the Certificates are cancelled following the purchase of such Certificates by or on behalf of the Trustee and/or RSA pursuant to Condition 13.1 (*Purchase and Cancellation of Certificates—Purchases*);

"Dissolution Event" has the meaning given to it in Condition 15 (*Dissolution Events*);

"Dissolution Event Redemption Date" means, following a Dissolution Event, the date that is specified in the Exercise Notice (which may be the date of such Exercise Notice) for redemption of the Certificates;

"Dissolution Notice" has the meaning given to it in Condition 15 (*Dissolution Events*);

"Dissolution Request" has the meaning given to it in Condition 15 (*Dissolution Events*);

"Exercise Notice" means an exercise notice served pursuant to the Purchase Undertaking;

"Exercise Price" means the amount set out in the relevant Exercise Notice;

"External Indebtedness" means all indebtedness of RSA in respect of moneys borrowed by RSA and guarantees given by RSA for moneys borrowed by others which is expressed or denominated in a currency or currencies other than South African Rand or which is, at the option of the person entitled thereto, payable in a currency or currencies other than South African Rand;

"Extraordinary Resolution" has the meaning given to it in Condition 19 (*Meetings of Certificateholders, Modification, Waiver, Authorisation and Determination*);

"Full Reinstatement Value" means an amount equal to the outstanding face amount of the Certificates, together with 30 days' Rental in respect of a Regular Period (each as defined in the Lease Agreement);

"Further Rental" means, in respect of any Additional Assets Transfer Date having occurred, an amount equal to the difference between:

- (a) the face amount of the relevant Additional Certificates issued on such Additional Assets Transfer Date; and
- (b) the Additional Assets Usufruct Interest Consideration on such date;

"Lease Termination Amount" means, in respect of the Lease Termination Amount Date, an amount equal to the aggregate of:

- (a) all accrued but unpaid Rental up to but excluding the Lease Termination Amount Date; and
- (b) in respect of each Additional Assets Transfer Date having occurred, the aggregate of:
 - (i) where the face amount of the relevant Additional Certificates on the relevant Additional Assets Transfer Date exceeded the Additional Assets Usufruct Interest Consideration paid in accordance with the Additional Assets Undertaking on such date, an amount equal to the Further Rental; and
 - (ii) where the face amount of the relevant Additional Certificates on the relevant Additional Assets Transfer Date was less than the Additional Assets Usufruct Interest Consideration paid in accordance with the Additional Assets Undertaking on such date, a negative amount equal to the Further Rental;

"Lease Termination Amount Date" means the due date for payment of the Exercise Price specified in the Exercise Notice delivered pursuant to clause 3.1(a) (*Exercise*) of the Purchase Undertaking;

"Liability" means any loss, damage, cost, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including, without limitation, in respect of taxes, duties, levies, imposts and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof and properly incurred legal fees and expenses on a full indemnity basis;

"Lost Asset" means a Lease Asset in respect of which a Partial Loss Event has occurred;

"New Assets" means the assets specified as such in a Substitution Notice delivered pursuant to the terms of the Sale Undertaking, the identity of which shall be determined by RSA in its sole and absolute discretion;

"New Assets Usufruct Interest" means a personal usufruct in the New Assets, which is the exclusive right to use, develop and benefit from the New Assets during the New Assets Usufruct Interest Term which is granted by RSA to the Trustee pursuant to the exercise of rights under of the Sale Undertaking;

"New Assets Usufruct Interest Term" means, in respect of a sale grant and transfer of a New Assets Usufruct Interest, the term specified as such in the relevant transfer agreement entered into pursuant to the exercise of rights under of the Sale Undertaking;

"Partial Loss Event" means:

- (a) the total loss or destruction of, or damage to the whole of one or more (but not all) of the Lease Assets or any event or occurrence that renders the whole of one or more (but not all) of the Lease Assets permanently unfit for any economic use and (but only after taking into consideration any insurances payable or other indemnity granted by any third party in respect of such Lease Asset(s)) the repair or remedial work in respect thereof is wholly uneconomical; or
- (b) the expropriation, nationalisation, requisition, confiscation, attachment, sequestration or execution of any legal process in respect of the whole of one or more (but not all) of the Lease Assets,

in each case as determined by the Service Agent acting for and on behalf of the Trustee and which does not, in either case, constitute a Total Loss Event;

"Payment Business Day" means:

- (a) in the case where presentation and surrender of a Definitive Certificate is required before payment can be made, a day on which banks in the relevant place of surrender of the Definitive Certificate are open for presentation and payment of securities and for dealings in foreign currencies; and
- (b) in the case of payment by transfer to an account, a day on which banks are open for general business (including dealings in foreign currencies) in New York City and London;

"Periodic Distribution Amount" has the meaning given to it in Condition 8.1 (*Periodic Distributions—Periodic Distribution Amounts and Periodic Distribution Dates*);

"Periodic Distribution Date" has the meaning given to it in Condition 8.1 (*Periodic Distributions—Periodic Distribution Amounts and Periodic Distribution Dates*);

"Record Date" means: (i) (where the Certificate is represented by the Global Certificate), at the close of the business day (being for this purpose a day on which Euroclear and Clearstream, Luxembourg are open for business) before the Periodic Distribution Date or Dissolution Date, as the case may be; or (ii) (where the Certificate is in definitive form), in the case of the payment of a Periodic Distribution Amount, the date falling on the fifteenth day before the relevant Periodic Distribution Date and, in the case of the payment of the Dissolution Amount, the date falling two Payment Business Days before the Dissolution Date, as the case may be;

"Regulation S" means Regulation S under the Securities Act;

"Regulation S Certificates" means the Certificates sold in offshore transactions in reliance on Regulation S;

"Regulation S Definitive Certificates" means those Certificates which are offered and sold outside the United States to non-U.S. persons in an **"offshore transaction"** (within the meaning of Regulation S) and for the time being are in substantially the form set out in Part 2 (*Form of Regulation S Definitive Certificate*) of Schedule 1 (*Forms of the Certificates*) to the Amended and Restated Trust Deed and includes any replacements issued pursuant to Condition 17 (*Replacement of Definitive Certificates*);

"Regulation S Global Certificates" means the global certificates offered and sold outside the United States to non-U.S. persons in an **"offshore transaction"** (within the meaning of Regulation S) and in substantially the form set out in Part 1 (*Form of Regulation S Global Certificate*) of Schedule 1 (*Forms of the Certificates*) to the Amended and Restated Trust Deed and includes any replacements issued pursuant to Condition 17 (*Replacement of Definitive Certificates*);

"Relevant Date" means, in relation to any payment, whichever is the later of: (a) the date on which the payment in question first becomes due; and (b) if the full amount payable has not been received in the principal financial centre of the currency of payment by the Principal Paying Agent on or prior to such due date, the date on which the full amount has been so received;

"Relevant Jurisdiction" means the Republic of South Africa or any political subdivision or authority thereof or therein having the power to tax;

"Relevant Period" has the meaning given to it in Condition 8.2 (*Periodic Distributions—Calculation of Periodic Distribution Amounts payable other than on a Periodic Distribution Date*);

"Replacement Asset Usufruct Interest" means a personal usufruct in the asset, or assets, which shall replace any Lost Asset pursuant to the terms of Clause 7 (*Partial Loss*) of the Service Agency Agreement (each a **"Replacement Asset"**), which is the exclusive right to use, develop and benefit from the Replacement Asset during the relevant Replacement Asset Usufruct Interest Term which is granted by RSA to the Trustee in accordance with the terms hereunder;

"Replacement Asset Usufruct Interest Term" the period commencing on the date of acquisition of a Replacement Asset Usufruct Interest in accordance with Clause 7 (*Partial Loss*) of the Service Agency Agreement and expiring on the unexpired period of the term of the usufruct interest in the relevant Lost Asset unless the agreement (substantially in the form of the Purchase Agreement) entered into in respect of such acquisition is terminated earlier in accordance with its terms;

"Restitution Assets Usufruct Interest" means a personal usufruct in the asset, or assets, to be transferred to the Trustee pursuant to the terms of Clause 5.2 (*Restitution and Indemnity*) of the Purchase Agreement (each a **"Restitution Asset"**), which is the exclusive right to use, develop and benefit from the Restitution Asset during the relevant Restitution Asset Usufruct Interest Term which is granted by RSA to the Trustee in accordance with its terms;

"Restitution Assets Usufruct Interest Term" means, in respect of a sale, grant and transfer of the Restitution Assets Usufruct Interest by RSA to the Trustee pursuant to the terms of Clause 5.2 (*Restitution and Indemnity*) of the Purchase Agreement, a term equal to the remaining portion of the Usufruct Interest Term in respect of the Usufruct Interest (or part thereof) purported to be sold, granted and transferred under Clause 2.1 (*Grant of Usufruct Interest*) of the Purchase Agreement;

"Republic Event" has the meaning given to it in Condition 15 (*Dissolution Events*);

"Reserved Matter" has the meaning given to it in paragraph 1 of Schedule 4 (*Provisions for Meetings of Certificateholders*) of the Amended and Restated Trust Deed;

"Return Accumulation Period" has the meaning given to it in Condition 8.2 (*Periodic Distributions—Calculation of Periodic Distribution Amounts payable other than on a Periodic Distribution Date*);

"Restricted Certificates" means the Certificates sold within the United States to QIBs who are also QPs in reliance on Rule 144A;

"Restricted Definitive Certificates" means those Certificates which are offered and sold within the United States to QIBs who are also QPs in reliance on the exemption from registration provided by Rule 144A and for the time being are in substantially the form set out in Part 4 (*Form of Restricted Definitive Certificate*) of Schedule 1 (*Forms of the Certificates*) to the Amended and Restated Trust Deed and includes any replacements issued pursuant to Condition 17 (*Replacement of Definitive Certificates*);

"Restricted Global Certificates" means the global certificates offered and sold within the United States to QIBs who are also QPs in reliance on the exemption from registration provided by Rule 144A and in substantially the form set out in Part 3 (*Form of Restricted Global Certificate*) of Schedule 1 (*Forms of the Certificates*) to the Amended and Restated Trust Deed and includes any replacements issued pursuant to Condition 17 (*Replacement of Definitive Certificates*);

"Rule 144A" means Rule 144A under the Securities Act;

"Scheduled Dissolution Date" means 24 June 2020;

"Scheduled Dissolution Rental Amount" means, in respect of the Scheduled Dissolution Date, an amount equal to the aggregate of:

- (a) all accrued but unpaid Rental up to but excluding the Scheduled Dissolution Date; and
- (b) in respect of each Additional Assets Transfer Date having occurred, the aggregate of:
 - (i) where the face amount of the relevant Additional Certificates on the relevant Additional Assets Transfer Date exceeded the Additional Assets Usufruct Interest Consideration paid in accordance with the Additional Assets Undertaking on such date, an amount equal to the Further Rental; and
 - (ii) where the face amount of the relevant Additional Certificates on the relevant Additional Assets Transfer Date was less than the Additional Assets Usufruct Interest Consideration paid in accordance with the Additional Assets Undertaking on such date, a negative amount equal to the Further Rental,

as set out in a Rental Notice;

"Securities Act" means the U.S. Securities Act of 1933, as amended;

"South African Rand" means the lawful currency of the Republic of South Africa;

"Substituted Assets" means the Asset(s) specified as such in a Substitution Notice the identity of which shall be determined by RSA in its sole and absolute discretion subject only as provided in the Sale Undertaking;

"Substituted Assets Usufruct Interest" means a personal usufruct in the Substituted Assets comprised in the Asset Portfolio, which is the exclusive right to use, develop and benefit from the Substituted Assets during the remaining term of the personal usufruct attributable to each such Substituted Asset, each such personal usufruct having been sold, granted and transferred by RSA to the Trustee pursuant to the relevant Transfer Document(s);

"Substitution Notice" means a notice substantially in the form set out in Schedule 1 (*Form of Substitution Notice*) to the Sale Undertaking;

"Tax" means any taxes, levies, imposts, duties, deductions, withholdings or other charges, of whatsoever nature, imposed, levied, collected, withheld or assessed by the Republic of South Africa or any political sub-division or taxing authority thereof or therein;

"Total Loss Dissolution Date" means the date falling 31 days after a Total Loss Event;

"Total Loss Event" means:

- (a) the total loss or destruction of, or damage to the whole of, the Lease Assets or any event or occurrence that renders the whole of the Lease Assets permanently unfit for any economic use and (but only after taking into consideration any insurances payable or other indemnity granted by any third party in respect of the Lease Assets) the repair or remedial work in respect thereof is wholly uneconomical; or
- (b) the expropriation, nationalisation, requisition, confiscation, attachment, sequestration or execution of any legal process in respect of the whole of the Lease Assets,

in each case as determined by the Service Agent acting for and on behalf of the Trustee;

"Total Loss Shortfall Amount" has the meaning given to it in Condition 14.3 (*Capital Distributions of the Trust—Dissolution following a Total Loss Event*);

"Transaction Account" means the U.S. dollar account maintained with the Principal Paying Agent in the name of the Trustee and into which, among other things, all payments under the Lease Agreement will be deposited;

"Transfer Documents" means each of the Purchase Agreement, a transfer agreement pursuant to the exercise of the Sale Undertaking, a transfer agreement pursuant to the exercise of the Additional Assets Undertaking, and a purchase agreement (substantially in the form of the Purchase Agreement) entered into pursuant to Clause 7 (*Partial Loss*) of the Service Agency Agreement or Clause 5.2 (*Restitution and Indemnity*) of the Purchase Agreement;

"Trust Assets" has the meaning given in Condition 6.1 (*The Trust—The Trust Assets*);

"Trustee Administrator" means GMG Trust Company (SA) Proprietary Limited; and

"**Value**" means in respect of the usufruct interest in each Lease Asset, the U.S. dollar amount set opposite the description of such Lease Asset in the Asset Portfolio, and in respect of any Additional Assets Usufruct Interest, Restitution Assets Usufruct Interest, New Assets Usufruct Interest or Replacement Assets Usufruct Interest (as applicable), the amount in U.S. dollars as determined by RSA in its absolute discretion as being equal to the value of the relevant Additional Assets Usufruct Interest, Restitution Assets Usufruct Interest, New Assets Usufruct Interest or the Replacement Asset Usufruct Interest (as applicable) immediately before the relevant Additional Asset(s), Restitution Asset(s), New Asset(s) or Replacement Asset(s) (as applicable) become Lease Assets.

2. **FORM, DENOMINATION AND TITLE**

2.1 **Form and Denomination**

The Certificates will be issued and shall be held in minimum denominations of U.S.\$200,000 and in integral multiples of U.S.\$1,000 (each a "**Specified Denomination**") in excess thereof, in the form of either Regulation S Certificates or Restricted Certificates.

Regulation S Certificates will be represented on issue by beneficial interests in one or more Regulation S Global Certificates, in fully registered form, which will be deposited with a common depository for, and registered in the name of a common nominee of, Euroclear and Clearstream, Luxembourg. The Regulation S Certificates will be offered and sold to non-U.S. persons in offshore transactions in reliance on Regulation S.

Restricted Certificates will be represented on issue by beneficial interests in one or more Restricted Global Certificates in fully registered form, which will be deposited with Citibank N.A., London Branch as custodian for DTC and registered in the name of a nominee of DTC. The Restricted Global Certificates will be offered and sold within the United States to QIBs who are also QPs in transactions made in reliance on the exemption from registration provided by Rule 144A.

Ownership interests in the Regulation S Global Certificates and the Restricted Global Certificates (together, the "**Global Certificates**") will be shown on, and transfers thereof will only be effected through, records maintained by the relevant clearing systems. The Trustee shall issue Definitive Certificates in exchange for the Global Certificates only in accordance with the provisions thereof.

2.2 **Title**

Subject as otherwise provided in a Global Certificate and the definition of "**Certificateholders**", the Trustee and/or the Representative may (to the fullest extent permitted by applicable laws) deem and treat those persons in whose names any outstanding Certificates are for the time being registered (as set out in the Register) as the holder of any Certificate or of a particular face amount of Certificates, for all purposes (whether or not such Certificate or face amount shall be overdue and notwithstanding any notice of ownership thereof or of any trust or other interest with regard thereto, and any notice of loss or theft or any writing thereon), and the Trustee and/or the Representative shall not be affected by any notice to the contrary and will not be liable for so treating the holder of any Certificate. All payments made to such holder shall be valid and, to the extent of the sums so paid, effective to satisfy and discharge the liability for moneys payable in respect of such Certificate or face amount.

The Trustee and the Representative may call for and shall be at liberty to accept and place full reliance on (as sufficient evidence thereof and shall not be liable to any Certificateholder by reason only of either having accepted as valid or not having rejected) an original certificate or letter of confirmation purporting to be signed on behalf of DTC, Euroclear and/or Clearstream, Luxembourg or any other relevant clearing system to the effect that at any particular time or throughout any particular period any particular person is, was or will be shown in its records as having a particular nominal amount of Certificates credited to his securities account with the relevant clearing system.

3. **TRANSFERS OF CERTIFICATES**

3.1 **Transfers**

Subject to Condition 3.4 (*Closed Periods*) and Condition 3.5 (*Regulations*) and to the provisions of the Agency Agreement, a Certificate may be transferred in whole or in an amount equal to the Specified Denomination(s) or any integral multiple thereof by depositing the Certificate, with the form of transfer on the back duly completed and signed, at the specified office of any of the Transfer Agents.

Beneficial interests in the Global Certificates shall be transferable only in accordance with the rules and procedures for the time being of the relevant clearing systems.

3.2 **Delivery of New Certificates**

Each new Certificate to be issued upon any transfer of Certificates will, within five business days of receipt by the relevant Transfer Agent of the duly completed form of transfer endorsed on the relevant Certificate, be mailed by uninsured mail at the risk of the holder entitled to the Certificate to the address specified in the form of transfer. For the purposes of this Condition 3, "**business day**" shall mean a day (other than a Saturday or Sunday) on which banks are open for business in the city in which the specified office of the Transfer Agent with whom a Certificate is deposited in connection with a transfer is located.

Where some but not all of the Certificates in respect of which a Certificate is issued are to be transferred a new Certificate in respect of the Certificates not so transferred will, within five business days of receipt by the relevant Transfer Agent of the original Certificate, be mailed by uninsured mail at the risk of the holder of the Certificates not so transferred to the address of such holder appearing on the Register or as specified in the form of transfer.

3.3 **Formalities Free of Charge**

Registration of any transfer of Certificates will be effected without charge by or on behalf of the Trustee or any Transfer Agent but upon payment (or the giving of such indemnity as the Trustee or any Transfer Agent may require) by the transferee in respect of any stamp duty, tax or other governmental charges which may be imposed in relation to such transfer.

3.4 **Closed Periods**

No Certificateholder may require the transfer of a Certificate to be registered during the period of fifteen (15) days ending on (and including) the due date for any payment of any Dissolution Amount or any Periodic Distribution Amount.

3.5 **Regulations**

All transfers of Certificates and entries on the Register will be made subject to the detailed regulations concerning transfer of Certificates scheduled to the Agency Agreement (and as amended from time to time). A copy of the current regulations will be mailed (free of charge) by the Registrar to any Certificateholder who requests in writing a copy of such regulations.

Unless otherwise requested by him, each Certificateholder shall be entitled to receive, in accordance with Condition 2.2 (*Form, Denomination and Title—Title*), only one Certificate in respect of his entire holding of Certificates. In the case of a transfer of a portion of the face amount of a Certificate, a new Certificate in respect of the balance of the Certificates not transferred will be issued to the transferor in accordance with Condition 3.2 (*Transfers of Certificates—Delivery of New Certificates*).

4. **STATUS AND LIMITED RECOURSE**

4.1 **Status**

Each Certificate evidences an undivided beneficial ownership interest in the Trust Assets, subject to the terms of the Amended and Restated Trust Deed and these Conditions, and is a direct, unsubordinated, unsecured and limited recourse obligation of the Trustee. Each Certificate ranks *pari passu*, without any preference or priority, with the other Certificates.

The payment obligations of RSA under the Purchase Undertaking, the Lease Agreement and the Service Agency Agreement are and will be direct, unconditional and unsecured obligations of RSA and (subject as provided in Condition 5 (Negative Pledge)) rank and will rank pari passu with all other outstanding unsecured and unsubordinated obligations of RSA for money borrowed and guarantees given by it in respect of money borrowed from others, present and future.

4.2 **Limited Recourse**

The proceeds of the Trust Assets are the sole source of payments on the Certificates. Save as provided in the next sentence, the Certificates do not represent an interest in or obligation of any of the Trustee, RSA, the Representative, the Agents or any of their respective affiliates. Accordingly, Certificateholders, by subscribing for or acquiring the Certificates, acknowledge that:

- (a) they will not have recourse to any assets of the Trustee, the Representative, the Agents, or any of their respective affiliates in respect of any shortfall in the expected amounts from the Trust Assets to the extent the Trust Assets have been exhausted, following which all obligations of the Trustee shall be extinguished; and

- (b) any recourse to RSA or to any of its assets shall be limited to the Trust Assets, which include obligations of RSA under the Transaction Documents.

RSA is obliged to make certain payments under the Transaction Documents directly to the Trustee (for and on behalf of the Certificateholders), and the Representative (acting in the name of and on behalf of the Trustee) will have direct recourse against RSA to recover such payments.

The net proceeds of realisation of, or enforcement with respect to, the Trust Assets may not be sufficient to make all payments due in respect of the Certificates. If, following the distribution of such proceeds, there remains a shortfall in payments due under the Certificates, subject to Condition 16 (*Enforcement*), no holder of Certificates will have any claim against the Trustee, RSA (to the extent that it fulfils all of its obligations under the Transaction Documents), the Representative, the Agents, or any of their respective affiliates or against any assets (other than the Trust Assets to the extent not exhausted) in respect of such shortfall and any unsatisfied claims of Certificateholders shall be extinguished. In particular, no holder of Certificates will be able to petition for, or join any other person in instituting proceedings for, the reorganisation, liquidation, winding up or receivership of the Trustee, the Representative, RSA (to the extent it has fulfilled its obligations under the Transaction Documents to which it is a party), the Agents or any of their respective affiliates as a consequence of such shortfall or otherwise.

4.3 Agreement of Certificateholders

By purchasing Certificates, each Certificateholder is deemed to have agreed that notwithstanding anything to the contrary contained in these Conditions or any Transaction Document:

- (a) no payment of any amount whatsoever shall be made by any of the Trustee, the Representative (acting in the name and on behalf of the Trustee) or any of their respective agents on their behalf except to the extent funds are available therefor from the Trust Assets;
- (b) no recourse shall be had for the payment of any amount owing hereunder or under any relevant Transaction Document, whether for the payment of any fee, indemnity or other amount hereunder or any other obligation or claim arising out of or based upon the Transaction Documents, against the Trustee (and/or its directors, officers, administrators or shareholders), RSA (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party), the Representative, any Agent or any of their respective agents or affiliates to the extent the Trust Assets have been exhausted following which all obligations of the Trustee, the Representative, RSA (to the extent that it fulfils all of its obligations under the Transaction Documents to which it is a party), any Agents and their respective agents or affiliates shall be extinguished;
- (c) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents to which it is a party have been paid in full, it will not institute against, or join with any other person in instituting against, the Trustee any bankruptcy, reorganisation, arrangement or liquidation proceedings or other proceedings under any bankruptcy or similar law;
- (d) no recourse (whether by institution or enforcement of any legal proceeding or assessment or otherwise) in respect of any breaches of any duty, obligation or undertaking of the Trustee arising under or in connection with the Transaction Documents by virtue of any law, statute or otherwise shall be had against any shareholder, officer or director of the Trustee in their capacity as such and any and all personal liability of every such shareholder, officer or director in their capacity as such for any breaches by the Trustee of any such duty, obligation or undertaking is hereby expressly waived and excluded to the extent permitted by law; and
- (e) save for any set-off provided for in the Transaction Documents, none of RSA or the Certificateholders shall be entitled to claim or exercise any right of set-off or counterclaim in respect of any liability owed by it to the Trustee or claim any lien or other rights over any property held by it on behalf of the Trustee.

5. NEGATIVE PLEDGE

RSA has agreed in the Purchase Undertaking that for so long as any Certificates remain outstanding, it will not create any mortgage, pledge, lien or other arrangement creating security (other than security on goods or other assets provided to or acquired by it and securing a sum not greater than the purchase price, including interest and other related charges, of those goods or assets and related services) upon any of its present or future revenues or assets to secure any present or future External Indebtedness without equally and rateably securing its obligations with respect to the Certificates with such External Indebtedness.

6. THE TRUST

6.1 The Trust Assets

Pursuant to the Purchase Agreement, the Trustee has purchased from RSA as Owner the Usufruct Interest using the proceeds of the issue of the Certificates (in the case of the first tranche of the issuance of Certificates), and (in the case of any subsequent tranche of such issuance of Certificates) using the proceeds of issuance of Additional Certificates pursuant to Condition 21 (*Further Issuance*) as the purchase price payable under the relevant transfer agreement entered into pursuant to the Additional Assets Undertaking for the relevant Additional Assets Usufruct Interest.

Pursuant to the Lease Agreement, the Lessor will lease the Lease Assets to the Lessee in consideration for periodic payment of Rental by the Lessee. The Trustee has also entered into the Service Agency Agreement with the Service Agent as service agent in respect of the Lease Assets.

RSA has granted the Purchase Undertaking in favour of the Trustee and the Representative under which it has granted the Trustee the right to require RSA to purchase and accept the transfer of the Trustee's Usufruct Interest in consideration for the Exercise Price on the Scheduled Dissolution Date or, if earlier, on the Dissolution Event Redemption Date.

Upon the earlier to occur of: (i) the Scheduled Dissolution Date; and (ii) the Dissolution Event Redemption Date, the Lessee (pursuant to the Lease Agreement) shall pay to the Lessor the Scheduled Dissolution Rental Amount (in the case of the Scheduled Dissolution Date) or the Lease Termination Amount (in the case of the Dissolution Event Redemption Date) (as applicable). The Scheduled Dissolution Rental Amount or Lease Termination Amount (as applicable) is intended to fund any accrued but unpaid Periodic Distribution Amounts payable on the relevant Dissolution Date. The aggregate of: (i) the Exercise Price payable under the Purchase Undertaking; and (ii) the Scheduled Dissolution Rental Amount or Lease Termination Amount (as applicable) payable under the Lease Agreement, will be required to be used to fund the redemption of the Certificates in accordance with Condition 14 (*Capital Distributions of the Trust*).

Following any purchase of Cancellation Certificates by or on behalf of RSA or the Trustee, RSA and the Trustee (as applicable) shall have the right but not the obligation to cancel such Cancellation Certificates in accordance with Condition 13.1 (*Purchase and Cancellation of Certificates—Purchases*). Pursuant to the Sale Undertaking, RSA shall be entitled to require the Trustee to sell and transfer the Cancellation Assets Usufruct Interest (provided the aggregate Value thereof is no greater than the aggregate face amount of the Cancellation Certificates) in consideration for the cancellation of such Cancellation Certificates.

The Sale Undertaking also grants RSA the right to substitute any Substitute Assets Usufruct Interest for a New Assets Usufruct Interest which has a Value that is at least equal to the Value of the Substitute Assets Usufruct Interest being transferred to RSA.

Pursuant to the Amended and Restated Trust Deed, the Trustee holds the Trust Assets upon trust absolutely for the holders of the Certificates *pro rata* according to the face amount of Certificates held by each holder. The term "**Trust Assets**" means:

- (a) the Trustee's rights, title, interest and benefit, present and future in, to and under the Trustee's Usufruct Interest;
- (b) the Trustee's rights, title, interest and benefit, present and future in, to and under the Transaction Documents (other than (i) in relation to any representation given to the Trustee by RSA pursuant to any of the Transaction Documents and any rights which have been waived by the Trustee in the Transaction Documents and (ii) the covenant given to the Trustee pursuant to Clause 9 (*Remuneration and Indemnification of the Trustee*) of the Amended and Restated Trust Deed);
- (c) all monies standing to the credit of the Transaction Account; and
- (d) all proceeds of the foregoing.

6.2 Application of Proceeds from the Trust Assets

On each Periodic Distribution Date and on the Dissolution Date, the monies standing to the credit of the Transaction Account shall be applied in the following order of priority:

- (a) *first*, (to the extent not previously paid) to pay the Representative all amounts owing to it under, or which it is entitled to receive pursuant to, the Transaction Documents in its capacity as Representative in accordance with the terms of the Amended and Restated Trust Deed and to any Appointee appointed in respect of the Trust by the Representative in accordance with the Amended and Restated Trust Deed all amounts owing to it pursuant to its terms of appointment;

- (b) *second*, only if such payment is due on a Periodic Distribution Date, to the Principal Paying Agent for application in or towards payment *pari passu* and rateably of all Periodic Distribution Amounts which are due but unpaid;
- (c) *third*, only if such payment is made on the Dissolution Date, to the Principal Paying Agent for application in or towards payment *pari passu* and rateably of the Dissolution Amount or the amount payable on a Total Loss Event, as the case may be; and
- (d) *fourth*, only if such payment is made on the Dissolution Date, to the Service Agent to retain as an incentive payment in accordance with the Service Agency Agreement.

7. COVENANTS

For so long as any Certificate is outstanding, the Trustee shall not (without the prior written consent of the Representative):

- (a) incur any indebtedness in respect of borrowed money whatsoever (including any Islamic financing), or give any guarantee or indemnity in respect of any obligation of any person or issue any shares (or rights, warrants or options in respect of shares or securities convertible into or exchangeable for shares) or any other certificates except, in all cases, as contemplated in the Transaction Documents;
- (b) save as permitted by the Transaction Documents, grant or permit to be outstanding any lien, pledge, charge or other security interest upon any of its present or future assets, properties or revenues (other than those arising by operation of law);
- (c) sell, lease, transfer, assign, participate, exchange or otherwise dispose of, or pledge, mortgage, hypothecate or otherwise encumber (by security interest, lien (statutory or otherwise), preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever or otherwise) (or permit such to occur or suffer such to exist), any part of its interest in any of the Trust Assets, except pursuant to the Transaction Documents;
- (d) use the proceeds of the issue of the Certificates for any purpose other than as stated in the Transaction Documents;
- (e) except as provided in Condition 19 (*Meetings of Certificateholders, Modification, Waiver, Authorisation and Determination*), amend or agree to any amendment of any Transaction Document to which it is a party or the Corporate Services Agreement (other than in accordance with the terms thereof) or its memorandum of incorporation;
- (f) act as trustee in respect of any trust (other than pursuant to the Amended and Restated Trust Deed);
- (g) have any subsidiaries or employees;
- (h) redeem or purchase any of its shares or pay any dividend or make any other distribution to its shareholders;
- (i) prior to the date which is one year and one day after the date on which all amounts owing by the Trustee under the Transaction Documents to which it is a party have been paid in full, put to its directors or shareholders any resolution for, or appoint any liquidator for, its winding up or any resolution for the commencement of any other bankruptcy or insolvency proceeding with respect to it; or
- (j) enter into any contract, transaction, amendment, obligation or liability other than the Transaction Documents to which it is a party or the Corporate Services Agreement or any permitted amendment or supplement thereto or as expressly permitted or required thereunder or engage in any business or activity other than:
 - (A) as provided for or permitted in the Transaction Documents or the Corporate Services Agreement;
 - (B) the ownership, management and disposal of the Trust Assets as provided in the Transaction Documents; and
 - (C) such other matters which are incidental thereto.

8. PERIODIC DISTRIBUTIONS

8.1 Periodic Distribution Amounts and Periodic Distribution Dates

Subject to Condition 6.2 (*The Trust—Application of Proceeds from the Trust Assets*) and Condition 9 (*Payments*), the Principal Paying Agent shall distribute to holders of the Certificates, *pro rata* to their respective holdings, out of amounts transferred into the Transaction Account, a distribution in relation to the Certificates on each Periodic Distribution Date equal to the applicable Periodic Distribution Amount. The Periodic Distribution Amount payable on each Periodic Distribution Date (other than on the first Periodic

Distribution Date) shall be U.S.\$19.52 per U.S.\$1,000 in face amount of Certificates (the "**Periodic Distribution Amount**"). For this purpose, "**Periodic Distribution Date**" means 24 June and 24 December in each year commencing on 24 June 2015 and, subject to Condition 8.3 (*Periodic Distributions—Cessation of Accrual*), ending on the Scheduled Dissolution Date. The Periodic Distribution Amount payable on the first Periodic Distribution Date shall be U.S.\$29.27 per U.S.\$1,000 in face amount of Certificates.

8.2 Calculation of Periodic Distribution Amounts payable other than on a Periodic Distribution Date

If a Periodic Distribution Amount is required to be calculated per U.S.\$1,000 in face amount of Certificates in respect of a period of less than a full Return Accumulation Period (the "**Relevant Period**"), it shall be calculated as an amount equal to the product of: (a) 3.903 per cent. per annum; (b) U.S.\$1,000; and (c) the number of days in such Relevant Period calculated on the basis of a year of twelve 30-day months divided by 360 (with the result being rounded to the nearest U.S.\$0.01, U.S.\$0.005 being rounded upwards). The period from and including the Closing Date to but excluding the first Periodic Distribution Date and each successive period from and including a Periodic Distribution Date to but excluding the next succeeding Periodic Distribution Date is called a "**Return Accumulation Period**".

8.3 Cessation of Accrual

No further amounts will be payable on any Certificate from and including its due date for redemption as a result of the failure of RSA to pay:

- (a) the relevant Exercise Price under the Purchase Undertaking (and entry into a sale and purchase agreement in accordance with the terms of the Purchase Undertaking); and
- (b) the Lease Termination Amount or Scheduled Dissolution Rental Amount (as applicable) under the Lease Agreement,

unless default is made in payment of the Dissolution Amount, in which case Periodic Distribution Amounts will continue to accrue in respect of the Certificates in the manner provided in this Condition 8, **provided that**, in respect of such continued accrual, no sale and purchase agreement has been executed nor has a Total Loss Event has occurred.

9. PAYMENTS

9.1 Payments in respect of the Certificates

Payment of any Periodic Distribution Amount or the Dissolution Amount will be made by the Principal Paying Agent in U.S. dollars, by wire transfer in immediately available funds to the registered account of each Certificateholder or by cheque drawn on a bank that processes payments in U.S. dollars mailed to the registered address of the Certificateholder if it does not have a registered account. Payments of the Dissolution Amount will only be made against surrender of the relevant Certificate at the specified office of any of the Paying Agents. The Dissolution Amount and any Periodic Distribution Amount will be paid to the holder shown on the Register at the close of business on the relevant Record Date.

For the purposes of these Conditions, a Certificateholder's "**registered account**" means an account denominated in U.S. dollars maintained by or on behalf of it with a bank that processes payments in U.S. dollars, details of which appear on the Register at the close of business on the relevant Record Date, and a Certificateholder's "**registered address**" means its address appearing on the Register at that time.

9.2 Payments subject to Applicable Laws

All payments in respect of the Certificates will be subject in all cases to any fiscal or other laws and regulations applicable thereto in the place of payment, but without prejudice to the provisions of this Condition 9 and Condition 11 (*Taxation*).

9.3 Payment only on a Payment Business Day

Where payment is to be made by transfer to a registered account, payment instructions (for value the due date or, if that is not a Payment Business Day, for value the first following day which is a Payment Business Day) will be initiated and, where payment is to be made by cheque, the cheque will be mailed, in each case by the Principal Paying Agent, on the due date for payment or, in the case of a payment of the Dissolution

Amount, if later, on the Business Day on which the relevant Certificate is surrendered at the specified office of a Paying Agent (if required to do so), or, if such date of surrender is not a Payment Business Day, the first following day which is a Payment Business Day.

Certificateholders will not be entitled to any additional Periodic Distribution Amount, Dissolution Amount or other payment for any delay after the due date in receiving the amount due if the due date is not a Payment Business Day, if the relevant Certificateholder is late in surrendering its Certificate (if required to do so) or if a check mailed in accordance with this Condition 9 arrives after the due date for payment.

If the amount of the Dissolution Amount or any Periodic Distribution Amount is not paid in full when due, the Registrar will annotate the Register with a record of the amount actually paid.

9.4 Partial Payments

In the case of partial payment upon presentation of a Certificate, unless a new Certificate has been issued in accordance with the terms of the Agency Agreement, the Trustee shall procure that a statement indicating the amount and the date of such payment is enfaced on the relevant Certificate.

10. AGENTS

10.1 Agents of Trustee

In acting under the Agency Agreement and in connection with the Certificates, the Agents act solely as agents of the Trustee and (to the extent provided in the Amended and Restated Trust Deed and the Agency Agreement) the Representative and do not assume any obligations towards or relationship of agency with any of the Certificateholders or any other party to the Transaction Documents.

10.2 Specified Offices

The names of the initial Agents and their initial specified offices are set out in the Agency Agreement. Each of the Trustee and RSA reserves the right at any time to vary or terminate the appointment of any Agent and to appoint additional or other Agents provided that: (a) it will at all times maintain a Principal Paying Agent and a Registrar (which may be the same entity); (b) so long as any Certificates are admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system, there will at all times be a Paying Agent and a Transfer Agent having its specified office in such place (if any) as may be required by the rules of such listing authority, stock exchange and/or quotation system; and (c) there will at all times be a Paying Agent (which may be the Principal Paying Agent) located in an EU Member State that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

Notice of any such change or any change of any specified office shall be given to the Trustee, RSA and the Certificateholders in accordance with the provisions of the Agency Agreement.

11. TAXATION

All payments in respect of the Certificates shall be made free and clear of and without withholding or deduction for, or on account of, any present or future Taxes, unless the withholding or deduction of the Taxes is required by law. In such event, the Trustee will pay additional amounts so that the full amount which otherwise would have been due and payable under the Certificates is received by the parties entitled thereto, except that no such additional amount shall be payable in relation to any payment in respect of any Certificate:

- (a) on which any Taxes are imposed by reason of the failure of the holder or beneficial owner of such Certificate to make a declaration of non-residence or other similar claim for exemption to the relevant tax authority; or
- (b) presented for payment (where presentation is required) more than 30 days after the Relevant Date (as defined below) except to the extent that a holder would have been entitled to additional amounts on presenting the same for payment on such thirtieth day assuming that day to have been a Payment Business Day; or

- (c) where such withholding or deduction is imposed on a payment to an individual and is required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive; or
- (d) presented for payment (where presentation is required) by or on behalf of a Certificateholder who would be able to avoid such withholding or deduction by presenting the relevant Certificate to another Paying Agent in a different Member State of the European Union.

Each of the Purchase Undertaking, the Lease Agreement and the Service Agency Agreement provides that payments thereunder by RSA must be made without set-off or counterclaim of any kind and without any deduction or withholding for or on account of Tax unless required by law and, in the event that there is any such deduction or withholding for or on account of Tax, RSA shall pay, to the extent permitted by law, to the Trustee or such other persons as the Trustee may direct, such additional amounts in U.S. dollars as are necessary in order that the net payment, after the imposition of any Taxes in respect thereof, will not be less than the amount the Trustee would have received in the absence of such Taxes.

A Certificateholder who is uncertain about its tax position is encouraged to consult its own professional advisors.

12. PRESCRIPTION

The right to receive distributions in respect of the Certificates will be forfeited unless claimed within a period of 10 years (in the case of the Dissolution Amount) and a period of five years (in the case of Periodic Distribution Amounts) from the Relevant Date in respect thereof, subject to the provisions of Condition 9 (*Payments*).

13. PURCHASE AND CANCELLATION OF CERTIFICATES

13.1 Purchases

Each of RSA and the Trustee may at any time purchase Certificates at any price in the open market or otherwise.

13.2 Cancellation of Certificates held by RSA

Following any purchase of Certificates by or on behalf of RSA pursuant to Condition 13.1 (*Purchase and Cancellation of Certificates—Purchases*), RSA shall have the right but not the obligation to cancel such Certificates. If RSA wishes to cancel such Certificates, it may exercise its rights under the Sale Undertaking to oblige the Trustee to transfer to RSA on any Cancellation Date the Trustee's Cancellation Assets Usufruct Interest in consideration for RSA (or its agent on its behalf) delivering the Cancellation Certificates to the Principal Paying Agent for cancellation pursuant to Condition 14.5 (*Capital Distributions of the Trust—Cancellations*), provided that the aggregate Value of any Cancellation Assets Usufruct Interest shall not be greater than the aggregate face amount of the Cancellation Certificates.

13.3 Dissolution of the Trust upon cancellation of all outstanding Certificates

In the event that RSA purchases all the outstanding Certificates and all such Certificates are subsequently cancelled in accordance with Condition 13.2 (*Purchase and Cancellation of Certificates—Cancellation of Certificates held by RSA*), the Trust will be dissolved and the Certificates shall cease to represent an undivided beneficial ownership interest in the Trust Assets and no further amounts shall be payable in respect thereof to the Certificateholders and the Trustee shall have no further obligations in respect thereof.

14. CAPITAL DISTRIBUTIONS OF THE TRUST

14.1 Scheduled Dissolution

Unless the Certificates are previously redeemed, or purchased and cancelled, in full, the Trustee will redeem each Certificate on the Scheduled Dissolution Date at the Dissolution Amount together with any Periodic Distribution Amounts payable. Upon payment in full of such amounts to the Certificateholders, the Trust will be dissolved, the Certificates shall cease to represent undivided beneficial interests in the Trust Assets and no further amounts shall be payable to the Certificateholders in respect thereof and the Trustee shall have no further obligations in respect thereof.

14.2 Dissolution following a Dissolution Event

Upon the occurrence of a Dissolution Event, the Certificates shall become due and payable at the Dissolution Amount on the Dissolution Event Redemption Date and the Trustee shall redeem the Certificates at the Dissolution Amount on the Dissolution Event Redemption Date in accordance with Condition 15 (*Dissolution Events*).

14.3 Dissolution Following a Total Loss Event

Upon the occurrence of a Total Loss Event, the Certificates shall be redeemed and the Trust shall be dissolved on the Total Loss Dissolution Date. The Certificates will be redeemed at the Dissolution Amount using the proceeds of insurance payable in respect of the Total Loss Event (and in the case of a shortfall between the amount of such proceeds and the Full Reinstatement Value, the Total Loss Shortfall Amount) which are required to be paid into the Transaction Account by no later than the 30th day after the occurrence of the Total Loss Event. Upon such redemption, the Trust will dissolve, the Certificates shall cease to represent undivided ownership interests in the Trust Assets and no further amounts shall be payable to the Certificateholders in respect thereof and the Trustee shall have no further obligations in respect thereof.

Under the Service Agency Agreement the Service Agent undertakes to be responsible for ensuring that the Asset Portfolio is properly insured (either by way of commercial insurance or self-insurance (in accordance with the terms as set out in the Service Agency Agreement), as determined by the Service Agent in its absolute discretion) in an amount equal to the Full Reinstatement Value. Upon the occurrence of a Total Loss Event, if the insurance amounts paid into the Transaction Account are less than the Full Reinstatement Value, the shortfall between the amount so paid into the Transaction Account (if any) and the Full Reinstatement Value being the "Total Loss Shortfall Amount", the Service Agent shall have failed to comply with its obligations with respect to procuring insurance under the Service Agency Agreement and as a result irrevocably and unconditionally indemnifies the Trustee for the Total Loss Shortfall Amount, which will be payable directly into the Transaction Account on the 31st day following the occurrence of the Total Loss Event. The aggregate of any insurance proceeds and/or the Total Loss Shortfall Amount are intended to be equal to the aggregate face amount of the Certificates together with all accrued and unpaid Periodic Distribution Amounts.

14.4 No other Dissolution

The Trustee shall not be entitled to redeem the Certificates or dissolve the Trust, otherwise than as provided in this Condition 14, Condition 13 (*Purchase and Cancellation of Certificates*) and Condition 15 (*Dissolution Events*).

14.5 Cancellations

All Certificates which are redeemed, and all Certificates purchased by or on behalf of RSA and delivered by RSA to the Principal Paying Agent for cancellation, will forthwith be cancelled and accordingly such Certificates may not be held, reissued or resold.

14.6 Effect of payment in full of Certificates

Upon payment in full of all amounts due in respect of a Certificate, such Certificate shall cease to represent an undivided beneficial ownership interest in the Trust Assets and no further amounts shall be payable in respect thereof and the Trustee shall have no further obligations in respect thereof.

14.7 Compulsory sale

The Trustee may compel any beneficial owner of an interest in a Restricted Certificate to sell its interest in such Restricted Certificate, or may sell such interest on behalf of such beneficial owner, if such beneficial owner is not a QIB and a QP.

15. DISSOLUTION EVENTS

Upon the occurrence and continuation of any of the following events ("**Dissolution Events**"):

- (a) a default is made in the payment of any Periodic Distribution Amount or the Dissolution Amount and such default is not cured within thirty (30) days of the due date for payment;

- (b) the Trustee defaults in the performance of any of its duties, obligations, undertakings or covenants under the Certificates or the Transaction Documents to which it is a party, and, if such default is in the sole opinion of the Representative capable of remedy, such default shall continue for a period of thirty (30) days after written notice thereof shall have been given to the Trustee and RSA by the Representative;
- (c) a Republic Event occurs;
- (d) the Trustee repudiates any Transaction Document or does or causes to be done any act or thing evidencing an intention to repudiate any Transaction Document;
- (e) an order or decree is made or an effective resolution is passed for the winding up, liquidation, dissolution or administration of the Trustee;
- (f) either: (i) the Trustee is (or is deemed by law or a court to be) insolvent or unable to pay its debts as they fall due; (ii) an administrator or liquidator of the whole or substantially the whole of the undertaking, assets and revenues of the Trustee is appointed (or application for any such appointment is made); (iii) the Trustee takes any action for a readjustment or deferment of any of its obligations or makes a general assignment or an arrangement or composition with or for the benefit of its creditors or declares a moratorium in respect of any of its indebtedness or any guarantee of any indebtedness given by it; or (iv) the Trustee ceases or threatens to cease to carry on all or substantially the whole of its business (otherwise than for the purposes of or pursuant to an amalgamation, reorganisation or restructuring whilst solvent); or
- (g) any event occurs which under the laws of the Republic of South Africa has an analogous effect to any of the events referred to in paragraphs (e) and (f) (inclusive) above,

the Representative shall, upon receiving notice thereof under the Amended and Restated Trust Deed or otherwise becoming aware of a Dissolution Event, (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) promptly give notice to the Certificateholders of such Dissolution Event in accordance with Condition 18 (*Notices*) requesting Certificateholders to indicate to the Trustee and the Representative if they wish the Certificates to be redeemed.

If so requested in writing by the holders of at least 25 per cent. of the then outstanding aggregate face amount of the Certificates or if so directed by an Extraordinary Resolution of the Certificateholders (a "**Dissolution Request**"), the Representative shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) give notice (a "**Dissolution Notice**") of the Dissolution Request to the Trustee, RSA and the Certificateholders in accordance with Condition 18 (*Notices*) and, upon receipt of such Dissolution Notice, the Certificates are immediately due and payable at the Dissolution Amount, whereupon they shall become so due and payable.

Upon the Certificates being declared due and payable pursuant to this Condition 15, all payments in respect of the Certificates shall be made and all rights of Trustee and/or the Representative under the Transaction Documents shall be exercised.

As set out in the Purchase Undertaking, each of the following events or circumstances shall constitute a "**Republic Event**":

- (i) default by RSA in any payment of the Exercise Price under the Purchase Undertaking, Rental under the Lease Agreement or any amount payable under the Service Agency Agreement and the continuance of the default for a period of more than 30 days after the date on which such payments are due;
- (ii) failure by RSA to perform or observe any other obligation under the Transaction Documents and the continuance of the default for a period of 60 days following written notice of the default to RSA by the Trustee or the Representative (as applicable) (except where the failure is not, in the sole of opinion of the Representative, capable of remedy, in which event no notice is required);
- (iii) if any other present or future External Indebtedness becomes due and payable prior to its stated maturity by reason of default, or any such External Indebtedness is not paid at its maturity as extended by any applicable grace period, or any External Indebtedness in the form of a guarantee is not honoured when due and called upon or within any applicable grace period; or
- (iv) if RSA declares a general moratorium on the payment of any External Indebtedness.

16. ENFORCEMENT

16.1 Enforcement

Upon the occurrence of a Dissolution Event and the delivery of a Dissolution Notice to the Trustee, RSA and the holders of the Certificates in accordance with Condition 18 (*Notices*) by the Representative pursuant to Condition 15 (*Dissolution Events*), to the extent that the amounts payable in respect of the Certificates have not been paid in full pursuant to Condition 15 (*Dissolution Events*), subject to Condition 16.2 (*Enforcement—Representative not obliged to take action*), the Representative (acting on behalf of Certificateholders) shall (subject in each case to being indemnified and/or secured and/or prefunded to its satisfaction) have the power and be entitled to take one or more of the following steps:

- (a) pursuant to the powers and authorities delegated to the Representative under the Power of Attorney:
 - (A) enforce against RSA: (i) the provisions of the Purchase Undertaking and the Lease Agreement; (ii) (upon a failure by RSA to pay the relevant Dissolution Amount on any Total Loss Dissolution Date) the provisions of the Service Agency Agreement; and (iii) any of the other Sukuk Documents to which the Trustee is a party; and/or
 - (B) start or join in legal proceedings against RSA to recover from RSA any amounts owed to Certificateholders or the Trustee; and
- (b) start or join in legal proceedings against the Trustee to recover from the Trustee any amounts owed to Certificateholders; and/or
- (c) start or join in any other legal proceedings or take such other steps as the Representative may consider necessary in its absolute discretion to protect the interests of the Certificateholders.

16.2 Representative not obliged to take action

The Representative (including, without limitation, when acting in the name and on behalf of the Trustee) shall not be bound in any circumstances to take any action to enforce or realise the Trust Assets or take any action against RSA under any Transaction Document to which RSA is a party or take any action against the Trustee under any Transaction Document to which the Trustee is a party unless directed or requested to do so: (i) by an Extraordinary Resolution; or (ii) in writing by the holders of at least 25 per cent. in aggregate face amount of the Certificates then outstanding, and in either case then only if it is indemnified and/or secured and/or pre-funded to its satisfaction against all Liabilities to which it may thereby render itself liable or which it may incur by so doing, **provided that**, subject to, in the case of the Trustee, Clause 10 (*Trustee Liable for Negligence*) of the Amended and Restated Trust Deed and, in the case of the Representative, Clause 26 (*Representative Liable for Negligence*) of the Amended and Restated Trust Deed, neither the Trustee nor the Representative shall be liable for the consequences of exercising its discretion or taking or not taking any such action and may do so without having regard to the effect of taking or not taking such action on individual Certificateholders.

16.3 Direct Enforcement by Certificateholder

No Certificateholder shall be entitled to proceed directly against the Trustee or RSA or provide instructions (not otherwise permitted by the Amended and Restated Trust Deed) to the Representative to proceed against the Trustee and/or RSA under any Transaction Document unless: (a) the Representative, having become bound to proceed pursuant to Condition 16.2 (*Enforcement—Representative not obliged to take action*) fails to do so within a reasonable period of becoming so bound and such failure is continuing; and (b) the relevant Certificateholder (or such Certificateholder together with the other Certificateholders who propose to proceed directly against any of the Trustee or RSA as the case may be) holds at least 25 per cent. of the then aggregate face amount of the Certificates outstanding. Under no circumstances shall the Representative or any Certificateholder have any right to cause the sale or other disposition of any of the Trust Assets (other than pursuant to the Transaction Documents) and the sole right of the Representative and the Certificateholders against the Trustee and RSA shall be to enforce their respective obligations under the Lease Agreement, the Service Agency Agreement and/or the Purchase Undertaking.

16.4 Limited Recourse

Conditions 16.1 to 16.3 (inclusive) above are subject to the provisions of Condition 4.2 (*Status and Limited Recourse—Limited Recourse*).

17. REPLACEMENT OF DEFINITIVE CERTIFICATES

Should any Certificate be lost, stolen, mutilated, defaced or destroyed it may be replaced at the specified office of the Principal Paying Agent upon payment by the claimant of the expenses incurred in connection with the replacement and on such terms as to evidence and indemnity as the Trustee, the Representative, the Registrar and the Principal Paying Agent may require. Mutilated or defaced Certificates must be surrendered before replacements will be issued.

18. NOTICES

Save as provided in this Condition 18, notices to the Certificateholders will be sent to them by first class mail (or its equivalent) or (if posted to an overseas address) by airmail at their respective addresses on the Register. Any such notice shall be deemed to have been given on the fourth day (being a day other than Saturday or Sunday) after the date of mailing.

Until such time as any Definitive Certificates are issued, so long as the Global Certificate representing the Certificates is held in its entirety on behalf of DTC, Euroclear and/or Clearstream, Luxembourg, as the case may be, the relevant notice may be delivered to the relevant clearing systems for communication by them to the Certificateholders. Any such notice shall be deemed to have been given to the Certificateholders on the day on which the said notice was given to the relevant clearing system.

The Trustee shall also ensure that notices are duly given in a manner which complies with the rules and regulations of any stock exchange on which the Certificates are for the time being listed. Any notice shall be deemed to have been given on the fourth day (being a day other than Saturday or Sunday) after being so mailed.

19. MEETINGS OF CERTIFICATEHOLDERS, MODIFICATION, WAIVER, AUTHORISATION AND DETERMINATION

- 19.1 The Amended and Restated Trust Deed contains provisions for convening meetings of Certificateholders to consider any matter affecting their interests, including the modification or abrogation by Extraordinary Resolution of any of these Conditions or the provisions of the Amended and Restated Trust Deed, any other Transaction Document or the Corporate Services Agreement. The quorum at any meeting for passing an Extraordinary Resolution will be one or more persons present holding or representing more than half of the aggregate face amount of the outstanding Certificates, or at any adjourned such meeting one or more persons present whatever the outstanding face amount of the Certificates held or represented by him or them, except that at any meeting the business of which is a **"Reserved Matter"** (the definition of which in the Amended and Restated Trust Deed includes modifying the Scheduled Dissolution Date or any other date for payment under the Certificates, reducing or cancelling any amount payable in respect of the Certificates, altering the currency of payment of the Certificates, amending the covenant given by the Trustee and the Representative in Clause 22.1 (*Application of Moneys*) of the Amended and Restated Trust Deed or Condition 6.2 (*The Trust—Application of Proceeds from the Trust Assets*), modifying the provisions contained in the Conditions and the Amended and Restated Trust Deed concerning the quorum required at any meeting of the Certificateholders or the majority required to pass an Extraordinary Resolution, amending the definition of "Dissolution Event" or "Republic Event", or changing any of RSA's covenants set out in the Purchase Undertaking or any of its covenants to make a payment under any Transaction Document to which it is a party), the quorum shall be one or more persons present holding or representing not less than three-quarters of the outstanding face amount of the Certificates, or at any adjourned such meeting one or more persons present holding or representing not less than one-quarter of the outstanding face amount of the Certificates. The expression **"Extraordinary Resolution"** is defined in the Amended and Restated Trust Deed to mean either: (i) a resolution passed at a Meeting duly convened and held in accordance with the provisions of Schedule 4 (*Provisions for Meetings of Certificateholders*) of the Amended and Restated Trust Deed by a majority of not less than three quarters of the votes cast; or (ii) a Written Resolution, where **"Written Resolution"** means (a) in respect of a Reserved Matter, a resolution in writing signed by or on behalf of the holders of the Certificates representing in aggregate not less than 75 per cent. of the face amount of the outstanding Certificates whose holders are entitled to receive notice of a Meeting; or (b) in respect of a matter which is not a Reserved Matter, a resolution in writing signed by or on behalf of the holders of the Certificates representing in aggregate not less than 66⅔ per cent. of the face amount of the outstanding Certificates whose holders are entitled to receive notice of a Meeting, and where **"Meeting"** means a meeting of Certificateholders (whether originally convened or resumed following adjournment).
- 19.2 The Amended and Restated Trust Deed provides that the Representative may agree, without the consent or sanction of the Certificateholders, to any modification of, or to the waiver or authorisation of any breach or proposed breach of, any of these Conditions or any of the provisions of the Amended and Restated Trust

Deed, any other Transaction Document or the Corporate Services Agreement, or determine, without any such consent or sanction as aforesaid, that any Dissolution Event or an event which, with the giving of notice, lapse of time, determination of materiality or fulfilment of any other applicable condition (or any combination of the foregoing), would constitute a Dissolution Event shall not be treated as such if, in the sole opinion of the Representative: (i) such modification is of a formal, minor or technical nature; (ii) such modification is made to correct a manifest error; or (iii) (other than in respect of a Reserved Matter) such modification, waiver, authorisation or determination is not, in the sole opinion of the Representative, materially prejudicial to the interests of the Certificateholders. No such direction or request will affect a previous consent, waiver, authorisation or determination.

19.3 In connection with the exercise by it of any of its trusts, powers, authorities and discretions (including, without limitation, any modification, waiver, authorisation or determination), the Representative shall have regard to the general interests of the Certificateholders as a class (but shall not have regard to any interests arising from circumstances particular to individual Certificateholders (whatever their number)) and, in particular but without limitation, shall not have regard to the consequences of any such exercise for individual Certificateholders (whatever their number) resulting from their being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory or any political sub-division thereof) and the Representative shall not be entitled to require, nor shall any Certificateholder be entitled to claim from the Representative or any other person, any indemnification or payment in respect of any tax consequence of any such exercise upon individual Certificateholders.

19.4 Any modification, abrogation, waiver, authorisation or determination shall be binding on all the Certificateholders and shall be notified to the Certificateholders as soon as practicable thereafter in accordance with Condition 18 (*Notices*).

20. INDEMNIFICATION AND LIABILITY OF THE REPRESENTATIVE AND THE TRUSTEE

20.1 The Amended and Restated Trust Deed contains provisions for the indemnification of each of the Representative and the Trustee in certain circumstances and for their respective relief from responsibility, including provisions relieving the Representative from taking action unless indemnified and/or secured and/or prefunded to its satisfaction as well as provisions entitling the Representative to be paid its costs and expenses in priority to the claims of the Certificateholders.

20.2 Neither the Representative nor the Trustee makes any representation and assumes no responsibility for the validity, sufficiency or enforceability of the Trust Assets other than as expressly provided in the Amended and Restated Trust Deed.

20.3 Each of the Trustee and the Representative is exempted from: (i) any liability in respect of any decline in value or loss realised upon any sale or other disposition of any of the Trust Assets or any cash; (ii) any obligation to insure the Trust Assets pursuant to the Amended and Restated Trust Deed and these Conditions; and (iii) any defect or failure in the right or title over any of the Trust Assets, unless such decline in value or loss defect or failure arises as a result of the gross negligence, wilful default or fraud by the Trustee or the Representative, as the case may be.

20.4 The Amended and Restated Trust Deed also contains provisions pursuant to which the Representative is entitled, *inter alia*, (a) to enter into business transactions with RSA and to act as trustee for the holders of any other securities issued or guaranteed by, or relating to RSA, (b) to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transactions or, as the case may be, any such trusteeship without regard to the interests of, or consequences for, the Certificateholders and (c) to retain and not be liable to account for any profit made or any other amount or benefit received thereby or in connection therewith.

20.5 Neither the Trustee nor the Representative shall be responsible for monitoring or ascertaining whether or not a Dissolution Event, a Potential Dissolution Event or Total Loss Event has occurred or exists and, unless and until it shall have received express notice to the contrary, it will assume that no such event or circumstance exists or has occurred.

20.6 Neither the Trustee nor the Representative has any duty to monitor the performance by the parties to the Corporate Services Agreement or the Transaction Documents of their obligations nor is it obliged (unless indemnified and/or secured and/or prefunded to its satisfaction) to take any other action, proceeding or step which may involve the Trustee or the Representative in any personal liability or expenses.

21. FURTHER ISSUANCE

The Trustee may at any time (including during a Return Accumulation Period) (without the consent of the Certificateholders) create and issue Additional Certificates having the same terms and conditions as the Certificates issued on the Closing Date (save for the date of payment and amount of the first payment of the periodic distribution amount and the issuance price).

In connection with an issuance of Additional Certificates in accordance with Condition 21, pursuant to the Additional Assets Undertaking the Trustee grants to RSA the right to require the Trustee to purchase and accept a grant of an Additional Assets Usufruct Interest from RSA in consideration for the payment by the Trustee to RSA of the proceeds of the related issuance of Additional Certificates.

The purchase of the Additional Assets Usufruct Interest will become effective upon the Trustee and RSA entering into a transfer agreement in accordance with the terms of the Additional Assets Undertaking. Pursuant to the terms of the Lease Agreement, the Lease Assets shall be deemed to be amended to include the Additional Assets).

22. CURRENCY INDEMNITY

U.S. dollar is the sole currency of account and payment for all sums payable by the Trustee under or in connection with the Certificates, including damages. Any amount received or recovered in a currency other than the U.S. dollars (whether as a result of, or the enforcement of, a judgment or order of a court of any jurisdiction or otherwise) by any Certificateholder in respect of any sum expressed to be due to it from the Trustee shall only constitute a discharge to the Trustee to the extent of the amount of U.S. dollars which the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If that amount of U.S. dollars is less than the amount of U.S. dollars expressed to be due to the recipient under any Certificate, the Trustee shall indemnify it against any loss sustained by it as a result. In any event, the Trustee shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition 22, it will be sufficient for the Certificateholder to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Trustee's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Certificateholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Certificates or any other judgment or order.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No rights are conferred on any person under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions, but this does not affect any right or remedy of any person which exists or is available apart from that Act.

24. GOVERNING LAW AND JURISDICTION

24.1 Governing law

The Certificates and these Conditions (including the remaining provisions of this Condition 24) and any non-contractual obligations arising out of or in connection with the Certificates and these Conditions are governed by, and shall be construed in accordance with, English law.

24.2 Jurisdiction

The courts of England have exclusive jurisdiction to settle any Dispute. The Trustee agrees that the courts of England are the most appropriate and convenient courts to settle any Dispute and, accordingly, will not argue to the contrary. The Trustee agrees that the previous sentence does not prevent the Representative acting on behalf of the Certificateholders, from taking proceedings relating to a Dispute in any court of competent jurisdiction.

The Trustee appoints Law Debenture Corporate Services Limited at its registered office at Fifth Floor, 100 Wood Street, London EC2V 7EX as its agent for service of process in England, and the Trustee undertakes that, in the event of Law Debenture Corporate Services Limited ceasing so to act or ceasing to be registered in England, it will appoint another person as its agent for service of process in England in respect

of any proceedings or disputes. The Trustee agrees that failure by a process agent to notify it of any process will not invalidate service. Nothing in this Condition 24.2 shall affect the right to serve process in any other manner permitted by law.

24.3 Immunity

Pursuant to the terms of the Transaction Documents to which it is a party, RSA has waived any immunity from the jurisdiction of the English courts and any courts of competent jurisdiction thereunder over any suit, action or proceeding (other than a pre-judgment attachment, immunity from which is expressly not waived), that may be brought in connection with the relevant Transaction Documents. RSA has irrevocably waived, in relation to any such suit, action or proceeding in any such court, to the fullest extent permitted by law, any immunity and any objection to any such suit, action, or proceeding on the grounds of venue or on the ground that any such suit, action or proceeding has been brought in an inconvenient forum. Such waiver of immunity constitutes only a limited and specific waiver for the purposes of the relevant Transaction Documents and under no circumstances shall it be interpreted as a general waiver by RSA or a waiver with respect to proceedings unrelated to the relevant Transaction Documents.

RSA has reserved the right to plead sovereign immunity under the U.S. Foreign Sovereign Immunities Act of 1976 with respect to actions brought against it under U.S. federal or state securities law. RSA has not waived any immunity in respect of present or future "premises of the mission" as such term is defined in the Vienna Convention on Diplomatic Relations signed in 1961, or "consular premises" as such term is defined in the Vienna Convention on Consular Relations signed in 1963 or military property or military assets of RSA related thereto. Each of parties to the relevant Transaction Documents to which RSA is a party, has agreed that final judgment in any suit, action or proceeding brought in the courts of competent jurisdiction in accordance with the terms of the relevant Transaction Documents shall be conclusive and binding upon it and may be enforced in any court to the jurisdiction of which it is subject by a suit upon such judgment; provided that, in respect of the jurisdiction of the English courts, service of process is effected upon it in the manner provided by the relevant Transaction Documents.

24.4 Waiver of Interest

Each of RSA, the Trustee and the Representative has irrevocably agreed in the Amended and Restated Trust Deed that no interest will be payable or receivable under or in connection with the Amended and Restated Trust Deed and in the event that it is determined that any interest is payable or receivable in connection with the Amended and Restated Trust Deed by a party, whether as a result of any judicial award or by operation of any applicable law or otherwise, such party agrees to waive any rights it may have to claim or receive such interest and agrees that if any such interest is actually received by it, it shall promptly donate the same to a registered or otherwise officially recognised charitable organisation.

For the avoidance of doubt, nothing in this Condition 24.4 shall be construed as a waiver of rights in respect of Rental, Periodic Distribution Amounts or profit of any kind howsoever described payable by RSA or the Trustee pursuant to the Transaction Documents and/or the Conditions, howsoever such amounts may be described or re-characterised by any court.

GLOBAL CERTIFICATES

Each Global Certificate contains provisions which apply to the Certificates in respect of which it is issued whilst they are represented by the relevant Global Certificate, some of which modify the effect of the Conditions. The following is a summary of those provisions. Unless otherwise defined, terms defined in the Conditions have the same meaning below.

1. Form of the Certificates

The Certificates sold in offshore transactions to non-U.S. persons in reliance on Regulation S (the "**Regulation S Certificates**") will be represented by one or more global Regulation S certificates in fully registered form (the "**Regulation S Global Certificates**"). Beneficial interests in a Regulation S Global Certificate may only be offered or sold to non-U.S. persons outside the United States in reliance on Regulation S and may not be held otherwise than through Euroclear or Clearstream, Luxembourg. Such Regulation S Global Certificate will bear a legend regarding such restrictions on transfer. See "*Clearance and Settlement—Payments and relationship of participants with clearing systems*".

The Certificates sold within the United States to QIBs who are also QPs in reliance on Rule 144A (the "**Restricted Certificates**") will be represented by one or more global Rule 144A certificates in fully registered form (the "**Restricted Global Certificates**"), which will be deposited with a custodian for, and will be registered in the name of a nominee for, DTC. Beneficial interests in the Restricted Global Certificates may only be held through DTC and its direct or indirect participants including Euroclear and Clearstream, Luxembourg at any time. See "*Clearance and Settlement—Payments and relationship of participants with clearing systems*". Beneficial interests in the Restricted Global Certificates may only be held by QIBs that are QPs, holding their interests for their own account or for the account of one or more QIBs, each of which is a QP. By acquisition of a beneficial interest in the Restricted Global Certificates, the purchaser thereof will be deemed to represent, among other things, that it is a QIB and a QP and that, if in the future it determines to transfer such beneficial interest, it will transfer such interest in accordance with the procedures and restrictions contained in the Restricted Global Certificates. See "*Transfer Restrictions*".

The Regulation S Global Certificates and the Restricted Global Certificates are referred to herein as the "**Global Certificates**". Beneficial interests in the Global Certificates will be subject to certain restrictions on transfer set out therein and in the Agency Agreement and such Global Certificates will bear a legend as set out under "*Transfer Restrictions*".

No beneficial interest in the Regulation S Global Certificates may be transferred to a person who takes delivery in the form of a beneficial interest in the Restricted Global Certificates unless: (i) the transfer is to a person that is both a QIB and a QP; (ii) such transfer is made in reliance on Rule 144A; and (iii) the transferor provides a Transfer Agent or the Registrar with a written certification substantially in the form set out in the Agency Agreement to the effect that the transferor reasonably believes that the transferee is both a QIB and a QP purchasing the beneficial interest for its own account or any account of a QIB who is also a QP, in each case, in a transaction meeting the requirements of Rule 144A and that such transaction is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. No beneficial interest in the Restricted Global Certificates may be transferred to a person who takes delivery in the form of a beneficial interest in the Regulation S Global Certificates unless: (i) the transfer is being made to a non-U.S. person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S; and (ii) the transferor provides a Transfer Agent or the Registrar with a written certification substantially in the form set out in the Agency Agreement to the effect that the transfer is being made to a non-U.S. person in an offshore transaction in accordance with Regulation S.

Any beneficial interest in the Regulation S Global Certificates that is transferred to a person who takes delivery in the form of an interest in the Restricted Global Certificates will, upon transfer, cease to be an interest in the Regulation S Global Certificates and become an interest in the Restricted Global Certificates, and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in the Restricted Global Certificates for as long as it remains such an interest. Any beneficial interest in the Restricted Global Certificates that is transferred to a person who takes delivery in the form of an interest in the Regulation S Global Certificates will, upon transfer, cease to be an interest in the Restricted Global Certificates and become an interest in the Regulation S Global Certificates and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in the Regulation S Global Certificates for so long as it remains such an interest. No service charge will be made for any registration of transfer or exchange of Certificates, but the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Upon receipt of the Global Certificates, the relevant clearing system or the custodian will credit, on its internal system, the respective face amount of the individual beneficial interests represented by each such Global Certificate to the accounts of persons who have accounts with such clearing system. Ownership of beneficial interests in Global Certificates will be limited to persons who have accounts with the relevant clearing system or persons who hold interests through participants, including Euroclear and Clearstream, Luxembourg in the case of DTC. Ownership of beneficial interests in the Global Certificates will be shown on, and the transfer of that ownership will be effected only through, records maintained by Euroclear, Clearstream, Luxembourg and/or DTC or its nominee (with respect to interests of participants) and the records of participants (with respect to interests of persons other than participants).

Except in the limited circumstances described below, owners of beneficial interests in Global Certificates will not be entitled to receive physical delivery of certificated Certificates.

2. Holders

For so long as all of the Certificates are represented by one or more of the Global Certificates and each Global Certificate is held on behalf of DTC, Euroclear and/or Clearstream, Luxembourg or their respective nominees, each person (other than another clearing system) who has for the time being a particular aggregate face amount of such Certificates credited to his securities account in the records of Euroclear or Clearstream, Luxembourg or, as the case may be, DTC or its nominee (each, a "**Certificateholder**") (in which regard any certificate or other document issued by such clearing system as to the aggregate face amount of such Certificates standing to the account of any person shall be conclusive and binding for all purposes save in the case of manifest error) shall be deemed to be the Certificateholder in respect of the aggregate face amount of such Certificates (and the expression "**Certificateholders**" and references to "**holding of Certificates**" and to "**holder of Certificates**" shall be construed accordingly) for all purposes other than with respect to payments on such Certificates, the right to which shall be vested, as against the Trustee and the Representative, solely in the registered holder of the relevant Global Certificate in accordance with and subject to its terms. Each Certificateholder must look solely to the relevant clearing system, for its share of each payment made to the registered holder of the relevant Global Certificate.

3. Cancellation

Cancellation of any Certificate represented by a Global Certificate will be effected by reduction in the aggregate face amount of the Certificates in the Register and by annotation of the appropriate schedule to that Global Certificate, subject to the rules and procedures of the relevant clearing system.

4. Payments

Payments of the Dissolution Amount, any Periodic Distribution Amount and any amounts payable in respect of Certificates represented by a Global Certificate will be made upon presentation and, at dissolution, surrender of the relevant Global Certificate at the specified office of the Principal Paying Agent or to the order of the Registrar or such other office as may be specified by the Registrar, all subject to and in accordance with the Conditions, the Amended and Restated Trust Deed and the Agency Agreement.

Distributions of amounts with respect to book entry interests in the Certificates held through DTC, Euroclear and/or Clearstream, Luxembourg or their respective nominees will be credited to the cash accounts of participants in the relevant clearing system in accordance with the relevant clearing system's rules and procedures.

A record of each payment made in respect of the Certificates will be entered into the Register by or on behalf of the Registrar and shall be *prima facie* evidence that payment has been made.

5. Notices

So long as all the Certificates are represented by one or more of the Global Certificates and each Global Certificate is held on behalf of DTC, Euroclear and/or Clearstream, Luxembourg or their respective nominees, notices to Certificateholders may be given by delivery of the relevant notice to the relevant clearing systems for communication to entitled holders in substitution for notification as required by the Conditions except that, so long as the Certificates are listed on any stock exchange, notices shall also be published in accordance with the rules of such stock exchange. Any such notice shall be deemed to have been given to the Certificateholders on the day after the day on which such notice is delivered to the relevant clearing systems.

6. Registration of Title

The Registrar will not register title to the Certificates in a name other than that of a nominee for the relevant clearing system for a period of fifteen days preceding the due date for any payment of any Periodic Distribution Amount or the Dissolution Amount in respect of the Certificates.

7. Transfers

Transfers of book entry interests in the Certificates will be effected through the records of Euroclear, Clearstream, Luxembourg and/or DTC (and their respective direct and indirect participants) in accordance with their respective rules and procedures.

8. Exchange for Definitive Certificates

Exchange

The Restricted Global Certificates will be exchangeable, free of charge to the holder, in whole but not in part, for Certificates in definitive form ("**Restricted Definitive Certificates**") and the Regulation S Global Certificates will be exchangeable, free of charge to the holder, in whole but not in part, for Certificates in definitive form ("**Regulation S Definitive Certificates**") and, together with the Restricted Definitive Certificates, the "**Definitive Certificates**") upon the occurrence of an Exchange Event.

For these purposes, "**Exchange Event**" means that: (i) in the case of the Global Certificates registered in the name of a nominee for DTC, if: (a) DTC notifies the Trustee that it is no longer willing or able to discharge properly its responsibilities as depositary with respect to such Global Certificates or DTC ceases to be a "clearing agency" registered under the Exchange Act or is at any time no longer eligible to act as such and no qualified successor clearing system satisfactory to the Representative has been identified within 90 days of receipt of such notice from DTC; or (b) any of the circumstances described in Condition 15 (*Dissolution Events*) occurs; or (ii) in the case of the Global Certificates registered in the name of a nominee for a common depositary for Euroclear and Clearstream, Luxembourg: (a) the Trustee has been notified that both Euroclear and Clearstream, Luxembourg have been closed for business for a continuous period of 14 days (other than by reason of holiday, statutory or otherwise) or have announced an intention permanently to cease business or have in fact done so and, in any such case, no successor clearing system is available; or (b) any of the circumstances described in Condition 15 (*Dissolution Events*) occurs.

In exchange for the relevant Global Certificate, as provided in the Agency Agreement, the Registrar will deliver or procure the delivery of an equal aggregate face amount of duly executed Definitive Certificates in or substantially in the form set out in the Amended and Restated Trust Deed.

Delivery

In such circumstances, the relevant Global Certificate shall be exchanged in full for Definitive Certificates and the Trustee will, at the cost of the Trustee (but against such indemnity as the Registrar or any relevant Transfer Agent may require in respect of any tax or other duty of whatever nature which may be levied or imposed in connection with such exchange), cause sufficient Definitive Certificates to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Certificateholders. A person having an interest in a Global Certificate must provide the Registrar with: (i) a written order containing instructions and such other information as the Trustee and the Registrar may require to complete, execute and deliver such Definitive Certificates; and (ii) in the case of the Restricted Global Certificates only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange or, in the case of simultaneous sale pursuant to Rule 144A, a written certification that the transfer is being made in compliance with the provisions of Rule 144A to a purchaser that the transferor reasonably believes to be a QIB and a QP purchasing the beneficial interest for its own account or any account of a QIB who is also a QP, in each case, in a transaction meeting the requirements of Rule 144A and that such transaction is in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. Definitive Certificates issued in exchange for a beneficial interest in the Restricted Global Certificates shall bear the legends applicable to transfers pursuant to Rule 144A and Rule 3(c)(7) under the Investment Company Act, as set out under "*Transfer Restrictions*".

Legends and transfers

The holder of a Definitive Certificate may transfer the Certificates represented thereby in whole or in part in the applicable Specified Denomination by surrendering it at the specified office of the Registrar or any Transfer

Agent, together with the completed form of transfer thereon. Upon the transfer, exchange or replacement of a Definitive Certificate bearing the legend referred to under "*Transfer Restrictions*", or upon specific request for removal of the legend on a Definitive Certificate, the Trustee will deliver only Definitive Certificates that bear such legend, or will refuse to remove such legend, as the case may be, unless there is delivered to the Trustee and the Registrar such satisfactory evidence, which may include an opinion of counsel, as may reasonably be required by the Trustee that neither the legend nor the restrictions on transfer set out therein are required to ensure compliance with the provisions of the Securities Act and the Investment Company Act. Restricted Definitive Certificates will bear the same (or substantially the same) legend as the legend for the Restricted Global Certificates set out under "*Transfer Restrictions*". The Restricted Definitive Certificates may not at any time be held by or on behalf of U.S. persons (as defined in Regulation S) that are not QIBs who are also QPs. Before any Regulation S Definitive Certificate may be resold or otherwise transferred to a person who takes delivery in the form of a Restricted Definitive Certificate, the transferor will be required to provide the Registrar with a written certification substantially in the form set out in the Agency Agreement to the effect that the transferor reasonably believes that the transfer is: (i) to a person that is a QIB and a QP purchasing the beneficial interest for its own account or any account of a QIB who is also a QP; and (ii) in each case in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States or any other jurisdiction. Regulation S Definitive Certificates will bear the same (or substantially the same) legend as the legend for the Regulation S Global Certificates set out under "*Transfer Restrictions*". Before any Restricted Definitive Certificates may be resold or otherwise transferred to a person who takes delivery in the form of a Regulation S Definitive Certificate, the transferor will be required to provide the Registrar with a written certification substantially in the form set out in the Agency Agreement to the effect that the transfer is being made to a non-U.S. person in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S.

DESCRIPTION OF THE TRUSTEE

ZAR Sovereign Capital Fund Proprietary Limited is a private company incorporated under the terms of the Companies Act, 2008 of the Republic of South Africa on 27 May 2014 with registered number 2014/103609/07. The Trustee's registered office address is 3rd Floor, 200 on Main, Corner Main and Bowwood Roads, Claremont, Cape Town, 7708, South Africa, its fax number is +27866733490 and its telephone number is +27216576010. The Trustee operates in South Africa under the following legislation of the Republic of South Africa: the Companies Act, 2008, the Company Regulations, 2011 and the Trust Property Control Act, 1988.

Business of the Trustee

The Trustee is a newly formed South African entity and has no prior operating history or prior business and will not have any assets or liabilities other than in connection with the issue of the Certificates. The Certificates are the obligations of the Trustee (acting through the Trustee as trustee of the Trustee) alone.

The primary purpose of the Trustee is to issue the Certificates (on behalf of the Trustee as trustee of the Trustee) and enter into the transactions contemplated by the Transaction Documents. To satisfy such purposes, the Trustee may enter into the Transaction Documents and other agreements necessary for the performance of its obligations related to the Certificates, and undertake activities pursuant to, or that are consistent with, the transactions and documents referred to in this Prospectus.

The Trustee has not engaged, since its establishment, in any activities other than those regarding or incidental to the issue of the Certificates and the matters contemplated in this Prospectus and the Transaction Documents and the authorisation of its entry into the other transactions and documents referred to in this Prospectus to which it is or will be a party.

Pursuant to the terms of the Transaction Documents, the Trustee (acting through the Trustee as trustee of the Trust) may not issue any securities other than the Certificates, and the Trustee may not issue securities nor otherwise incur indebtedness while the Certificates are outstanding.

Share Capital of the Trustee

The Trustee has no subsidiaries. The Trustee has an authorised share capital of 1,000 nil par value ordinary shares, all of which have been issued and fully paid up as at the date of this Prospectus.

The Trustee's entire issued share capital is held by GMG Trust Company (SA) Proprietary Limited (the "**Trustee Administrator**") in its capacity as the trustee of an owner trust in respect of the Trustee under the terms of an owner trust deed dated 2 May 2014 (the "**Owner Trust Deed**") under which the Trustee Administrator holds the shares of the Trustee on trust in accordance with the terms of the Owner Trust Deed.

Directors of the Trustee

The directors of the Trustee are all officers of the Trustee Administrator. The directors of the Trustee and their other principal activities as at the date hereof are as follows:

Name	Other principal activities
Amanda Collis	Provision of trustee and directorship services for special purpose vehicles ("SPVs") on syndicated structured transactions, in addition to oversight of the compliance and administration of such SPVs.
Sally Louise Clifton	Provision of trustee and directorship services for SPVs on syndicated structured transactions, in addition to oversight of the compliance and administration of such SPVs.

The business address of each of the Directors is 3rd Floor, 200 on Main, Corner Main and Bowwood Roads, Claremont, Cape Town, 7708, South Africa.

There are no potential conflicts of interest between the private interests or other duties of the directors listed above and their duties to the Trustee.

Corporate Administration

The Trustee Administrator will also act as the administrator of the Trustee and the Owner Trust. The office of the Trustee Administrator will serve as the general business office of the Trustee. Through the office, and pursuant to the terms of a corporate service agreement (the "**Corporate Services Agreement**"), the Trustee Administrator will perform in the Republic of South Africa or such other jurisdiction as may be agreed by the parties from time to time various management functions on behalf of the Trustee and the provision of certain clerical, administrative and other services until termination of the Corporate Services Agreement.

In consideration of the foregoing, the Trustee Administrator will receive various fees payable by the Trustee at rates agreed upon from time to time, plus expenses ("**Trustee Administrator Costs**"). Pursuant to the terms of the Amended and Restated Trust Deed, the Trustee is indemnified by RSA in respect of the Trustee Administrator Costs. The terms of the Corporate Services Agreement provide that either the Trustee or the Trustee Administrator may terminate such agreements upon the occurrence of certain stated events, including any breach by the other party of its obligations under such agreements. In addition, the Corporate Services Agreement provides that either party shall be entitled to terminate such agreements by giving at least three months' notice in writing to the other party with a copy to any applicable rating agency.

Directors' Interests

No director listed above has any interest in the promotion of, or any property purchased by or granted and transferred to, or proposed to be purchased by or granted and transferred to, the Trustee and no director has any conflict of interest and/or any potential conflict of interest between any of its duties to the Trustee and its private interests and/or other duties, save for the fact that each director is an employee and/or officer of the Trustee Administrator (or an affiliate thereof).

Financial Statements

The Trustee has agreed that, for so long as any Certificates are "restricted securities" as defined in Rule 144(a)(3) under the Securities Act, it will during any period that it is neither subject to sections 13 or 15(d) of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, furnish, upon request, to any holder or beneficial owner of Certificates or any prospective purchaser designated by any such holder or beneficial owner, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act with respect to the Trust and the Trustee.

OVERVIEW OF THE PRINCIPAL TRANSACTION DOCUMENTS

The following is an overview of certain provisions of the principal Transaction Documents and is qualified in its entirety by reference to the detailed provisions of the principal Transaction Documents. Copies of the Transaction Documents will be available for inspection at the offices of the Principal Paying Agent in London and the offices of the Trustee in the Republic of South Africa during normal business hours on any weekday (Saturdays, Sundays and public holidays excepted).

Capitalised terms used but not defined in this Overview of the Principal Transaction Documents have the meaning given to them in the Conditions.

Purchase Agreement

The Purchase Agreement will be entered into on the Closing Date between the Trustee (in its capacity as grantee) and RSA (in its capacity as Owner) and will be governed by the laws of the Republic of South Africa.

Pursuant to the Purchase Agreement, on the Closing Date, RSA will sell, grant and transfer, and the Trustee will purchase and receive a grant and transfer of the Usufruct Interest in consideration for an amount equal to the proceeds of the issue of the Certificates (the "**Usufruct Interest Consideration**").

Lease Agreement

The Lease Agreement will be entered into on the Closing Date between the Trustee (in its capacity as Lessor) and RSA (in its capacity as Lessee). The Lease Agreement will be governed by English law.

Under the terms of the Lease Agreement, the Lessor will lease to the Lessee, and the Lessee has agreed to lease from the Lessor the Lease Assets during the term of the lease thereunder (the "**Lease**"). The term of the Lease will commence on the Closing Date and end (subject to certain provisions in respect of an additional rental period as more particularly described in the Lease Agreement) on the Dissolution Date.

The Lessor and the Lessee have also agreed that upon the occurrence of any of the following:

- (a) the execution of a transfer agreement in respect of Additional Assets as specified in an Additional Assets Notice served pursuant to clause 3.1 of the Additional Assets Undertaking;
- (b) the execution of a transfer agreement in respect of New Assets and Substituted Assets as specified in a Substitution Notice served pursuant to clause 3.1(a) (*Exercise*) of the Sale Undertaking;
- (c) the execution of a transfer agreement in respect of Cancellation Assets as specified in a Cancellation Notice served pursuant to clause 3.1(b) (*Exercise*) of the Sale Undertaking;
- (d) the sale, grant and transfer of a Restitution Assets Usufruct Interest pursuant to clause 5.2 of the Purchase Agreement; and
- (e) the purchase of any Replacement Asset Usufruct Interest upon the occurrence of a Partial Loss Event pursuant to clause 7 (*Partial Loss Event*) of the Service Agency Agreement,

Schedule 1 (*Asset Portfolio*) of the Lease Agreement shall be deemed to be amended:

- (i) in case of paragraph (a) above, on the date of the relevant transfer agreement, to include the relevant Additional Assets and the corresponding Value of the Additional Assets Usufruct Interest;
- (ii) in case of paragraph (b) above, on the date of the relevant transfer agreement, to include the relevant New Assets and the corresponding Value of the New Assets Usufruct Interest, and to exclude the relevant Substituted Assets;
- (iii) in case of paragraph (c) above, on the date of the relevant transfer agreement, to exclude the relevant Cancellation Assets;
- (iv) in case of paragraph (d) above, on the date of the relevant purchase agreement entered into pursuant to clause 5.2 (*Restitution and Indemnity*) of the Purchase Agreement, to include the relevant Restitution Assets and the corresponding Value of the Restitution Assets Usufruct Interest; and
- (v) in case of paragraph (e) above, on the date of the relevant purchase agreement entered into pursuant to clause 7 (*Partial Loss Event*) of the Service Agency Agreement, to include the relevant Replacement Assets and the corresponding Value of the Replacement Assets Usufruct Interest,

and upon such amendment the terms and conditions of the Lease Agreement shall remain in full force and effect without any requirement for any further acts or things to be undertaken by the parties.

During the term of the Lease, the Lessee will agree to pay the Lessor Rental for each Rental Period. The Rental due under the Lease Agreement in respect of the Lease Assets is intended to be sufficient (less any Rental Reduction Amount (as defined below)), such amount being payable to the Trustee pursuant to the terms of the Service Agency Agreement from the insurance proceeds in respect of such Lost Asset) to pay the relevant Periodic Distribution Amounts payable on the Periodic Distribution Dates in respect of the Certificates.

Upon the earlier to occur of: (i) the Scheduled Dissolution Date; and (ii) the Dissolution Event Redemption Date, the Lessee shall pay to the Trustee the Scheduled Dissolution Rental Amount (in the case of the Scheduled Dissolution Date) or the Lease Termination Amount (in the case of the Dissolution Event Redemption Date) (as applicable). The Scheduled Dissolution Rental Amount or Lease Termination Amount (as applicable) is intended to fund the accrued but unpaid Periodic Distribution Amounts payable on the relevant Dissolution Date. The aggregate of: (i) the Exercise Price payable under the Purchase Undertaking; and (ii) the Scheduled Dissolution Rental Amount or Lease Termination Amount (as applicable) payable under the Lease Agreement, will be required to be used to fund the redemption of the Certificates.

All payments of Rental, the Scheduled Dissolution Rental Amount or the Lease Termination Amount (as applicable), and other payments by the Lessee to the Lessor under the Lease Agreement must be made without set-off or counterclaim of any kind and without any deduction or withholding for or on account of Tax unless required by law and, in the event that there is any such deduction or withholding for on account of Tax, the Lessee shall pay, to the extent permitted by law, to the Lessor or such other persons as the Lessor may direct such additional amounts in U.S. dollars as are necessary in order that the net payment, after the imposition of any Taxes in respect thereof, will not be less than the amount the Lessor would have received in the absence of such Taxes.

The Lessee shall, at its own cost and expense, be responsible for the performance of all ordinary maintenance and repair in respect of the Lease Assets. The Lessor shall be responsible for: (i) the performance of all major maintenance and structural repair; (ii) the payment of any proprietorship taxes; and (iii) insuring the Lease Assets, and the Lessee acknowledges that the Lessor will instruct the Service Agent, in accordance with the terms of the Service Agency Agreement, to perform, or to procure the performance of, the major maintenance and structural repair, the payment of any proprietorship taxes and the insurance (which can be on a self-insurance basis at the absolute discretion of the Service Agent) of the Lease Assets, in each case on behalf of the Lessor.

If a Total Loss Event occurs with respect to the Lease Assets, the Lease Agreement and the Lease shall automatically terminate and the Lessor will be entitled to all insurance proceeds payable pursuant to the Service Agency Agreement as a result of the Total Loss Event and (without double counting) the Total Loss Shortfall Amount (as defined below), as applicable.

Service Agency Agreement

The Service Agency Agreement will be entered into on the Closing Date by the Trustee (in its capacity as Lessor) and RSA (in its capacity as Service Agent) and will be governed by English law.

Under the terms of the Service Agency Agreement, the Service Agent will be responsible on behalf of the Lessor for:

- (a) ensuring that the Lease Assets are properly insured against a Total Loss Event in an insured amount at least equal to the face amount of the Certificates outstanding plus 30 days' Rental (the "**Full Reinstatement Value**") either: (a) in accordance with general industry practice by prudent owners of similar assets through brokers with reputable insurance companies in good financial standing ("**Commercial Insurances**"); or (b) by bearing the risk of loss that would otherwise be covered by operational insurance and / or for third party liability insurance on a self-insurance basis ("**Self-Insurance**");
- (b) the performance of all major maintenance and structural repairs; and
- (c) the payment of any proprietorship taxes charged, levied or claimed in respect of the Lease Assets.

If the Service Agent procures Commercial Insurances in accordance with the terms of the Service Agency Agreement, it will use its reasonable endeavours to obtain such insurances on a *takaful* basis if such *takaful* insurance is reasonable and commercially practicable.

Other than on the first Rental Payment Date (a "**Rental Payment Date**" being one Business Day prior to each Periodic Distribution Date), the Lessor shall reimburse the Service Agent any Service Charge Amount (as

defined in the Service Agency Agreement) that has been incurred in respect of a particular Rental Period on the second Rental Payment Date following the relevant Services Invoice Date (as defined in the Service Agency Agreement) or, in the case of the final Rental Period, on the Lease End Date (as defined in the Lease Agreement).

An amount equal to the Service Charge Amount to be paid by the Service Agent (as Lessee under the Lease Agreement) to the Lessor as part of any: (i) Rental; or (ii) the Scheduled Dissolution Rental Amount or the Lease Termination Amount (as applicable), may be set-off against the Service Charge Amount to be paid by the Lessor to the Service Agent under the Service Agency Agreement.

If a Total Loss Event occurs and, due to any negligence or breach of the terms of the Service Agency Agreement by the Service Agent (and no such breach shall constitute a Republic Event), an amount less than the Full Reinstatement Value is credited to the Transaction Account, then the Service Agent will irrevocably and unconditionally undertake to pay (in same day, freely transferable, cleared funds) the Total Loss Shortfall Amount directly to the Transaction Account by no later than 10.00 a.m. New York time on the 31st day after the Total Loss Event occurred.

If a Partial Loss Event occurs during a Rental Period, Rental shall cease to accrue and be payable under the Lease Agreement in respect of the Lost Assets for the remainder of the relevant Rental Period (such amount being the "**Rental Reduction Amount**" in respect of each such Rental Period). Following the occurrence of a Partial Loss Event during a Rental Period, and due to any negligence or breach of the terms of the Service Agency Agreement by the Service Agent (provided no such breach shall constitute a Republic Event), an amount less than the relevant Rental Reduction Amount is credited to the Transaction Account on the Business Day prior to the relevant Rental Payment Date (the difference between such Rental Reduction Amount and the amount credited to the Transaction Account on such date being the "**Partial Loss Shortfall Amount**"), then the Service Agent will irrevocably and unconditionally undertake to pay (in same day, freely transferable, cleared funds) the Partial Loss Shortfall Amount directly to the Transaction Account by no later than 10.00 a.m. New York time on the Business Day prior to the relevant Rental Payment Date.

If, following the occurrence of a Partial Loss Event and, due to any negligence or breach of the terms of the Service Agency Agreement by the Service Agent (provided no such breach shall constitute a Republic Event), the Insurance Proceeds claimed or made available (as the case may be) in accordance with Clause 6(e)(iii) of the Service Agency Agreement is less than the relevant Partial Loss Reinstatement Value (the difference between such Partial Loss Reinstatement Value and the amount so claimed or made available (as the case may be) being the "**Partial Loss Reinstatement Shortfall Amount**"), then the Service Agent irrevocably and unconditionally undertakes to indemnify the Lessor in an amount equal to the Partial Loss Reinstatement Shortfall Amount. The Service Agent shall, as soon as practicable after the occurrence of the Partial Loss Event, use its reasonable endeavours, acting in good faith, to purchase on the Trustee's behalf from RSA (as owner) a Replacement Asset Usufruct Interest, using the aggregate of the Insurance Proceeds claimed or made available (as the case may be) in accordance with Clause 6.1(e)(iii) of the Service Agency Agreement and the Partial Loss Reinstatement Shortfall Amount (if any), **provided that:**

- (a) the Value of such Replacement Asset Usufruct Interest is at least equal to the Value of the usufruct interest in the relevant Lost Asset(s); and
- (b) such Replacement Asset Usufruct Interest is available to RSA for the sale, grant and transfer, and is capable of being sold, granted and transferred to the Trustee on terms substantially equivalent to those contained in the Purchase Agreement.

The "**Partial Loss Reinstatement Value**" means the aggregate of the Value of the usufruct interest in each of the Lease Assets which at the relevant time is a Lost Asset.

The "**Insurance Proceeds**" mean the proceeds of a claim under the Commercial Insurances and payments made under the Self-Insurance provided by RSA pursuant to the terms of the Service Agency Agreement (if any).

Purchase Undertaking

The Purchase Undertaking will be executed as a deed on the Closing Date by RSA in favour of the Trustee (in its capacity as Trustee) and the Representative and will be governed by English law.

Pursuant to the Purchase Undertaking and subject to the provisions contained therein, the Trustee and/or the Representative, as the case may be, may, by exercising their rights under the Purchase Undertaking, oblige RSA

to purchase all of the Trustee's rights, benefits and entitlements in and to the its usufruct interest in the Asset Portfolio ("**Trustee's Usufruct Interest**") on the date of the Exercise Notice, at the Exercise Price which shall be an amount in U.S. dollars equal to the aggregate of:

- (a) the face amount of the Certificates then outstanding; and
- (b) in respect of each Additional Assets Transfer Date having occurred, the aggregate of:
 - (i) where the face amount of the relevant Additional Certificates on the relevant Additional Assets Transfer Date exceeded the Additional Assets Usufruct Interest Consideration paid in accordance with the Additional Assets Undertaking on such date, a negative amount equal to the Further Rental; and
 - (ii) where the face amount of the relevant Additional Certificates on the relevant Additional Assets Transfer Date was less than the Additional Assets Usufruct Interest Consideration paid in accordance with the Additional Assets Undertaking on such date, an amount equal to the Further Rental;

The Trustee (or the Representative acting on its behalf) may exercise its rights under the Purchase Undertaking by delivering an Exercise Notice to RSA:

- (a) upon the occurrence of a Dissolution Event; or
- (b) on the fifth day prior to the Scheduled Dissolution Date,

specifying therein the due date for payment of the Exercise Price which, in respect of a Dissolution Event, may be the date of the Exercise Notice, and in respect of a Scheduled Dissolution Date, shall be the Business Day prior to the Scheduled Dissolution Date.

The aggregate of: (i) the Exercise Price payable under the Purchase Undertaking; and (ii) the Scheduled Dissolution Rental Amount or Lease Termination Amount (as applicable) payable under the Lease Agreement, is intended to fund the redemption of the Certificates on the relevant Dissolution Date.

RSA will undertake in the Purchase Undertaking that if:

- (a) the sale, grant and transfer of the:
 - (i) Usufruct Interest from RSA (in its capacity as Owner) to the Trustee under the Purchase Agreement; or
 - (ii) New Assets Usufruct Interest from RSA (in its capacity as seller) to the Trustee pursuant to the exercise of the Sale Undertaking; or
 - (iii) Additional Assets Usufruct Interest from RSA to the Trustee pursuant to the exercise of the Additional Assets Undertaking; or
 - (iv) Restitution Assets Usufruct Interest from RSA to the Trustee pursuant to clause 5.2 (*Restitution and Indemnity*) of the Purchase Agreement; or
 - (v) Replacement Asset Usufruct Interest from RSA to the Trustee pursuant to the terms of clause 7 (*Partial Loss*) of the Service Agency Agreement,

is not valid or effective, or becomes invalid or ineffective, in whole or in part, in any jurisdiction for any reason (the "**Initial Defective Sale**"); or

- (b) the sale and transfer of the Trustee's Usufruct Interest pursuant to the exercise (or purported exercise, as the case may be) of the Purchase Undertaking by the Trustee or the Representative (as applicable), is not valid or effective, or becomes invalid or ineffective, in whole or in part, in any jurisdiction for any reason (other than as a result of a Total Loss Event, or Partial Loss in respect of the relevant Asset, occurring on or prior to the date of such sale and transfer), including without limitation by reason of any Initial Defective Sale (a "**Subsequent Defective Sale**"),

and as a result of either the Initial Defective Sale or a Subsequent Defective Sale, the Trustee or the Representative (as applicable) is unable to realise in full, or does not actually receive in full, the Exercise Price which is expressed to be due and payable under the Purchase Undertaking at the relevant time, RSA shall:

- (i) in respect of the Initial Defective Sale, promptly on demand, make payment to the Trustee or the Representative (as applicable) (each acting on behalf of the Certificateholders) of an amount equal to the Usufruct Interest Consideration and/or, as applicable, an amount equal to the Additional Assets Usufruct Interest Consideration by way of restitution; and

- (ii) in respect of any Subsequent Defective Sale, promptly on demand, indemnify the Trustee or the Representative (as applicable) (each acting on behalf of the Certificateholders) for the payment in full of the relevant Exercise Price expressed to be due and payable under the Purchase Undertaking on the due date for payment thereof,

without double counting any amounts actually received in respect of paragraph (A) and (B) above, such that the amount payable under Clause 6 (*Restitution*) of the Purchase Undertaking shall not exceed the Exercise Price.

RSA will expressly declare in the Purchase Undertaking that:

- (a) the relevant Exercise Price represents a fair price for the purchase of the Trustee's Usufruct Interest; and
- (b) it shall irrevocably and unconditionally fully accept all or any interest the Trustee may have in the Trustee's Usufruct Interest and, accordingly, shall not dispute or challenge all or any interest the Trustee may have in any way.

All payments by RSA under the Purchase Undertaking and the sale agreement entered into as a result of the exercise of the Purchase Undertaking must be made without set-off or counterclaim of any kind and without any deduction or withholding for or on account of Tax unless required by law and, in the event that there is any such deduction or withholding for on account of Tax, RSA shall pay, to the extent permitted by law, to the Trustee or such other persons as the Trustee may direct, such additional amounts in U.S. dollars as are necessary in order that the net payment, after the imposition of any Taxes in respect thereof, will not be less than the amount the Trustee would have received in the absence of such Taxes.

RSA also undertakes in the Purchase Undertaking that so long as any Certificates remain outstanding, it will not create any mortgage, pledge, lien or other arrangement creating security (other than security on goods or other assets provided to or acquired by it and securing a sum not greater than the purchase price, including interest and other related charges, of those goods or assets and related services) upon any of its present or future revenues or assets to secure any present or future External Indebtedness without equally and ratably securing its obligations under the Transaction Documents with respect to the Certificates with such External Indebtedness.

Sale Undertaking

The Sale Undertaking will be executed as a deed on the Closing Date by the Trustee (in its capacity as Trustee) in favour of RSA and will be governed by English law.

The Sale Undertaking grants RSA the right to substitute any Substituted Assets Usufruct Interest for a New Assets Usufruct Interest which has a Value that not less than the Value of the Substituted Assets Usufruct Interest being transferred to RSA.

Following any purchase for or on behalf of the Trustee or RSA of Cancellation Certificates in accordance with Condition 13.1 (*Purchase and Cancellation of Certificates—Purchases*), RSA will be entitled to exercise its rights under the Sale Undertaking to require the Trustee to transfer the Cancellation Assets Usufruct Interest (the Value of which shall not to exceed the aggregate face amount of the relevant Cancellation Certificates), in consideration for the cancellation of such Cancellation Certificates by the Principal Paying Agent pursuant to Condition 14.5 (*Capital Distributions of the Trust—Cancellations*).

Additional Assets Undertaking

The Trustee may at any time (including during a Return Accumulation Period) (without the consent of the Certificateholders) create and issue Additional Certificates having the same terms and conditions as the Certificates issued on the Closing Date (save for the date of payment and amount of the first payment of the periodic distribution amount and the issuance price).

In connection with an issuance of Additional Certificates in accordance with Condition 21 (*Further Issuance*), pursuant to the Additional Assets Undertaking the Trustee grants to RSA the right to require the Trustee to purchase and accept a grant of an Additional Assets Usufruct Interest from RSA in consideration for the payment by the Trustee to RSA of the proceeds of the related issuance of Additional Certificates.

The purchase of the Additional Assets Usufruct Interest will become effective upon the Trustee and RSA entering into a transfer agreement in accordance with the terms of the Additional Assets Undertaking. Pursuant to the terms of the Lease Agreement, the Lease Assets shall be deemed to be amended to include the Additional Assets.

Trust Deed (and Power of Attorney)

The Amended and Restated Trust Deed was entered into on the Closing Date between the Founder, the Trustee, RSA and the Representative. Under Part A of the Original Trust Deed the Trust was established pursuant to the laws of the Republic of South Africa. The Trustee has been authorised to act as trustee of the Trust by the Master of the High Court of the Republic of South Africa.

Pursuant to the terms of the Amended and Restated Trust Deed, the Trust (as issuer of the Certificates) shall act through the Trustee and accordingly the Trustee shall, as trustee of the Trust, issue Certificates on behalf of the Trust (in such capacity, the "**Trustee**"). The Certificates confer on the Certificateholders from time to time the right to receive certain payments arising from an undivided beneficial ownership interest in the Trust Assets.

The Trust Assets will comprise, *inter alia*:

- (a) the Trustee's rights, title, interest and benefit, present and future in, to and under the Trustee's Usufruct Interest;
- (b) the Trustee's rights, title, interest and benefit, present and future in, to and under the Transaction Documents (other than (i) in relation to any representation given to the Trustee by RSA pursuant to any of the Transaction Documents and any rights which have been waived by the Trustee in the Transaction Documents and (ii) the covenant given to the Trustee pursuant to Clause 9 (*Remuneration and Indemnification of the Trustee*) of the Amended and Restated Trust Deed);
- (c) all monies standing to the credit of the Transaction Account; and
- (d) all proceeds of the foregoing,

which are held by the Trustee upon trust absolutely for the Certificateholders *pro rata* according to the face amount of Certificates held by each holder in accordance with the terms of the Amended and Restated Trust Deed and the Conditions.

Pursuant to the Amended and Restated Trust Deed, the Trustee will, *inter alia*:

- (a) hold the Trust Assets on trust absolutely for the Certificateholders *pro rata* on an undivided beneficial ownership basis according to the face amount of Certificates held by each such Certificateholder in accordance with the provisions of the Amended and Restated Trust Deed; and
- (b) act as trustee in respect of the Trust Assets, distribute the income from the Trust Assets and perform its duties in accordance with the provisions of the Amended and Restated Trust Deed.

Pursuant to the Power of Attorney, the Trustee will, by way of continuing security for the performance of all covenants, obligations and duties of the Trustee to the Certificateholders under the Amended and Restated Trust Deed, irrevocably and unconditionally appoint the Representative to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents, and to exercise all of the present and future rights, powers (including the power to sub delegate), authorities (including, but not limited to, the authority to request directions from any Certificateholders and the power to make any determinations to be made under the Sukuk Documents) and discretions vested in the Trustee under the Sukuk Documents, that the Representative may consider to be necessary or desirable in order, upon the occurrence of a Dissolution Event or a Potential Dissolution Event, (subject to it being indemnified and/or secured and/or pre-funded to its satisfaction) to exercise all of the rights of the Trustee under the Purchase Undertaking and any of the other Sukuk Documents (provided that no obligations, duties, Liabilities or covenants of the Trustee pursuant to the Purchase Undertaking or any other Sukuk Document shall be imposed on the Representative by virtue of the delegation) and make such distributions from the Trust Assets, in the name and on behalf of the Trustee, as the Trustee is bound to make in accordance with the Amended and Restated Trust Deed (together, the "**Delegation**" of the "**Relevant Powers**"), *provided that* in no circumstances will such Delegation result in the Representative holding the Trust Assets on trust and provided further that the Delegation and the Relevant Powers shall not include any duty, power, trust, authority or discretion to hold any of the Trust Assets, to dissolve the Trust following the occurrence of a Dissolution Event or Potential Dissolution Event or to determine the remuneration of the Representative.

Upon the occurrence of a Dissolution Event and the delivery of a Dissolution Notice pursuant to Condition 15 (*Dissolution Events*) by the Representative to the Trustee, RSA, and the holders of the Certificates in accordance with Condition 18 (*Notices*), to the extent that the amounts payable in respect of the Certificates have not been paid in full pursuant to Condition 15 (*Dissolution Events*) and subject to Condition 16.2 (*Enforcement—Representative not obliged to take action*) the Representative (acting on behalf of

Certificateholders) shall (subject in each case to being indemnified and/or secured and/or pre-funded to its satisfaction) have the power and be entitled to take one or more of the following steps:

- (a) pursuant to the powers and authorities delegated to the Representative under the Power of Attorney:
 - (i) enforce against RSA: (x) the provisions of the Purchase Undertaking and the Lease Agreement; (y) (upon a failure by RSA to pay the relevant Dissolution Amount on any Total Loss Dissolution Date) the provisions of the Service Agency Agreement; and (iii) any of the other Sukuk Documents to which the Trustee is a party; and/or
 - (ii) start or join in legal proceedings against RSA to recover from RSA any amounts owed to Certificateholders or the Trustee; and/or
- (b) start or join in legal proceedings against the Trustee to recover from the Trustee any amounts owed to Certificateholders; and/or
- (c) start or join in any other legal proceedings or take such other steps as the Representative may consider necessary in its absolute discretion to protect the interests of the Certificateholders

The proceeds of the Trust Assets are the sole source of payments on the Certificates. Save as provided in the next sentence, the Certificates do not represent an interest in or obligation of any of the Trustee, RSA, the Representative, the Agents or any of their respective affiliates. Accordingly, Certificateholders, by subscribing for or acquiring the Certificates, acknowledge that:

- (a) they will not have recourse to any assets of the Trustee, the Representative, the Agents, or any of their respective affiliates in respect of any shortfall in the expected amounts from the Trust Assets to the extent the Trust Assets have been exhausted, following which all obligations of the Trustee shall be extinguished; and
- (b) any recourse to RSA or to any of its assets shall be limited to the Trust Assets, which include obligations of RSA under the Transaction Documents.

Agency Agreement

The Agency Agreement will be entered into on the Closing Date between the Trustee, RSA, the Representative, the Principal Paying Agent, the Registrar and the Transfer Agents.

Agency

Pursuant to the Agency Agreement, the Registrar has agreed to be appointed as agent of the Trustee and has agreed, amongst other things, to complete, authenticate and deliver the Global Certificates; the Principal Paying Agent has agreed to be appointed as agent of the Trustee and has agreed, amongst other things, to pay all sums due under such Global Certificates; and the Transfer Agents have agreed to be appointed as agent of the Trustee and has agreed, amongst other things, to effect requests to transfer all or part of the Definitive Certificates and issue Definitive Certificates in accordance with each request.

Issue of Global Certificate

On the Closing Date, the Registrar will: (i) authenticate the Global Certificates in accordance with the terms of the Amended and Restated Trust Deed; and (ii) deliver, on the Closing Date, the Global Certificates.

Payments

The Trustee will pay (or cause to be paid) in freely transferable, cleared funds to the Transaction Account opened by the Trustee with the Principal Paying Agent, any payment which becomes due in respect of a Certificate in accordance with the Conditions.

The Principal Paying Agent will notify the Trustee and the Representative if the Trustee has not made any payment or if it pays the full amount of any sum payable after the date specified for such payment. If the Principal Paying Agent decides in its discretion that the amounts are not sufficient to make a payment then neither the Principal Paying Agent nor any other Paying Agent is obliged to pay any sums to Certificateholders until the Principal Paying Agent has received the full amount.

The Principal Paying Agent is entitled to treat the registered holder of any Certificate as the absolute owner for all purposes.

Changes in Agents

Each of the Trustee and RSA may at any time vary or terminate the appointment of any Agent and to appoint additional or other Agents **provided that:** (a) it will at all times maintain a Principal Paying Agent and a Registrar (which may be the same entity); (b) so long as any Certificates are admitted to listing, trading and/or quotation on any listing authority, stock exchange and/or quotation system, there will at all times be a Paying Agent and a Transfer Agent having its specified office in such place (if any) as may be required by the rules of such listing authority, stock exchange and/or quotation system; and (c) there will at all times be a Paying Agent (which may be the Principal Paying Agent) located in an EU Member State that is not obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such Directive.

USE OF PROCEEDS

The proceeds of the issue of the Certificates will be paid by the Trustee (as grantee) or to its order on the Closing Date to RSA (as grantor) as the Usufruct Interest Consideration for the grant, sale and transfer of the Usufruct Interest pursuant to the Purchase Agreement.

RSA intends to use the proceeds received by it to repay maturing debt and for the general purposes of the National Government, pursuant to section 71 of the South African Public Finance Management Act 1999. See "*The External Sector of the Economy*" and "*National Government Debt—Summary of External National Government Debt*" in the Annual Report incorporated by reference in this Prospectus.

TAXATION

The following is a general description of certain tax considerations relating to the Certificates. It does not purport to be a complete analysis of all tax considerations relating to the Certificates. Prospective purchasers of the Certificates should consult their tax advisers as to the consequences under the tax laws of the country of which they are resident for tax purposes of acquiring, holding and disposing of Certificates and receiving payments under those Certificates. This summary is based upon the law as in effect on the date of this Prospectus and is subject to any change in law that may take effect after such date.

South African Taxation

Income Tax

Under current taxation law effective in South Africa, a "resident" (as defined in section 1 of the South African Income Tax Act, 1962 (the "**Income Tax Act**") is subject to income tax on his/her worldwide income. Accordingly, all Certificateholders who are residents of South Africa will generally be liable to pay income tax, subject to available deductions, allowances and exemptions, on any income (including income in the form of interest or which is deemed to be interest) earned in respect of the Certificates.

Non-residents of South Africa are subject to income tax on all income derived from a South African source (subject to applicable double taxation treaties). Interest income is derived from a South African source if it is attributable to an amount incurred by a South African tax resident (unless it is attributable to a foreign permanent establishment), or it is derived from the utilisation or application in South Africa by any person of any funds or credit obtained in terms of any form of "interest bearing arrangement".

The Periodic Distribution Amounts payable pursuant to the terms of the Certificates are deemed to be "interest" (as defined in section 24J(1) of the Income Tax Act) pursuant to section 24JA(7)(c) of the Income Tax Act. Therefore, by virtue of the application of section 25B(1) of the Income Tax Act, such interest is deemed to accrue to Certificateholders. Under section 24J of the Income Tax Act, broadly speaking, interest income which accrues (or is deemed to accrue) is deemed to accrue on a day-to-day basis until disposal of the relevant Certificate or until redemption of the relevant Certificate. This day-to-day basis accrual is determined by calculating the "yield to maturity" (as defined in section 24J(1)) and applying this rate to the capital involved for the relevant tax period.

Accordingly, the Periodic Distribution Amounts earned by a Certificateholder will be subject to South African income tax as interest unless such interest income is exempt from South African income tax under section 10(1)(h) of the Income Tax Act.

Under section 10(1)(h) of the Income Tax Act, any amount of interest, which is received or accrued (during any year of assessment) by or to any person that is not a resident of South Africa is exempt from income tax, unless that person:

- (a) is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve-month period preceding the date on which the interest is received or accrued by or to that person; or
- (b) at any time during the twelve-month period preceding the date on which the interest is received or accrued by or to that person carried on business through a permanent establishment in South Africa.

With effect from 1 January 2015, section 10(1)(h)(i) will provide that the exemption will not apply if the debt is "effectively connected to" a permanent establishment of that person in South Africa.

If a Certificateholder does not qualify for the exemption under section 10(1)(h) of the Income Tax Act, an exemption from or reduction of any South African tax liability may be available under an applicable double taxation agreement. Certain entities may also be exempt from income tax. Prospective Certificateholders are advised to consult their own professional advisers as to whether the income earned on the Certificates will be exempt from income tax under section 10(1)(h) of the Income Tax Act or under an applicable double taxation agreement.

Capital Gains Tax

If the Certificates are purchased by a South African resident for re-sale in the short term as part of a "scheme of profit-making", the proceeds from the disposal will be subject to income tax under the Income Tax Act.

Other than in respect of a "scheme of profit-making", if the Certificates are held by a South African resident as long-term investments, the proceeds on the disposal of Certificates will be subject to capital gains tax under the Eighth Schedule to the Income Tax Act. A capital gain or loss shall arise if the Certificates are transferred or redeemed prior to the Scheduled Dissolution Date. The gain or loss will be deemed to have been incurred or to have accrued in the year of assessment in which the transfer or redemption occurred. The calculation of the gain or loss will take into account interest which has already been incurred or accrued during the period in which the transfer or redemption occurs.

The disposal of a Certificate by a non-resident of South Africa will not be subject to capital gains tax or income tax in South Africa, provided that the Certificate is not attributable to a permanent establishment of that person in South Africa.

Prospective Certificateholders are advised to consult their own professional advisers as to whether a disposal of the Certificates will result in a liability to capital gains tax.

Withholding Tax

Under current taxation law in South Africa, all payments made under the Certificates to resident and non-resident Certificateholders will be made free of withholding or deduction for or on account of any taxes, duties, assessments or governmental charges in South Africa.

Under the South African Taxation Laws Amendment Act, 2013 (the "**TLAA**") (due to take effect on 1 January 2015), withholding tax at a rate of 15 (fifteen) per cent. will apply in respect of interest that is paid or that becomes due and payable on or after 1 January 2015 to or for the benefit of a "foreign person" (as defined in section 50A of the Income Tax Act), to the extent that the amount is regarded as having been received or accrued from a South African source for purposes of the Income Tax Act.

The Periodic Distribution Amounts payable to Certificateholders will be exempt from interest withholding tax under the Income Tax Act. The Income Tax Act exempts the Periodic Distribution Amounts from interest withholding tax as they are amounts paid in respect of listed debt on a recognised exchange.

The Purchase Undertaking, the Lease Agreement and the Service Agency Agreement provide that payments thereunder by RSA shall be made without set-off or counterclaim of any kind and without any deduction or withholding for or on account of Tax unless required by law and, in the event that there is any such deduction or withholding for or on account of Tax, RSA shall pay, to the extent permitted by law, to the Trustee or such other persons as the Trustee may direct, such additional amounts in U.S. dollars as are necessary in order that the net payment, after the imposition of any Taxes in respect thereof, will not be less than the amount the Trustee would have received in the absence of such Taxes.

Prospective Certificateholders are advised to consult their own professional advisers as to whether a disposal of the Certificates will result in a liability to withholding tax.

Securities Transfer Tax

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

United States Federal Income Tax Considerations

The following is a summary of certain U.S. federal income tax considerations that may be relevant to a holder of a Certificate that is a citizen or resident of the U.S. or a domestic corporation or that otherwise is subject to U.S. federal income taxation on a net income basis in respect of a Certificate (a "**United States holder**"). This summary does not describe any tax consequences arising under the laws of any taxing jurisdiction other than the income tax laws of the U.S. federal government. This summary is based on laws, regulations, rulings and decisions in effect as of the date hereof, all of which are subject to change, which change could apply retroactively and could affect the tax consequences described below. This summary deals only with United States holders that acquire the Certificates at original issuance and that will hold Certificates as capital assets and does not address tax considerations applicable to investors that may be subject to special tax rules, such as banks, financial institutions, regulated

investment companies, tax exempt entities, insurance companies, dealers or traders in securities or currencies, U.S. branch operations of foreign corporations, holders that are subject to the mark to market rules, persons that will hold Certificates as a position in a hedging, "straddle" or conversion transaction, or as part of a "synthetic security" or other integrated financial transaction, persons that have a "functional currency" other than the U.S. dollar or persons who hold Certificates through a partnership or other pass through entity. Furthermore, this summary does not address alternative minimum tax or medicare contribution tax consequences or the indirect effects on the holders of equity interests in a holder of the Certificates.

No ruling is being requested from the U.S. Internal Revenue Service (the "**IRS**") and no legal opinion is being given regarding the tax consequences of investing in the Certificates and no assurance can be given that the IRS or the courts will agree with the discussions set forth herein. Investors should consult their own tax advisors in determining the tax consequences to them of holding Certificates, including the application to their particular situation of the U.S. federal income tax considerations discussed below, as well as the application of state, local, foreign or other tax laws.

Characterisation of the Certificates

The Trustee believes it is appropriate and intends to treat the Certificates as debt instruments for U.S. federal income tax purposes. However, there is no authority that directly addresses the characterisation of securities like the Certificates for U.S. federal income tax purposes. It is possible that the Certificates could be treated as equity interests in the Trustee, as beneficial ownership interests in an obligation of RSA or as other types of financial instruments. If the Certificates were treated as equity interests in the Trustee, United States holders likely would be treated as owning interests in a passive foreign investment company (or "**PFIC**"), which could have materially adverse tax consequences for such United States holders. Prospective investors should seek advice from their own tax advisors as to the consequences to them of alternative characterisations of the Certificates, the possibility that the Certificates might be classified as equity interests in a PFIC and the consequences of owning an equity interest in a PFIC. The discussion below assumes that the Certificates will be treated as debt for U.S. federal income tax purposes.

Periodic Distribution Amounts

A United States holder will be required to include Periodic Distribution Amounts in its income as ordinary income at the time that such distributions are accrued or are received (in accordance with the holder's method of tax accounting).

Purchase, Sale and Retirement of Certificates

A United States holder's tax basis in a Certificate generally will equal the cost of such Certificate to such holder. Upon the sale, exchange or retirement of a Certificate, a United States holder generally will recognise gain or loss equal to the difference between the amount realised on the sale, exchange or retirement (less any amounts in respect of accrued Periodic Distribution Amounts, which will be taxable as ordinary income to the extent not previously included in income) and the holder's tax basis in such Certificate. Gain or loss recognised by a United States holder generally will be U.S. source capital gain or loss. For United States holders who are individuals, trusts or estates that hold the Certificates for more than one year, capital gains may be taxed at lower rates than ordinary income. The deductibility of capital losses is subject to certain limitations.

Information Reporting and Backup Withholding

Information returns may be required to be filed with the IRS with respect to payments made to certain United States holders of Certificates. In addition, a United States holder may be subject to backup withholding tax in respect of such payments if such holder fails to provide its taxpayer identification number, to certify that such United States holder is not subject to backup withholding, or otherwise to comply with the applicable requirements of the backup withholding rules. Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules from a payment to a holder of Certificates generally may be claimed as a refund against such holder's U.S. federal income tax liability **provided that** the required information is furnished timely to the IRS. Holders of Certificates should consult their own tax advisers as to their qualification for exemption from backup withholding and the procedure for obtaining an exemption.

United States holders may be required to report to the IRS certain additional information with respect to their beneficial ownership of the Certificates. Investors who fail to report required information could be subject to substantial penalties.

THE ABOVE DESCRIPTION IS NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES RELATING TO THE ACQUISITION, OWNERSHIP AND DISPOSITION OF CERTIFICATES. PROSPECTIVE PURCHASERS OF CERTIFICATES SHOULD CONSULT THEIR TAX ADVISORS CONCERNING THE TAX CONSEQUENCES OF THEIR PARTICULAR SITUATIONS.

EU Savings Directive

Under EC Council Directive 2003/48/EC on the taxation of savings income (the "**EU Savings Directive**"), each Member State is required to provide to the tax authorities of other Member States details of payments of interest (or similar income, which may include Periodic Distribution Amounts) paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or a Residual Entity within the meaning of Article 4.2 of the EU Savings Directive (hereafter "**Residual Entity**") established in another Member State; however, for a transitional period, Austria and Luxembourg may instead apply a withholding system in relation to such payments, deducting tax at a rate of 35 per cent. The transitional period is to terminate at the end of the first full fiscal year following agreement by certain non-EU countries to the exchange of information relating to such payments. On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information as from that date. This draft Bill is in line with the announcement of the Luxembourg government dated 10 April 2013.

A number of non-EU countries, and certain dependent or associated territories of certain Member States, have adopted similar measures (either provision of information or transitional withholding) in relation to payments made by a person within its jurisdiction to, or collected by such a person for, an individual resident or a Residual Entity established in a Member State. In addition, the Member States have entered into provision of information or transitional withholding arrangements with certain of those dependent or associated territories in relation to payments made by a person in a Member State to, or collected by such a person for, an individual resident or a Residual Entity established in one of those territories.

The Council of the European Union formally adopted a Council Directive amending the EU Savings Directive on 24 March 2014 (the "**Amending Directive**"). The Amending Directive broadens the scope of the requirements described above. Member States are required to apply the new requirements from 1 January 2017. The changes made under the Amending Directive will also expand the circumstances in which payments that indirectly benefit an individual resident in a Member State must be reported. This approach will apply to payments made to, or secured for, persons, entities or legal arrangements (including trusts) where certain conditions are satisfied, and may in some cases apply where the person, entity or arrangement is established or effectively managed outside of the European Union. They also broaden the definition of "interest payment" to include additional types of income payable on securities. Investors who are in any doubt as to their position should consult their professional adviser.

The Proposed Financial Transactions Tax ("FTT")

On 14 February 2013, the European Commission published a proposal (the "**Commission's Proposal**") for a Directive for a common FTT in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the "**participating Member States**").

The Commission's Proposal has a very broad scope and could, if introduced, apply to certain dealings in the Certificates (including secondary market transactions) under certain circumstances.

Under the Commission's Proposal, FTT could apply under certain circumstances to persons both within and outside of the participating Member States. Generally, it would apply to certain dealings in Certificates where at least one party is a financial institution, and at least one party is established in a participating Member State. A financial institution may be, or be deemed to be, "established" in a participating Member State in a broad range of circumstances, including: (a) by transacting with a person established in a participating Member State; or (b) where the financial instrument which is subject to the dealings is issued in a participating Member State.

A joint statement issued in May 2014 by ten of the eleven participating Member States indicated an intention to implement the FTT progressively, such that it would initially apply to shares and certain derivatives, with initial implementation occurring by 1 January 2016. The FTT, as initially implemented on this basis, may not apply to dealings in the Certificates.

The FTT proposal remains subject to negotiation between the participating Member States. Additional EU Member States may decide to participate. It may therefore be altered prior to any implementation. Prospective Certificateholders are advised to seek their own professional advice in relation to the FTT.

Grand Duchy of Luxembourg Taxation

The following information contains a description of certain material Luxembourg income tax considerations that may be relevant to the purchase, ownership and disposal of the Certificates by a Certificateholder. It does not purport to be a complete analysis of all tax considerations relating to the Certificates, whether in Luxembourg or elsewhere. The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective Certificateholders should consult their own tax advisers as to which countries' tax laws could be relevant to acquiring, holding and disposing of the Certificates and the consequences of such actions under the tax laws of Luxembourg. This information is based upon tax laws of Luxembourg as in effect on the date of this Prospectus, which are subject to change, possibly with retroactive effect, and to differing interpretations. The information contained within this section is limited to Luxembourg taxation issues, and prospective investors should not apply any information set out below to other areas, including (but not limited to) the legality of transactions involving the Certificates.

Please be aware that the residence concept used in the headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature refers only to Luxembourg tax law and/or concepts. Also, please note that a reference to Luxembourg income tax generally encompasses corporate income tax (*impôt sur le revenu des collectivités*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*), as well as personal income tax (*impôt sur le revenu*). Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers who are considered as residents of Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may also apply.

Withholding tax—Luxembourg non-residents

Under Luxembourg tax law currently in effect and subject to the application of the amended Luxembourg laws dated 21 June 2005 (the "**Savings Laws**") implementing the Savings Directive and several agreements concluded between Luxembourg and certain dependent and associated territories of the European Union (the "**Territories**"), there is no withholding tax on payments of principal, premium or interest made to non-resident Certificateholders, nor on accrued but unpaid interest in respect of the Certificates, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Certificates held by non-resident Certificateholders.

However, under the Savings Laws, a Luxembourg-based paying agent (within the meaning of the Savings Directive) is required to withhold tax on interest and other similar income paid or ascribed by it to (or under certain circumstances, to the benefit of) an individual resident Certificateholder in another EU Member State or in one of the Territories, or to a residual entity (within the meaning of the Savings Laws) resident in, or established in, an EU Member State (other than Luxembourg) or one of the Territories will be subject to a withholding tax unless the relevant recipient has adequately instructed the relevant paying agent to provide details of the relevant payments of interest or similar income to the competent Luxembourg fiscal authority in order for such information to be communicated to the competent tax authorities of the beneficiary's country of residence or establishment, or, in the case of an individual beneficial owner, has provided a tax certificate issued by the fiscal authorities of his/her country of residence in the required format to the relevant paying agent. The withholding tax rate is currently 35 per cent. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. On 18 March 2014, the Luxembourg government has submitted to the Luxembourg Parliament the draft Bill N° 6668 on taxation of savings income putting an end to the current withholding tax regime as from 1 January 2015 and implementing the automatic exchange of information under the EU Savings Directive as from that date. This draft Bill is in line with the announcement of the Luxembourg government dated 10 April 2013.

Withholding tax—Luxembourg residents

The term "**interest**" used hereafter should have the same meaning as in the Savings Laws.

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the "**Relibi Law**"), there is no withholding tax on payments of principal, premium or interest made to

Luxembourg resident Certificateholders, nor on accrued but unpaid interest in respect of the Certificates, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Certificates held by Luxembourg resident Certificateholders.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg or to a residual entity (within the meaning of the Savings Laws) established in an EU Member State (other than Luxembourg) or one of the Territories and securing such payments for the benefit of such individual beneficial owner will be subject to a withholding tax of 10 per cent.

Pursuant to the Relibi Law, Luxembourg resident individuals can opt to self-declare and pay a 10 per cent. levy on savings income paid by paying agents (as such term is defined in the Savings Directive) located in an EU Member State other than Luxembourg, a Member State of the European Economic Area other than an EU Member State, or in a State or territory which has concluded an international agreement with Luxembourg directly related to the Savings Directive. In such case, the 10 per cent. levy is calculated on the same amounts as for the payments made by Luxembourg paying agents. The option for the 10 per cent. levy must cover all interest payments made by paying agents to the beneficial owner during the entire civil year.

The 10 per cent. withholding tax as described above or the 10 per cent. levy are final when Luxembourg resident individuals are acting in the context of the management of their private wealth.

Responsibility for the withholding of tax in application of the above mentioned Savings Laws and Relibi, as amended, is assumed by the Luxembourg paying agent within the meaning of these laws and not by the Trustee (unless the Trustee acts as a paying agent).

Income tax on principal, interest, gains on sales or redemption

Non-resident Certificateholders

Following Circular L.G.-A n°55 of the Luxembourg Tax administration, dated 12 January 2010 (hereafter "**the Circular**"), income from *sukuk* is assimilated to income from movable capital or to a business profit.

Subject to the Laws, Certificateholders who are non-residents of Luxembourg and who do not have a permanent establishment, a permanent representative or a fixed place of business in Luxembourg with which/whom the holding of the Certificates is connected, will not be subject to taxes (income taxes and net wealth tax) in Luxembourg with respect to payments of principal or interest (including accrued but unpaid interest), payments received upon redemption, repurchase or exchange of the Certificates or capital gains realised upon disposal or repayment, in any form whatsoever, of the Certificates.

Corporate Certificateholders who are non-residents of Luxembourg but who are acting in the course of management of a professional or business undertaking, who have a permanent establishment, a permanent representative or a fixed place of business in Luxembourg to which/whom the Certificates are attributable are subject to Luxembourg income tax on interest accrued or received, redemption premiums or issue discounts, under the Certificates and on any gains realised upon the sale or disposal, in any form whatsoever, of the Certificates.

Luxembourg resident corporate Certificateholders

In accordance with the Circular, income from *sukuk* is assimilated to income from movable capital or to a business profit.

Luxembourg resident corporate Certificateholders must include any interest received or accrued, as well as any gain realised on the disposal of the Certificates, in their taxable income for Luxembourg income tax assessment purposes. Certificateholders who have a permanent establishment, a permanent representative or a fixed place of business in Luxembourg with which the holding of the Certificates is connected, must for income tax purposes include any interest received or accrued as well as the difference between the sale or redemption price and the book value of the Certificates sold or redeemed in their taxable income for Luxembourg tax assessment purposes. They will not be liable for any Luxembourg income tax on repayment of principal.

Luxembourg resident corporate Certificateholders which are companies benefiting from a special tax regime (such as family estate management companies subject to the amended law of 11 May 2007, undertakings for

collective investment subject to the amended law of 17 December 2010 or specialised investment funds subject to the amended law of 13 February 2007) are tax exempt entities in Luxembourg, and are thus not subject to any Luxembourg tax (i.e. corporate income tax, municipal business tax and net wealth tax) other than the annual subscription tax calculated on their (paid-up) share capital (and share premium) or net asset value.

Luxembourg resident individual Certificateholders

In accordance with the Circular, income from *sukuk* is assimilated to income from movable capital or to a business profit.

A resident individual Certificateholder acting in the course of the management of a professional or business undertaking must include any interest accrued or received, any redemption premium or issue discount, as well as any gain realised on the sale or disposal, in any form whatsoever, of the Certificates, in its taxable income for Luxembourg income tax assessment purposes. If applicable, the tax levied in accordance with the Relibi Law will be credited against his/her final tax liability.

A resident individual Certificateholder acting in the course of the management of his/her private wealth, is subject to Luxembourg income tax at progressive rates in respect of interest received, accrued but unpaid interest in case of disposal of the Certificates, redemption premiums or issue discounts under the Certificates except if (i) the 10 per cent. final withholding tax has been levied on such payments in accordance with the Relibi Law or (ii) the individual Certificateholder has opted for the application of a 10 per cent. levy in full discharge of income tax in accordance with the Relibi Law as amended which applies if a payment of interest has been made or ascribed by a paying agent established in a EU Member State (other than Luxembourg), or in a Member State of the European Economic Area (other than a EU Member State), or in a state that has entered into a treaty with Luxembourg relating to the Savings Directive.

Under Luxembourg domestic tax law, Luxembourg resident individual Certificateholders who act in the course of the management of their private wealth, are not subject to taxation on capital gains upon the sale or disposal in any form whatsoever of the Certificates, unless the disposal of the Certificates precedes the acquisition of the Certificates or the Certificates are disposed of within six months of the date of acquisition of these Certificates. Upon a redemption of the Certificates, individual Luxembourg resident Certificateholders who act in the course of the management of their private wealth must however include the portion of the redemption price corresponding to accrued but unpaid interest in their taxable income except if tax has been levied on such interest in accordance with the Relibi Law.

Net wealth tax

Luxembourg net wealth tax will be levied on a Luxembourg resident corporate Certificateholder, as well as a non-resident Certificateholder who has a permanent establishment, a permanent representative or a fixed place of business in Luxembourg to which the Certificates are attributed, unless, the Certificateholder is (i) an undertaking for collective investment subject to the amended law of 17 December 2010, (ii) a specialised investment fund governed by the amended law of 13 February 2007, (iii) a securitisation company governed by the amended law of 22 March 2004 on securitisation, (iv) an investment company in risk capital governed by the amended law of 15 June 2004 on the investment company in risk capital, or (v) a family wealth management company governed by the amended law of 11 May 2007 on family estate management companies.

Luxembourg net wealth tax has been abolished for individual Certificateholders as from the year 2006.

Value Added Tax

There is no Luxembourg value added tax payable in respect of payments in consideration for the issue of the Certificates or in respect of the payment of interest or principal under the Certificates or the transfer of a Certificate. Luxembourg value added tax may, however, be payable in respect of fees charged for certain services rendered to the Trustee, if for Luxembourg value added tax purposes such services are rendered, or are deemed to be rendered, in Luxembourg and an exemption from value added tax does not apply with respect to such services.

Other taxes

There is no Luxembourg registration tax, capital tax, stamp duty or any other similar tax or duty payable in Luxembourg in respect of or in connection with the execution, delivery and enforcement by legal proceedings

(including any foreign judgement in the courts of Luxembourg) of the Certificates except that in the case of court proceedings in a Luxembourg court or the presentation of the documents relative to the Certificates issue to an "*autorité constituée*," such a court or "*autorité constituée*" may require registration thereof, in which case the documents will be subject to a fixed or *ad valorem* registration duty depending on the nature of the documents. A fixed or *ad valorem* registration duty may also be due upon the registration of the Certificates in Luxembourg in the case of a registration of the Certificates on a voluntary basis.

Inheritance and gift tax

Where the Certificates are transferred for no consideration:

- (i) No Luxembourg inheritance tax is levied on the transfer of the Certificates upon death of a Certificateholder in cases where the deceased Certificateholder was not a resident of Luxembourg for inheritance tax purposes at the time of his death.
- (ii) The Certificates are included in the taxable estate for inheritance tax assessment purposes in cases where at the time of his death the deceased Certificateholder was a resident of Luxembourg for inheritance tax purposes.
- (iii) Luxembourg gift tax will be levied on the transfer of a Certificate by a way of a gift or donation by the Certificateholder if this gift or donation is registered in Luxembourg (e.g., if it is made pursuant to a notarial deed signed before a Luxembourg notary).

Residence

A Certificateholder will not become resident, or deemed to be resident, in Luxembourg by reason only of the holding of a Certificate or the execution, performance, delivery and/or enforcement of the Certificate.

ERISA CONSIDERATIONS

The U.S. Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), and Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), impose certain restrictions on (i) employee benefit plans (as defined in Section 3(3) of ERISA) that are subject to Part 4, Title I of ERISA, (ii) plans (as defined in Section 4975(e)(1) of the Code) that are subject to Section 4975 of the Code, including individual retirement accounts and Keogh plans, (iii) any entity whose underlying assets could be deemed to include plan assets by reason of a plan's investment in such entity (each of the foregoing, a "**Plan**") and (iv) persons who have certain specified relationships to a Plan or its assets ("**parties in interest**" under ERISA and "**disqualified persons**" under the Code; collectively, "**Parties in Interest**"). ERISA also imposes certain duties on persons who are fiduciaries of Plans subject to ERISA, and ERISA and Section 4975 of the Code prohibit certain transactions between a Plan and its Parties in Interest. Violations of these rules may result in the imposition of excise taxes and other penalties and liabilities under ERISA and the Code.

ERISA and Section 4975 of the Code prohibit a broad range of transactions involving "plan assets" and Parties in Interest, unless a statutory or administrative exemption is available. Parties in Interest that participate in a prohibited transaction may be subject to penalties imposed under ERISA and/or excise taxes imposed pursuant to Section 4975 of the Code, unless a statutory or administrative exemption is available. These prohibited transactions generally are set forth in Section 406 of ERISA and Section 4975 of the Code. Certain employee benefit plans, including governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA), and non-U.S. plans (as described in Section 4(b)(4) of ERISA) are not subject to the prohibited transaction rules of ERISA or the Code but may be subject to similar rules under other applicable laws or documents. Accordingly, assets of such plans may be invested in the Certificates without regard to the prohibited transaction considerations under ERISA and the Code described below, subject to the provisions of other applicable federal, state, local or non-U.S. laws or regulations ("**Similar Law**").

The term "**plan assets**" is defined in Section 3(42) of ERISA. The U.S. Department of Labor, the governmental agency primarily responsible for the administration of ERISA, has issued a final regulation (29 C.F.R. Section 2510.3-101), which, together with Section 3(42) of ERISA, set out the standards that will apply for determining what constitutes the assets of a Plan (collectively, the "**Plan Asset Regulation**"). Under the Plan Asset Regulation, if a Plan invests in an "**equity interest**" of an entity that is neither a "publicly offered security" nor a security issued by an investment company registered under the Investment Company Act, the Plan's assets include both the equity interest and an undivided economic interest in each of the entity's underlying assets, unless it is established that the entity is an "operating company" or that equity participation in the entity by "**benefit plan investors**" (which are essentially Plans) is not "**significant**". The Plan Assets Regulation generally defines equity participation in an entity by "benefit plan investors" as "significant" if 25 per cent. or more of the value of any class of equity interest in the entity is held by "benefit plan investors". For the purposes of determining whether participation by "**benefit plan investors**" is "**significant**," Certificates held by an investor (other than a "benefit plan investor") that has discretionary authority or control over the assets of the Trustee or provides investment advice for a fee with respect to such assets, and any affiliates of such an investor, are excluded from such calculation. If the assets of the Trustee were deemed to be plan assets of a Plan, the Trustee would be subject to certain fiduciary obligations under ERISA and certain transactions that the Trustee might enter into, or may have entered into, in the ordinary course of business might constitute or result in non-exempt prohibited transactions under ERISA or Section 4975 of the Code and might have to be rescinded.

Plans may not purchase or hold any interest in a Certificate. Accordingly, each initial purchaser of the Certificates (or any interest in a Certificate) and each subsequent transferee will be deemed to have acknowledged, represented and agreed, by its purchase or holding of a Certificate (or any interest in a Certificate), that (A) it is not and for so long as it holds Certificates will not be (i) a Plan or (ii) a governmental, church or non-U.S. plan unless, under this subsection (ii), its acquisition, holding and disposition of the Certificates would not result in a non-exempt violation of any Similar Law or subject the Trustee or any transactions thereby to any such Similar Law, and (B) it and any person causing it to acquire any of the Certificates agrees to indemnify and hold harmless the Trustee, RSA, the Representative, the Joint Lead Managers and their respective affiliates from any cost, damage or loss incurred by them as a result of it being or being deemed to be a Plan.

ERISA Transfer Restrictions

Each purchaser or transferee of the Certificates (or any interest in a Certificate) will be deemed to have acknowledged, represented and agreed that (a) it is not and is not acting on behalf of: (i) a Plan or (ii) a governmental, church or non-U.S. plan unless, under this subsection (ii), the acquisition, holding and disposition of the Certificate would not result in a non-exempt violation of any Similar Law or subject the Trustee or any transactions thereby to any such Similar Law and (b) it will not sell or otherwise transfer any Certificates or interest to any person unless the same foregoing representations and warranties apply to that person.

SUBSCRIPTION AND SALE

Pursuant to a subscription agreement dated 22 September 2014 (the "**Subscription Agreement**") between the Trustee, RSA, BNP Paribas, Kuwait Finance House Investment Co. K.S.C.C. and Standard Bank Plc (together, the "**Joint Lead Managers**"), the Trustee has agreed to issue and sell to the Joint Lead Managers and, subject to certain conditions, the Joint Lead Managers have agreed severally (and not jointly) to subscribe for the Certificates in the face amounts as set out in Schedule 1 (*Purchase Commitments*) to the Subscription Agreement. The Subscription Agreement provides that the obligations of the Joint Lead Managers to subscribe and pay for or procure subscriptions and payments for the Certificates are subject to the approval of certain legal matters by their counsel and certain other conditions. The Subscription Agreement may be terminated by the Joint Lead Managers in certain circumstances prior to the issuance and subscription of the Certificates.

The Joint Lead Managers will be paid certain commissions in respect of their services for managing the issuance and sale of the Certificates. The Joint Lead Managers will also be reimbursed in respect of certain of their expenses, and RSA has agreed to indemnify the Joint Lead Managers against certain liabilities incurred in connection with the issue of the Certificates. The Trustee and RSA have acknowledged that no fiduciary or agency relationship between the Trustee, RSA and any Joint Lead Manager has been created in respect of the issue of Certificates, irrespective of whether any Joint Lead Manager has advised or is advising the Trustee or RSA on other matters and no Joint Lead Manager has any obligation to the Trustee or RSA with respect to the offering contemplated by, except the obligations expressly set forth in, the Subscription Agreement.

The Certificates are a new issue of securities for which there currently is no market. The Joint Lead Managers have advised the Trustee that they intend to make a market in the Certificates as permitted by applicable law. They are not obligated, however, to make a market in the Certificates, and they may discontinue any such market making at any time at their sole discretion. Accordingly, no assurance can be given as to the development or liquidity of any market for the Certificates.

The Joint Lead Managers propose to offer the Certificates initially at the offering price on the cover page of this Prospectus. After the initial offering, the offering price may be changed. The Trustee, RSA and the Joint Lead Managers have not taken any action, nor will the Trustee, RSA or the Joint Lead Managers take any action, in any jurisdiction that would permit a public offering of the Certificates, or the possession, circulation or distribution of this Prospectus or any other material relating to the Trustee, RSA or the Certificates in any jurisdiction where action for that purpose is required. Accordingly, an investor may not offer or sell, directly or indirectly, any Certificate and may not distribute or publish either this Prospectus or any other offering material or advertisements in connection with the Certificates, in or from any country or jurisdiction except in compliance with any applicable rules and regulations of such country or jurisdiction.

Selling Restrictions

United States

The Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States, and the Certificates may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from, or not subject to, the registration requirements of the Securities Act.

Each Joint Lead Manager has represented and agreed that it has offered and sold the Certificates, and agrees that it will offer and sell the Certificates, only in accordance with Rule 903 of Regulation S or Rule 144A under the Securities Act. Accordingly, neither it, its affiliates nor any person acting on its or their behalf has engaged or will engage in any directed selling efforts with respect to the Certificates, and it and they have complied and will comply with the offering restrictions requirement of Regulation S. Terms used in this paragraph and not otherwise defined herein have the meanings given to them by Regulation S.

Each Joint Lead Manager has represented, warranted, undertaken and agreed that neither it nor any of its affiliates (as defined in Rule 501(b) of Regulation D), nor any person acting on its or their behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer and sale of the Certificates in the United States.

Each Joint Lead Manager may, through its respective U.S. registered broker dealer affiliates, arrange for the offer and resale of the Certificates in the United States only to QIBs that are QPs in accordance with Rule 144A.

Each Joint Lead Manager has represented, warranted, undertaken and agreed that it has offered and sold and will offer and sell the Certificates in the United States only to persons whom it reasonably believes are QIBs and QPs who can represent that: (A) they are QIBs who are QPs within the meaning of Rule 144A; (B) they are not broker dealers who own and invest on a discretionary basis less than U.S.\$25 million in securities of unaffiliated issuers; (C) they are not a participant-directed employee plan, such as a 401(k) plan; (D) they are acting for their own account, or the account of one or more QIBs each of which is a QP; (E) they are not formed for the purpose of investing in the Certificates or the Trustee; (F) each account for which they are purchasing will hold and transfer at least U.S.\$200,000 in face amount of Certificates at any time; (G) they understand that the Trustee may receive a list of participants holding positions in its securities from one or more book entry depositories; and (H) they will provide notice of the transfer restrictions set forth in the prospectus to any subsequent transferees.

In connection with the offer and resale of the Certificates in the United States each Manager has represented and agreed that it is a QIB who is also a QP.

In addition, until 40 days after the commencement of the offering, an offer or sale of Certificates within the United States by a dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with Rule 144A under the Securities Act.

The Certificates (and any interest in a Certificate) may not be sold to or held by or on behalf of any: (i) employee benefit plan (as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) that is subject to Title I of ERISA; (ii) plan (as defined in Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**")) that is subject to Section 4975 of the Code; (iii) any entity whose underlying assets could be deemed to include "plan assets" by reason of a plan's investment in such entity for purposes of ERISA; or (iv) any governmental plan (as defined in Section 3(32) of ERISA), church plan (as defined in Section 3(33) of ERISA), non-U.S. plan (as described in Section 4(b)(4) of ERISA), or entity whose underlying assets are deemed to include the assets of any such plan, that is subject to rules similar to ERISA and the Code under other applicable federal, state, local or non-U.S. laws or regulations ("**Similar Law**"), unless, under this subsection (iv), its acquisition, holding and disposition of the Certificates would not result in a non-exempt violation of any such Similar Law or subject the Trustee or any transactions thereby to any such Similar Law.

United Kingdom

Each Joint Lead Manager has represented, warranted and agreed that:

- (a) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) received by it in connection with the issue or sale of any Certificates in circumstances in which Section 21(1) of the FSMA does not apply to the Trustee or RSA; and
- (b) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Certificates in, from or otherwise involving the United Kingdom.

Dubai International Financial Centre

Each Joint Lead Manager has represented and agreed that it has not offered and will not offer the Certificates to any person in the Dubai International Financial Centre unless such offer is:

- (a) an "Exempt Offer" in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority (the "**DFSA**"); and
- (b) made only to persons who meet the Professional Client criteria set out in Rule 2.3.2 of the DFSA Conduct of Business Module of the DFSA Rulebook.

United Arab Emirates (excluding the Dubai International Finance Centre)

Each Joint Lead Manager has represented, warranted and agreed that the Certificates have not been and will not be offered, sold or publicly promoted or advertised by it in the United Arab Emirates other than in compliance with any laws applicable in the United Arab Emirates governing the issue, offering and sale of securities.

Hong Kong

Each Joint Lead Manager has represented and agreed that:

- (a) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Certificates other than (i) to persons whose ordinary business is to buy or sell shares or debentures (whether as principal or agent); or (ii) to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the "**SFO**") and any rules made under the SFO; or (iii) in other circumstances which do not result in the document being a "prospectus" as defined in the Companies Ordinance (Winding Up and Miscellaneous Provisions) (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and
- (b) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, in each case whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Certificates, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the Certificates which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" as defined in the SFO and any rules made under the SFO.

Kingdom of Bahrain

Each Joint Lead Manager represents and agrees that it has not offered or sold, and will not offer or sell, any Certificates except on a private placement basis to persons in the Kingdom of Bahrain who are "**accredited investors**".

For this purpose, an "accredited investor" means:

- (a) an individual holding financial assets (either singly or jointly with a spouse) of U.S.\$1,000,000 or more;
- (b) a company, partnership, trust or other commercial undertaking which has financial assets available for investment of not less than U.S.\$1,000,000; or
- (c) a government, supranational organisation, central bank or other national monetary authority or a state organisation whose main activity is to invest in financial instruments (such as a state pension fund).

Kingdom of Saudi Arabia

Any investor in the Kingdom of Saudi Arabia or who is a Saudi person (a "**Saudi Investor**") who acquires any Certificates pursuant to the offering should note that the offer of Certificates is a private placement under Article 10 or Article 11 of the "Offer of Securities Regulations" as issued by the Board of the Capital Market Authority resolution number 2-11-2004 dated 4 October 2004 and amended by the Board of the Capital Market Authority resolution number 1-28-2008 dated 18 August 2008 (the "**KSA Regulations**"). The Certificates may thus not be advertised, offered or sold to any person in the Kingdom of Saudi Arabia other than to "sophisticated investors" under Article 10 of the KSA Regulations or by way of a limited offer under Article 11 of the KSA Regulations. Each Joint Lead Manager has represented and agreed that any offer of Certificates to a Saudi Investor will comply with the KSA Regulations.

The offer of Certificates shall not therefore constitute a "public offer" pursuant to the KSA Regulations, but is subject to the restrictions on secondary market activity under Article 17 of the KSA Regulations. Any Saudi Investor who has acquired Certificates pursuant to a private placement may not offer or sell those Certificates to any person unless the offer or sale is made through an authorised person appropriately licensed by the Saudi Arabian Capital Market Authority and:

- (a) the Certificates are offered or sold to a "sophisticated investor" (as defined in Article 10 of the KSA Regulations);
- (b) the price to be paid for the Certificates in any one transaction is equal to or exceeds Saudi Riyal 1 million or an equivalent amount; or
- (c) the offer or sale is otherwise in compliance with Article 17 of the KSA Regulations.

Malaysia

Each Joint Lead Manager has represented, warranted and agreed that:

- (a) the Prospectus has not been registered as a prospectus with the Securities Commission of Malaysia under the Capital Market and Services Act 2007 of Malaysia (the "**CMSA**"); and

- (b) accordingly, the Certificates have not been and will not be offered or sold, and no invitation to subscribe for or purchase the Certificates has been or will be made, directly or indirectly, nor may any document or other material in connection therewith be distributed in Malaysia, other than to persons or in categories falling within Schedule 6 (or Section 229(1)(b)), Schedule 7 (or Section 230(1)(b)), and Schedule 8 (or Section 257(3)) of the CMSA, subject to any law, order, regulation or official directive of the Central Bank of Malaysia, the Securities Commission of Malaysia and/or any other regulatory authority from time to time.

Republic of South Africa

Each Joint Lead Manager has represented and agreed that it:

- (a) will not offer the Certificates for subscription or sale;
- (b) will not solicit any offers for subscription for or sale of the Certificates; and
- (c) will itself not sell or offer the Certificates,

in South Africa in contravention of the South African Banks Act, 1990, the South African Financial Advisory and Intermediary Services Act, 2002, South African Exchange Control Regulations, 1961 and/or any other applicable laws and regulations of South Africa in force from time to time.

Singapore

This Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore under the Securities and Futures Act, Chapter 289 of Singapore ("SFA").

Accordingly, each Joint Lead Manager has represented and agreed that it has not offered or sold and that it will not offer or sell any Certificates or cause such Certificates to be made the subject of an invitation for subscription or purchase, nor will it circulate or distribute this Prospectus or any other document or material in connection with the offer or sale or invitation for subscription or purchase of the Certificates, whether directly or indirectly, to any person in Singapore other than: (i) to an institutional investor pursuant to Section 274 of the SFA; or (ii) to a relevant person, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA; or (iii) pursuant to, and in accordance with the conditions of, any other applicable provisions of the SFA.

State of Kuwait

Each Joint Lead Manager represents and agrees that no Certificates have been licensed for offering in the State of Kuwait by the Kuwait Capital Markets Authority or any other relevant Kuwaiti government agency. The offering of Certificates in the State of Kuwait on the basis of a private placement or public offering is, therefore, restricted in accordance with Decree Law No. 31 of 1990, as amended, and Law No. 7 of 2010 and the bylaws thereto, as amended, governing the issue, offering and sale of securities. No private or public offering of the Certificates is being made in the State of Kuwait, and no agreement relating to the sale of the Certificates will be concluded in the State of Kuwait. No marketing or solicitation or inducement activities are being used to offer or market the Certificates in the State of Kuwait.

State of Qatar (excluding the Qatar Financial Centre)

Each of the Joint Lead Managers has represented and agreed that it has not offered or sold, and will not offer or sell or deliver, directly or indirectly, any Certificates in the State of Qatar ("**Qatar**"), except: (a) in compliance with all applicable laws and regulations of the State of Qatar; and (b) through persons or corporate entities authorised and licensed to provide investment advice and/or engage in brokerage activity and/or trade in respect of foreign financing instruments in the State of Qatar.

General

Each Joint Lead Manager has represented, warranted and agreed that it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in any jurisdiction in which it purchases, offers, sells or delivers Certificates or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer, sale or delivery by it of Certificates under

the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, offers, sales or deliveries and none of the Trustee, RSA, the Representative, the Agents or any other Manager shall have any responsibility or bear any expense therefor.

None of the Trustee, RSA, the Representative, the Agents or any of the Joint Lead Managers represents that Certificates may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale.

Other persons into whose hands this Prospectus comes are required by the Trustee, the Joint Lead Managers and RSA to comply with all applicable laws and regulations in each country or jurisdiction in or from which they purchase, offer, sell or deliver Certificates or possess, distribute or publish this Prospectus or any related offering material, in all cases at their own expense.

These Selling Restrictions may be modified by agreement of the Trustee, RSA and the Joint Lead Managers following a change in a relevant law, regulation or directive. Any such modification will be set out in a supplement to this Prospectus.

TRANSFER RESTRICTIONS

Because of the following transfer restrictions, investors are advised to consult their own legal counsel prior to making any reoffer, resale, pledge, transfer or disposal of Certificates.

The Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. Accordingly, the Certificates are being offered and sold: (i) in the United States only to persons reasonably believed to be QIBs that are also QPs in reliance on Rule 144A of the Securities Act; or (ii) to non-U.S. persons in an offshore transaction in reliance on Regulation S.

Any reoffer, resale, pledge, transfer or other disposal, or attempted reoffer, resale, pledge, transfer or other disposal, made other than in compliance with the restrictions noted below shall not be recognised by RSA or the Trustee.

Restricted Certificates

Each purchaser of a beneficial interest in the Restricted Certificates, by accepting delivery of this Prospectus and the Restricted Certificates, will be deemed to have acknowledged, represented and agreed that:

1. It is: (a) a QIB that is also a QP; (b) not a broker dealer that owns and invests on a discretionary basis less than U.S.\$25 million in securities of unaffiliated issuers; (c) not a participant-directed employee plan, such as a 401(k) plan; (d) acquiring such Restricted Certificates for its own account, or for the account of one or more QIBs, each of which is also a QP; (e) not formed for the purpose of investing in the Restricted Certificates or the Trustee; and (f) aware, and each beneficial owner of the Restricted Certificates has been advised, that the sale of the Restricted Certificates to it is being made in reliance on Rule 144A and the Trustee is relying on the exemption from the registration requirements of the Investment Company Act provided by section 3(c)(7);
2. It will: (a) along with each account for which it is purchasing, hold and transfer beneficial interests in the Restricted Certificates in a face amount that is not less than U.S.\$200,000; and (b) provide notice of the transfer restrictions to any subsequent transferees. In addition, it understands that the Trustee may receive a list of participants holding positions in the Restricted Certificates from one or more book entry depositories;
3. The Restricted Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, pledged or otherwise transferred except: (i) in accordance with Rule 144A to a person that it, and any person acting on its behalf, reasonably believes is a QIB that is also a QP purchasing for its own account or for the account of one or more QIBs, each of which is also a QP; or (ii) to a non-U.S. person within the meaning of Regulation S in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any state or other jurisdiction of the United States; and (b) it will, and each subsequent holder of the Restricted Certificates is required to, notify any purchaser of the Restricted Certificates from it of the resale restrictions on the Restricted Certificates;
4. It understands that the Restricted Certificates sold in this offering constitute "restricted securities" within the meaning of Rule 144 under the Securities Act, and for so long as they remain "restricted securities" such Restricted Certificates may not be transferred except as described in paragraph (3) above;
5. It understands that the Trustee has the power to compel any beneficial owner of Restricted Certificates that is not a QIB and also a QP to sell its interest in the Restricted Certificates, or may sell such interest on behalf of such owner. In the case of Restricted Definitive Certificates, the Trustee has the right to refuse to honour the transfer of an interest in the Restricted Certificates to a person who is not both a QIB and a QP.

Any purported transfer of the Restricted Certificates to a purchaser that does not comply with the requirements of the transfer restrictions herein will be of no force and effect and will be void *ab initio*;

6. The Restricted Certificates, unless the Trustee determines otherwise in accordance with applicable law, will bear a legend in or substantially in the following form:

"THE CERTIFICATE REPRESENTED HEREBY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF

THE UNITED STATES AND ACCORDINGLY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT ("**RULE 144A**") TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVES IS A QUALIFIED INSTITUTIONAL BUYER (A "**QIB**") WITHIN THE MEANING OF RULE 144A THAT IS A QUALIFIED PURCHASER (A "**QP**") WITHIN THE MEANING OF SECTION 2(A)(51) OF THE UNITED STATES INVESTMENT COMPANY ACT OF 1940 (THE "**INVESTMENT COMPANY ACT**") PURCHASING FOR ITS OWN ACCOUNT OR THE ACCOUNT OF ONE OR MORE QIBS EACH OF WHICH IS A QP WHOM THE HOLDER HAS INFORMED, IN EACH CASE, THAT THE OFFER, SALE, PLEDGE OR OTHER TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A UNDER THE SECURITIES ACT, AND IN AN AMOUNT FOR EACH ACCOUNT OF NOT LESS THAN U.S.\$200,000 OR (2) OUTSIDE THE UNITED STATES TO A PERSON WHO IS NOT A U.S. PERSON WITHIN THE MEANING OF RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT ("**REGULATION S**"), AND, IN EACH, CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND THE HOLDER WILL, AND EACH SUBSEQUENT HOLDER IS REQUIRED TO, NOTIFY ANY PURCHASER FROM IT OF THE CERTIFICATES REPRESENTED HEREBY IN RESPECT HEREOF OF THE RESALE RESTRICTIONS REFERRED TO ABOVE. ANY TRANSFER IN VIOLATION OF THE FOREGOING WILL BE OF NO FORCE OR EFFECT, WILL BE VOID *AB INITIO*, AND WILL NOT OPERATE TO TRANSFER ANY RIGHTS TO THE TRANSFEREE, NOTWITHSTANDING ANY INSTRUCTIONS TO THE CONTRARY TO THE TRUSTEE OF THIS CERTIFICATE, RSA OR ANY INTERMEDIARY. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF ANY EXEMPTION UNDER THE SECURITIES ACT FOR REALES OF THIS CERTIFICATE.

IF THE BENEFICIAL OWNER HEREOF IS A U.S. PERSON WITHIN THE MEANING OF REGULATION S, SUCH BENEFICIAL OWNER REPRESENTS THAT (1) IT IS A QIB THAT IS ALSO A QP; (2) IT IS NOT A BROKER DEALER WHICH OWNS AND INVESTS ON A DISCRETIONARY BASIS LESS THAN U.S.\$25,000,000 IN SECURITIES OF UNAFFILIATED ISSUERS; (3) IT IS NOT A PARTICIPANT-DIRECTED EMPLOYEE PLAN, SUCH AS A 401(K) PLAN; (4) IT IS HOLDING THE CERTIFICATES REPRESENTED HEREBY FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ONE OR MORE QIBS, EACH OF WHICH IS A QP; (5) IT WAS NOT FORMED FOR THE PURPOSE OF INVESTING IN THE TRUSTEE OR THE CERTIFICATES REPRESENTED HEREBY; (6) IT, AND EACH ACCOUNT FOR WHICH IT HOLDS CERTIFICATES, WILL HOLD AND TRANSFER AT LEAST U.S.\$200,000; (7) IT UNDERSTANDS THAT THE TRUSTEE MAY RECEIVE A LIST OF PARTICIPANTS HOLDING POSITIONS IN ITS SECURITIES FROM ONE OR MORE BOOK ENTRY DEPOSITARIES; AND (8) IT WILL PROVIDE NOTICE OF THE FOREGOING TRANSFER RESTRICTIONS TO ITS SUBSEQUENT TRANSFEREES.

THE BENEFICIAL OWNER HEREOF HEREBY ACKNOWLEDGES THAT IF AT ANY TIME WHILE IT HOLDS AN INTEREST IN THIS CERTIFICATE IT IS NOT A QIB AND A QP, THE TRUSTEE MAY (A) COMPEL IT TO SELL ITS INTEREST IN THIS CERTIFICATE TO A PERSON WHO IS (I) A QIB AND A QP THAT IS, IN EACH CASE, OTHERWISE QUALIFIED TO PURCHASE THE CERTIFICATES REPRESENTED HEREBY IN A TRANSACTION EXEMPT FROM REGISTRATION UNDER THE SECURITIES ACT OR (II) NOT A U.S. PERSON IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S OR (B) COMPEL THE BENEFICIAL OWNER TO SELL ITS INTEREST IN THE CERTIFICATES REPRESENTED HEREBY TO THE TRUSTEE OR AN AFFILIATE OF THE TRUSTEE OR TRANSFER ITS INTEREST IN THIS CERTIFICATE TO A PERSON DESIGNATED BY OR ACCEPTABLE TO THE TRUSTEE AT A PRICE EQUAL TO THE LESSER OF (X) THE PURCHASE PRICE THEREFOR PAID BY THE BENEFICIAL OWNER, (Y) 100 PER CENT. OF THE FACE AMOUNT THEREOF OR (Z) THE FAIR MARKET VALUE THEREOF. THE TRUSTEE HAS THE RIGHT TO REFUSE TO HONOUR A TRANSFER OF AN INTEREST IN THE CERTIFICATES REPRESENTED HEREBY TO A U.S. PERSON WHO IS NOT A QIB AND A QP. THE TRUSTEE HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE INVESTMENT COMPANY ACT.

BY ACCEPTING THIS CERTIFICATE (OR ANY INTEREST IN THE CERTIFICATES REPRESENTED HEREBY) EACH BENEFICIAL OWNER HEREOF, AND EACH FIDUCIARY ACTING ON BEHALF OF THE BENEFICIAL OWNER (BOTH IN ITS INDIVIDUAL AND CORPORATE CAPACITY), WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT, DURING THE PERIOD IT HOLDS ANY INTEREST IN THIS CERTIFICATE (A) IT IS NOT, AND IT IS NOT ACTING ON BEHALF OF AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE

RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**") SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A "PLAN" AS DEFINED IN AND TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED ("**CODE**") APPLIES, OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY (EACH, A "**BENEFIT PLAN INVESTOR**"), AND NO PART OF THE ASSETS TO BE USED BY IT TO PURCHASE OR HOLD SUCH CERTIFICATES OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR AND (B) IF IT IS, OR IS ACTING ON BEHALF OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, OR ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE THE ASSETS OF ANY SUCH PLAN SUCH ACQUISITION, HOLDING AND DISPOSITION DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY LAWS THAT ARE SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE TRUSTEE OR ANY TRANSACTIONS THEREBY TO ANY LAWS, RULES OR REGULATIONS APPLICABLE TO SUCH PLAN AS A RESULT OF THE INVESTMENT IN THE TRUSTEE BY SUCH PLAN. NO PURCHASE BY OR TRANSFER TO A BENEFIT PLAN INVESTOR OF THIS CERTIFICATE, OR ANY INTEREST HEREIN, WILL BE EFFECTIVE, AND NEITHER THE TRUSTEE NOR THE REPRESENTATIVE WILL RECOGNISE ANY SUCH ACQUISITION OR TRANSFER. IN THE EVENT THAT THE TRUSTEE DETERMINES THAT THIS CERTIFICATE IS HELD BY A BENEFIT PLAN INVESTOR, THE TRUSTEE MAY CAUSE A SALE OR TRANSFER IN THE MANNER DESCRIBED IN THE PROSPECTUS.

THE TRUSTEE MAY COMPEL EACH BENEFICIAL OWNER OF THE CERTIFICATES REPRESENTED HEREBY TO CERTIFY PERIODICALLY THAT SUCH BENEFICIAL OWNER IS A QIB AND A QP.";

7. It acknowledges that the Trustee, RSA, the Registrar, the Joint Lead Managers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements, and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Restricted Certificates is no longer accurate, it shall promptly notify the Trustee, RSA, the Registrar and the Joint Lead Managers. If it is acquiring any Certificates as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each account; and
8. It understands that Rule 144A Certificates will be represented by interests in one or more Restricted Global Certificates. Before any interest in a Rule 144A Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Regulation S Global Certificate, it will be required to provide a Transfer Agent or the Registrar with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws.

Prospective purchasers are hereby notified that sellers of the Certificates may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Regulation S Certificates

Each purchaser of a beneficial interest in the Regulation S Certificates and each subsequent purchaser of Regulation S Certificates, by accepting delivery of this Prospectus and the Regulation S Certificates, will be deemed to have represented, agreed and acknowledged that:

1. It is not a U.S. person and it is located outside the United States (within the meaning of Regulation S) and it is not an affiliate of the Trustee, RSA or a person acting on behalf of the Trustee, RSA or such an affiliate;
2. It is, or at the time the Regulation S Certificates are purchased it will be, the beneficial owner of such Regulation S Certificates;
3. The Regulation S Certificates have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and that it will not offer, sell, pledge or otherwise transfer Regulation S Certificates except (a) in accordance with Rule 144A in an amount not less than U.S.\$200,000 to a person that it and any person acting on its behalf reasonably believes is a QIB that is also a QP purchasing for its own account or for the account of a QIB that is also a QP each of which is purchasing not less than U.S.\$200,000 or (b) to a non-U.S. person within the meaning of Regulation S in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any state or other jurisdiction of the United States;

4. It understands that the Regulation S Certificates, unless otherwise determined by the Trustee in accordance with applicable law, will bear a legend substantially in the following form:

"THE CERTIFICATE REPRESENTED HEREBY HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND ACCORDINGLY MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED OR DISPOSED OF WITHIN THE UNITED STATES OR TO A U.S. PERSON EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT.

BY ACCEPTING THIS CERTIFICATE (OR ANY INTEREST IN THE CERTIFICATES REPRESENTED HEREBY) EACH BENEFICIAL OWNER HEREOF, AND EACH FIDUCIARY ACTING ON BEHALF OF THE BENEFICIAL OWNER (BOTH IN ITS INDIVIDUAL AND CORPORATE CAPACITY), WILL BE DEEMED TO REPRESENT, WARRANT AND AGREE THAT, DURING THE PERIOD IT HOLDS ANY INTEREST IN THIS CERTIFICATE (A) IT IS NOT, AND IT IS NOT ACTING ON BEHALF OF AN "EMPLOYEE BENEFIT PLAN" (AS DEFINED IN SECTION 3(3) OF THE U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("**ERISA**")) SUBJECT TO THE PROVISIONS OF PART 4 OF SUBTITLE B OF TITLE I OF ERISA, A "PLAN" AS DEFINED IN AND TO WHICH SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED ("**CODE**") APPLIES, OR ANY ENTITY WHOSE UNDERLYING ASSETS INCLUDE "PLAN ASSETS" BY REASON OF SUCH AN EMPLOYEE BENEFIT PLAN'S OR PLAN'S INVESTMENT IN SUCH ENTITY (EACH, A "**BENEFIT PLAN INVESTOR**"), AND NO PART OF THE ASSETS TO BE USED BY IT TO PURCHASE OR HOLD SUCH CERTIFICATES OR ANY INTEREST HEREIN CONSTITUTES THE ASSETS OF ANY BENEFIT PLAN INVESTOR AND (B) IF IT IS, OR IS ACTING ON BEHALF OF A GOVERNMENTAL, CHURCH OR NON-U.S. PLAN, OR ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED TO INCLUDE THE ASSETS OF ANY SUCH PLAN SUCH ACQUISITION, HOLDING AND DISPOSITION DOES NOT AND WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT VIOLATION OF ANY LAWS THAT ARE SUBSTANTIALLY SIMILAR TO SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE AND WILL NOT SUBJECT THE TRUSTEE OR ANY TRANSACTIONS THEREBY TO ANY LAWS, RULES OR REGULATIONS APPLICABLE TO SUCH PLAN AS A RESULT OF THE INVESTMENT IN THE TRUSTEE BY SUCH PLAN. NO PURCHASE BY OR TRANSFER TO A BENEFIT PLAN INVESTOR OF THIS CERTIFICATE, OR ANY INTEREST HEREIN, WILL BE EFFECTIVE, AND NEITHER THE TRUSTEE NOR THE REPRESENTATIVE WILL RECOGNISE ANY SUCH ACQUISITION OR TRANSFER. IN THE EVENT THAT THE TRUSTEE DETERMINES THAT THIS CERTIFICATE IS HELD BY A BENEFIT PLAN INVESTOR, THE TRUSTEE MAY CAUSE A SALE OR TRANSFER IN THE MANNER DESCRIBED IN THE PROSPECTUS.";

5. It acknowledges that the Trustee, RSA, the Registrar, the Joint Lead Managers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements, and agrees that, if any of the acknowledgements, representations or agreements deemed to have been made by it by its purchase of Regulation S Certificates is no longer accurate, it shall promptly notify the Trustee, RSA, the Registrar and the Joint Lead Managers; and
6. It understands that Regulation S Certificates will be evidenced by a Regulation S Global Certificate. Before any interest in a Regulation S Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in a Restricted Global Certificate, it will be required to provide a Transfer Agent or the Registrar with a written certification substantially in the form set out in the Agency Agreement to the effect that the transferor reasonably believes that the transfer is: (i) to a person that is a QIB and a QP purchasing the beneficial interest for its own account or the account of a QIB who is also a QP; and (ii) in each case in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state or other jurisdiction of the United States.

ERISA Transfer Restrictions

Each purchaser or transferee of the Certificates (or any interest in a Certificate) will be deemed to have acknowledged, represented and agreed that (a) it is not and is not acting on behalf of: (i) a Plan, or (ii) a governmental, church or non-U.S. plan or entity whose underlying assets are deemed to include the assets of any such plan, unless, under this subsection (ii), the acquisition, holding and disposition of the Certificate would not result in a violation of any Similar Law or subject the Trustee or any transaction thereby to any such Similar Law and (b) it will not sell or otherwise transfer any Certificates or interest to any person unless the same foregoing representations and warranties apply to that person.

CLEARANCE AND SETTLEMENT

The information set out below is subject to any change in or reinterpretation of the rules, regulations and procedures of DTC, Euroclear and/or Clearstream, Luxembourg currently in effect. The information in this section concerning such clearing systems has been obtained from sources that the Trustee believes to be reliable, but neither the Trustee nor RSA takes any responsibility for the accuracy of this section. The Trustee and RSA only take responsibility for the correct extraction and reproduction of the information in this section. Investors wishing to use the facilities of any of the clearing systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant clearing system. None of the Trustee, RSA, the Joint Lead Managers, the Agents or the Representative will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Certificates held through the facilities of any clearing system or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

Book-entry ownership

Delivery of the Certificates in book-entry form will be made on the Closing Date. The Certificates will be represented by interests in one or more global certificates in registered form (the "**Global Certificates**") deposited on or about the Closing Date with either: (i) a custodian for, and registered in the name of a nominee of, DTC; or (ii) a common depositary for Euroclear and/or Clearstream, Luxembourg, and registered in the name of a common nominee of Euroclear and/or Clearstream, Luxembourg. Interests in the Global Certificates will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear and/or Clearstream, Luxembourg and/or DTC. Definitive Certificates evidencing holdings of interests in the Certificates will be issued in exchange for interests in the Global Certificates only in certain limited circumstances described herein.

The Trustee, and a relevant U.S. agent appointed for such purpose that is an eligible DTC participant, will make application to DTC for acceptance in its book-entry settlement system of the Certificates represented by the Restricted Global Certificates. The Trustee will also make application to Euroclear and/or Clearstream, Luxembourg for acceptance in their respective book-entry systems in respect of the Certificates to be represented by the Regulation S Global Certificates. The Regulation S Global Certificates and Restricted Global Certificates will each have an ISIN and a Common Code, and Restricted Global Certificates will also have a CUSIP. The Restricted Global Certificates and the Regulation S Global Certificates will be subject to restrictions on transfer contained in a legend appearing on the front of such Global Certificate, as set out under "*Transfer Restrictions*".

Upon the Restricted Global Certificates being registered in the name of a nominee of, and deposited with a custodian for, DTC, DTC will electronically record the nominal amount of the Restricted Global Certificates held within the DTC system. Investors may hold their beneficial interests in the Restricted Global Certificates directly through DTC if they are participants in the DTC system, or indirectly through organisations (including Euroclear and Clearstream, Luxembourg) which are participants in such system (together, such direct and indirect participants of DTC shall be referred to as "**DTC participants**"). Ownership of beneficial interests in a Restricted Global Certificate accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of direct participants) and the records of direct participants (with respect to interests of indirect participants). All interests in the Restricted Global Certificates, including those held through Euroclear and/or Clearstream, Luxembourg may be subject to the procedures and requirements of DTC. Those interests held through Euroclear and/or Clearstream, Luxembourg may also be subject to the procedures and requirements of such system.

Upon the Regulation S Global Certificates being registered in the name of nominees of, and deposited with custodians for, Euroclear and Clearstream, Luxembourg, Euroclear and Clearstream, Luxembourg will electronically record the nominal amount of the Regulation S Certificates held within the Euroclear and Clearstream, Luxembourg systems. Investors may hold their beneficial interests in the Regulation S Global Certificates directly through Euroclear and Clearstream, Luxembourg if they are participants in the Euroclear and Clearstream, Luxembourg systems, or indirectly through organisations which are participants in such system (together, such direct and indirect participants of Euroclear and Clearstream, Luxembourg shall be referred to as "**Euroclear and Clearstream, Luxembourg participants**"). Ownership of beneficial interests in a Regulation S Global Certificate accepted by Euroclear and Clearstream, Luxembourg will be shown on, and the transfer of such ownership will be effected only through, records maintained by Euroclear and Clearstream, Luxembourg or their nominees (with respect to the interests of direct participants) and the records of direct participants (with respect to interests of indirect participants). All interests in the Regulation S Global Certificates may be subject to

the procedures and requirements of Euroclear and Clearstream, Luxembourg. Those interests held through any indirect participants may also be subject to the procedures and requirements of such systems.

Payments and relationship of participants with clearing systems

Payments of the Dissolution Amount and Periodic Distribution Amounts and any other amount in respect of the Global Certificates will, in the absence of provisions to the contrary, be made to the person shown on the Register as the registered holder of the Global Certificates. None of the Trustee, the Representative or any Agent shall have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in any Global Certificate or for maintaining, supervising or reviewing any records relating to such ownership interests.

In particular, the Trustee expects that, upon receipt of any payment in respect of Certificates represented by a Global Certificate, DTC, Euroclear and Clearstream, Luxembourg or their respective nominees will immediately credit the relevant participants' or accountholders' accounts in the relevant clearing system with payments in amounts proportionate to their respective beneficial interests in the face amount of the relevant Global Certificate as shown on the records of the relevant clearing system or its nominee. The Trustee also expects that payments by DTC, Euroclear and Clearstream, Luxembourg participants to owners of beneficial interests in a Global Certificate held through such DTC, Euroclear and Clearstream, Luxembourg participants will be governed by standing instructions and customary practices. Each of the persons shown in the records of DTC, Euroclear and Clearstream, Luxembourg as the holder of a Certificate represented by a Global Certificate must look solely to DTC, Euroclear and Clearstream, Luxembourg for his share of each payment made by the Trustee to the holder of such Global Certificate and in relation to all other rights arising under such Global Certificate, subject to and in accordance with the respective rules and procedures of DTC, Euroclear and Clearstream, Luxembourg. Save as aforesaid, such persons shall have no claim directly against the Trustee in respect of payments due on the Certificates for so long as the Certificates are represented by such Global Certificate and the obligations of the Trustee will be discharged by payment to the registered holder, as the case may be, of such Global Certificate in respect of each amount so paid.

Transfer of Certificates

Transfers of interests in the Global Certificates within Euroclear, Clearstream, Luxembourg and DTC will be in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery in definitive form of securities. Consequently, the ability to transfer interests in the Restricted Global Certificate to such persons may be limited. Because DTC can only act on behalf of direct participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in the Restricted Global Certificate to pledge such interest to persons or entities that do not participate in DTC, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

Beneficial interests in the Regulation S Global Certificates may only be held through Euroclear and/or Clearstream, Luxembourg. In the case of Certificates to be cleared through Euroclear, Clearstream, Luxembourg and/or DTC, transfers may be made at any time by a holder of an interest in the Regulation S Global Certificates to a transferee who wishes to take delivery of such interest through the Restricted Global Certificates **provided that** any such transfer will, subject to the applicable procedures of Euroclear, Clearstream, Luxembourg and/or DTC from time to time, only be made upon receipt by any transfer agent of a written certificate from Euroclear or Clearstream, Luxembourg, as the case may be, (based on a written certificate from the transferor of such interest) to the effect that such transfer is being made to a person that the transferor reasonably believes is a QIB within the meaning of Rule 144A that is also a QP purchasing the Certificates for its own account or any account of a QIB, each of which is also a QP, in each case in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities laws of any state of the United States. Any such transfer made thereafter of the Certificates represented by such Regulation S Global Certificates will only be made upon request through Euroclear or Clearstream, Luxembourg by the holder of an interest in the Regulation S Global Certificates to the Representative or other agent of details of that account at DTC to be credited with the relevant interest in the Restricted Global Certificates. Transfers at any time by a holder of any interest in the Restricted Global Certificates to a transferee who takes delivery of such interest through the Regulation S Global Certificates will, subject to the applicable procedures of Euroclear, Clearstream, Luxembourg and/or DTC from time to time, only be made upon delivery to any transfer agent of a certificate setting forth compliance with the provisions of Regulation S and giving details of the account at Euroclear or Clearstream, Luxembourg, as the case may be, and DTC to be credited and debited, respectively, with an interest in each relevant Global Certificate.

Subject to compliance with the transfer restrictions applicable to the Certificates described above and under "*Transfer Restrictions*", cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream, Luxembourg accountholders, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the custodian of the Global Certificates, the Registrar and the Paying Agent.

On or after the Closing Date, transfers of Certificates between accountholders in Euroclear and/or Clearstream, Luxembourg and transfers of Certificates between participants in DTC will generally have a settlement date six business days after the trade date (i.e. T+6). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Euroclear or Clearstream, Luxembourg and DTC participants will need to have an agreed settlement date between the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear and Clearstream, Luxembourg, on the other, transfers of interests between the Global Certificates will be effected through the Paying Agent, the custodian of the Global Certificates, the Registrar and any transfer agent receiving instructions (and where appropriate certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of: (i) three business days after the trade date for the disposal of the interest in the relevant Global Certificate resulting in such transfer; and (ii) two business days after receipt by the Registrar of the necessary certification or information to effect such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream, Luxembourg accountholders and DTC participants cannot be made on a delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

While the Global Certificates are lodged with DTC, Euroclear and Clearstream, Luxembourg, Certificates represented by individual definitive certificates will not be eligible for clearing or settlement through Euroclear, Clearstream, Luxembourg or DTC.

For a further description of restrictions on transfer of the Certificates, see "*Transfer Restrictions*".

Information on DTC

DTC will take any action permitted to be taken by a holder of Certificates only at the direction of one or more DTC participants in whose accounts with DTC interests in the Global Certificates are credited and only in respect of such portion of the aggregate nominal amount of the relevant Global Certificate as to which such DTC participant or participants has or have given such direction. However, the custodian of the Global Certificates will surrender the relevant Global Certificate for exchange for individual definitive certificates in certain limited circumstances.

DTC is a limited purpose trust company organised under the laws of the State of New York, a "banking organisation" under the laws of the State of New York, a member of the U.S. Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities for its participants and facilitate the clearance and settlement of securities transactions between participants through electronic computerised book-entry changes in accounts of its participants, thereby eliminating the need for physical movement of certificates. Direct participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to DTC is available to others, such as banks, securities brokers, dealers and trust companies, that clear through or maintain a custodial relationship with a DTC direct participant, either directly or indirectly.

Information on Euroclear and Clearstream, Luxembourg

Each of Euroclear and Clearstream, Luxembourg holds securities for its customers and facilitates the clearance and settlement of securities transactions by electronic book-entry transfer between their respective account holders. Euroclear and Clearstream, Luxembourg provide various services including safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Euroclear and Clearstream, Luxembourg also deal with domestic securities markets in several countries through established depository and custodial relationships. Euroclear and Clearstream, Luxembourg have established an electronic bridge between their two systems across which their respective participants may settle trades with each other. Euroclear and Clearstream, Luxembourg customers are worldwide financial institutions, including underwriters,

securities brokers and dealers, banks, trust companies and clearing corporations. Indirect access to Euroclear and Clearstream, Luxembourg is available to other institutions that clear through or maintain a custodial relationship with an account holder of either system.

Although Euroclear, Clearstream, Luxembourg and DTC have agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Global Certificates among participants and accountholders of Euroclear, Clearstream, Luxembourg and DTC, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Trustee, the Representative or any Agent will have any responsibility for the performance by Euroclear, Clearstream,

Luxembourg or DTC or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

While the Global Certificates are lodged with DTC, Euroclear and Clearstream, Luxembourg, Certificates represented by individual definitive certificates will not be eligible for clearing or settlement through Euroclear, Clearstream, Luxembourg or DTC.

Individual Definitive Certificates

Registration of title to Certificates in a name other than a custodian or its nominee for DTC, Euroclear or Clearstream, Luxembourg will be permitted only in the circumstances set forth in "*Global Certificates—Exchange for Definitive Certificates*". In such circumstances, the Trustee and the Representative will cause sufficient individual definitive certificates to be executed and delivered to the Registrar for completion, authentication and despatch to the relevant Certificate holder. A person having an interest in a Global Certificate must provide the Registrar with certain information as specified in the Agency Agreement.

Pre-issue trades settlement

It is expected that delivery of Certificates will be made against payment therefor on the Closing Date, which could be more than three business days following the date of pricing. Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle within six business days (i.e. T+6), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Certificates on the date of pricing or the next succeeding business day will be required, by virtue of the fact the Certificates initially will settle beyond T+6, to specify an alternative settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Certificates may be affected by such local settlement practices and purchasers of Certificates who wish to trade Certificates on the date of pricing or the next succeeding business day should consult their own adviser.

GENERAL INFORMATION

Authorisation

The issuance of the Certificates by the Trustee and the entry by the Trustee into the Corporate Services Agreement and the Transaction Documents to which it is a party have been duly authorised by resolutions of the board of directors of the Trustee dated 24 July 2014, 1 July 2014 and 18 August 2014. The entry by RSA into the Transaction Documents to which it is a party was duly authorised by the RSA Authorisations. Each of the Trustee, the Trust and RSA has obtained all necessary consents, approvals and authorisations in connection with the issuance of the Certificates and entry into the Transaction Documents and the Corporate Services Agreement to which each is a party.

The "RSA Authorisations" are as follows:

- (a) MOWA letter dated 16 May 2014 in respect of the Government Immoveable Asset Management Act, 2007 and the National Water Act, 1998;
- (b) MOWA power of attorney dated 16 May 2014;
- (c) MOF letter dated 12 May 2014 in respect of the Public Finance Management Act, 1999 and the National Water Act, 1998;
- (d) MOF power of attorney dated 12 May 2014; and
- (e) Approval of the SARB dated on or about 22 September 2014.

Listing and Admission to Trading

This Prospectus has been approved by the CSSF, as competent authority under the Prospectus Directive. Application has been made to the Luxembourg Stock Exchange for the Certificates to be admitted to trading on the regulated market of the Luxembourg Stock Exchange, which is a regulated market for the purposes of the Markets in Financial Instruments Directive (Directive 2004/39/EC) of the European Parliament and to be listed on the official list of the Luxembourg Stock Exchange. The total expenses relating to the admission to trading of the Certificates on the regulated market are expected to amount to 2,000 Euros.

Documents Available

For so long as any Certificates remain outstanding, copies (and English translations where the documents in question are not in English) of the following documents will be available both in electronic and physical format, during usual business hours on any weekday (Saturdays, Sundays and public holidays excepted), for inspection at the offices of the Trustee in the Republic of South Africa and the Principal Paying Agent in London:

- (a) the RSA Authorisations;
- (b) the constitutional documents of the Trustee;
- (c) the Transaction Documents;
- (d) this Prospectus and any supplements hereto; and
- (e) the SEC Filing Documents.

Clearing Systems

It is anticipated that upon issuance, the Global Certificates will have been accepted for clearance through DTC and Euroclear and Clearstream, Luxembourg. The ISIN for the Restricted Certificates is US98913GAA22. The CUSIP for the Restricted Certificates is 98913GAA2. The Common Code for the Restricted Certificates is 111377588. The ISIN for the Regulation S Certificates is XS1113141441. The Common Code for the Regulation S Certificates is 111314144.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1 210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

Significant or Material Change

There has been no significant change in the financial or trading position of the Trustee and no material adverse change in the financial position or prospects of the Trustee, in each case, since the date of its incorporation.

Save as disclosed in pages 4 - 7 of Exhibit 99.D in the Annual Report, as amended by pages 1 and 2 of Amendment No. 1, page v of Amendment No. 2, and pages 5 - 6 and 79 - 83 of Exhibit 99.E of Amendment No. 3 (each incorporated by reference herein), and the Risk Factor entitled "*A breakdown in industrial relations could have an adverse effect on RSA's economy and stability*", since 31 December 2013 there has been no significant change to South Africa's tax and budgetary systems, gross public debt, foreign trade and balance of payment figures, foreign exchange reserves, financial position or income and expenditure figures which is material in the context of the issue of the Certificates. The Annual Report, as amended, addresses such changes on the pages of the documents incorporated by reference indicated in the section of this Prospectus entitled "*Documents Incorporated by Reference*".

Litigation

The Trustee is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Trustee is aware) since the date of its incorporation which may have or have in such period had a significant effect on the financial position or profitability of the Trustee.

RSA is not and has not been involved in any governmental, legal or arbitration proceedings (including any such proceedings which are pending or threatened of which it is aware in the last 12 months) which may have or have in such period had a significant effect on the financial position of RSA.

Subsidiaries

The Trustee has no subsidiaries.

Agents and specified offices

The specified offices and contact details of the Principal Paying Agent, the Registrar and the Transfer Agents are set out as follows:

The Principal Paying Agent and Transfer Agent:

Citibank N.A., London Branch

Address: Citigroup Centre
Canada Square
London E14 5LB
United Kingdom

Facsimile: +353 1622 2210

Attention: PPA Desk

The Registrar and Transfer Agent:

Citigroup Global Markets Deutschland AG

Address: Fifth Floor
Reuterweg 1B
60323 Frankfurt am Main
Germany

Facsimile: +49 691 366 1429

Attention: Agency and Trust

TRUSTEE

ZAR Sovereign Capital Fund Proprietary Limited

3rd Floor, 200 on Main
Corner Main and Bowwood Roads, Claremont
Cape Town 7708
Western Cape
South Africa

PRINCIPAL OFFICE OF RSA

Republic of South Africa

National Treasury

40 Church Street
Pretoria 0001
South Africa

REPRESENTATIVE

Citibank N.A., London Branch

Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

PRINCIPAL PAYING AGENT AND TRANSFER AGENT

Citibank N.A., London Branch

Citigroup Centre
Canada Square
Canary Wharf
London E14 5LB

REGISTRAR AND TRANSFER AGENT

Citigroup Global Markets Deutschland AG

Reuterweg 16
Agency and Trust Department
60323 Frankfurt
Germany

LISTING AGENT

Banque Internationale à Luxembourg S.A.

69 Route d'Esch
L-2953 Luxembourg
Luxembourg

LEGAL ADVISORS TO RSA

As to United States Law

Allen & Overy LLP

One Bishops Square
London
E1 6AD
United Kingdom

As to English Law

Allen & Overy LLP

Level 2
Gate Village Building No. 8
Dubai International Financial Centre
P.O. Box 506678
Dubai
United Arab Emirates

As to South African Law

Webber Wentzel

10 Fricker Road
Illovo Boulevard
Johannesburg 2196
South Africa

LEGAL ADVISORS TO THE JOINT LEAD MANAGERS

As to United States Law

Clifford Chance LLP

10 Upper Bank Street
London E14 5JJ
United Kingdom

As to English Law

Clifford Chance LLP

Building 6, Level 2
The Gate Precinct
Dubai International Financial Centre
PO Box 9380
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United Arab Emirates

As to South African Law

Bowman Gilfillan

165 West Street
Sandton
Johannesburg
P.O. Box 785812
Sandton 2146
South Africa

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As to English Law

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10 Upper Bank Street
London E14 5JJ
United Kingdom

JOINT LEAD MANAGERS

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10 Harewood Avenue
London NW1 6AA
United Kingdom

Kuwait Finance House Investment Co.

K.S.C.C.

Level 23, Baitak Tower, Safat Square
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40177 Kuwait

Standard Bank Plc

20 Gresham Street
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