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**PROGRAMME AGREEMENT**

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in respect of the

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 DOMESTIC MEDIUM  
TERM NOTE PROGRAMME**

between

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA** (as Issuer)

and

**THE STANDARD BANK OF SOUTH AFRICA LIMITED,  
ACTING THROUGH ITS CORPORATE AND INVESTMENT BANKING DIVISION**  
(as Arranger, Debt Sponsor and Initial Dealer)

and

**ABSA CORPORATE AND INVESTMENT BANK,  
A DIVISION OF ABSA BANK LIMITED ACTING THROUGH ITS CORPORATE AND INVESTMENT BANKING  
DIVISION  
(as Dealer)**

and

**FIRSTRAND BANK LIMITED,  
ACTING THROUGH ITS RAND MERCHANT BANKING DIVISION  
(as Dealer)**

and

**NEDBANK LIMITED  
ACTING THROUGH ITS CORPORATE AND INVESTMENT BANKING DIVISION  
(as Dealer)**

and

**VUNANI CAPITAL (PROPRIETARY) LIMITED  
(as Dealer)**

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## **PARTIES**

The parties to this Agreement are:

- (1) **LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA** (as Issuer);
- (2) **THE STANDARD BANK OF SOUTH AFRICA LIMITED, ACTING THROUGH ITS CORPORATE AND INVESTMENT BANKING DIVISION** (as Arranger, Initial Dealer and Debt Sponsor);
- (3) **ABSA BANK LIMITED ACTING THROUGH ITS CORPORATE AND INVESTMENT BANKING DIVISION** (as Dealer);
- (4) **FIRSTRAND BANK LIMITED, ACTING THROUGH ITS RAND MERCHANT BANKING DIVISION** (as Dealer);
- (5) **NEDBANK LIMITED, ACTING THROUGH ITS CORPORATE AND INVESTMENT BANKING DIVISION** (as Dealer);  
and
- (6) **VUNANI CAPITAL PROPRIETARY LIMITED** (as Dealer).

### **1. INTRODUCTION**

- 1.1 On 13 March 2017, the Issuer established a ZAR20,000,000,000 Domestic Medium Term Note Programme in terms of which the Issuer may from time to time issue Notes (as defined below) pursuant to the programme memorandum dated 13 March 2017 as amended and/or supplemented from time to time (the **Programme Memorandum**).
- 1.2 The Issuer has executed an Agency Agreement (as defined below) recording certain matters relating to the Notes, the Transfer Agent, the Calculation Agent and the Paying Agent.
- 1.3 The Agency Agreement sets out provisions relating, *inter alia*, to the Notes, payments thereunder and documentation relating to the issue and payment of Notes and the role of the Transfer Agent, the Calculation Agent and the Paying Agent under the Programme.
- 1.4 In addition to the matters recorded in the Agency Agreement, the Issuer wishes to record herein certain matters relating to the Arranger, the Dealers and the Debt Sponsor, the issue of and subscription for the Notes under the Programme and attach *pro forma* documents relating to the Programme.

### **2. DEFINITIONS AND INTERPRETATION**

- 2.1 Terms and expressions used but not otherwise defined herein shall have the meanings given to them in the Programme Memorandum or in the Applicable Pricing Supplement (as defined below), except where the context requires otherwise or unless otherwise stated.

- 2.2 In addition, unless the context dictates otherwise, the words and expressions set forth below shall bear the following meanings and cognate expressions shall bear corresponding meanings:
- 2.2.1 **Absa** means Absa Bank Limited, acting through its Corporate and Investment Banking division. A division of Absa Bank Limited, (registration number 1986/00479/06), a public company with limited liability and registered bank duly incorporated in accordance with the company and banking laws of South Africa;
- 2.2.2 **Agency Agreement** means the Agency Agreement dated on or about 13 March 2017 entered into amongst the Issuer, the Paying Agent, the Calculation Agent and the Transfer Agent;
- 2.2.3 **Agreement** means this Programme Agreement dated on or about 13 March 2017 and the schedules hereto;
- 2.2.4 **Agreement Date** means, in respect of a Tranche of Notes, the date on which an agreement is concluded for the issue of such Tranche of Notes as contemplated in clause 4 which in the case of Notes issued on a syndicated basis or otherwise in relation to which a Subscription Agreement is entered into, shall be the date upon which the relevant Subscription Agreement is signed by or on behalf of the relevant parties thereto;
- 2.2.5 **Applicable Pricing Supplement** means the pricing supplement issued in relation to each Tranche of Notes as a supplement to the Programme Memorandum and giving details of that Tranche of Notes;
- 2.2.6 **Arranger** means Standard Bank and/or any other entity appointed as an arranger for the Programme by the Issuer;
- 2.2.7 **Business Day** means any day (other than a Saturday, Sunday or an official public holiday in South Africa within the meaning of the Public Holidays Act, 1994) on which banks generally are open for business in Johannesburg;
- 2.2.8 **CSD** means Strate Proprietary Limited (registration number 1998/022242/07), a private company with limited liability duly incorporated in accordance with the company laws of South Africa and registered as a central securities depository in terms of the Financial Markets Act or such additional, alternative or successor central securities depository as may be agreed between the Issuer and the relevant Dealer(s);
- 2.2.9 **Dealers** means the Initial Dealer and any New Dealer and excludes any entity whose appointment has been terminated pursuant to clause 13 and references in this Agreement to the "relevant Dealer" shall, in relation to any Tranche of Notes, be references to the Dealer or Dealers with whom the Issuer has agreed the issue and subscription for such Tranche of Notes;
- 2.2.10 **Dealer Accession Letter** means:
- 2.2.10.1 in respect of the appointment of a third party as a Dealer for the duration of the Programme, the Dealer Accession Letter substantially in the form set out in Part I of Schedule 3 hereto; and

- 2.2.10.2 in respect of the appointment of a third party as a Dealer for one or more Tranches of Notes under the Programme, the Dealer Accession Letter substantially in the form set out in Part III of Schedule 3 hereto;
- 2.2.11 **Dealer Confirmation Letter** means:
- 2.2.11.1 in respect of the appointment of a third party as a Dealer for the duration of the Programme, the Dealer Confirmation Letter substantially in the form set out in Part II of Schedule 3 hereto;
- 2.2.11.2 in respect of the appointment of a third party as a Dealer for one or more Tranches of Notes under the Programme, the Dealer Confirmation Letter substantially in the form set out in Part IV of Schedule 3 hereto;
- 2.2.12 **Debt Sponsor** means Standard Bank and /or any other entity appointed by the Issuer, in its sole discretion, as Debt Sponsor in respect of the Programme and/or as Debt Sponsor in respect of an issue of Notes, as the case may be, in accordance with the debt listings requirements of the relevant Financial Exchange in respect of the Programme approved by the relevant Financial Exchange or the listing of a Tranche of Notes, as the case may be;
- 2.2.13 **Debt Sponsor Accession Letter** means in respect of the appointment of a third party as a Debt Sponsor in respect of the Programme for the duration of the Programme or for one or more Tranches of Notes under the Programme, the Debt Sponsor Accession Letter substantially in the form set out in Part I of Schedule 4 hereto;
- 2.2.14 **Debt Sponsor Confirmation Letter** means in respect of the appointment of a third party as a Debt Sponsor in respect of the Programme for the duration of the Programme or for one or more Tranches of Notes under the Programme, the Debt Sponsor Confirmation Letter substantially in the form set out in Part II of Schedule 4 hereto;
- 2.2.15 **Financial Exchange** means the JSE or its successor, or any other or further financial exchange(s) on which any Notes may be listed, and references in this Agreement to the "**relevant Financial Exchange(s)**" shall, in relation to any Notes, be references to the Financial Exchange(s) on which such Notes are from time to time listed;
- 2.2.16 **Financial Markets Act** means the Financial Markets Act, 2012;
- 2.2.17 **FNB** means FirstRand Bank Limited, acting through its Rand Merchant Banking division (registration number 1929/024980/07) a public company with limited liability and a registered bank duly incorporated on accordance with the company and banking law of South Africa;
- 2.2.18 **Initial Dealers** means:
- 2.2.18.1 The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division;
- 2.2.18.2 Absa Corporate and Investment Bank, a division of Absa Bank Limited;
- 2.2.18.3 FirstRand Bank Limited, acting through its Rand Merchant Banking division;

- 2.2.18.4 Nedbank Limited, acting through its corporate and investment banking division; and
- 2.2.18.5 Vunani Capital (Proprietary) Limited.
- 2.2.19 **Initial Documentation List** means the list of documents set out in Part I of Schedule 1 to this Agreement;
- 2.2.20 **Issue Date** means, in relation to any Tranche of Notes, the date specified as such in the Applicable Pricing Supplement or such other date as may be agreed in writing by the Issuer and the relevant Dealer(s);
- 2.2.21 **Issuer** means Land and Agricultural Development Bank of South Africa, established in the Republic of South Africa in terms of the Land Bank Act, 18 of 1913, which continued to exist in terms of section 3 of the Land Bank Act, 13 of 1944, and continues to exist under the name of the Land and Agricultural Development Bank of South in terms of the Land and Agricultural Development Bank Act, 15 of 2002, despite the repeal of both the 1912 and the 1944 Acts;
- 2.2.22 **JSE** means the Interest Rate Market of the JSE Limited (registration number 2005/022939/06), a licensed financial exchange in terms of the Financial Markets Act (as amended) or any financial exchange which operates as a successor financial exchange to the JSE;
- 2.2.23 **Lead Manager(s)** means, in relation to a Tranche of Notes in terms of which two or more Dealers have been appointed to subscribe for, or procure the subscription for, such Tranche of Notes, the person(s) defined as the Lead Manager(s) in the applicable Subscription Agreement;
- 2.2.24 **Managers** means in relation to a Tranche of Notes in terms of which two or more Dealers have been appointed to subscribe for, or procure the subscription for, such Tranche of Notes, the persons defined as the managers in the applicable Subscription Agreement;
- 2.2.25 **Nedbank** means Nedbank Limited, acting through its Corporate and Investment Banking Division (registration number 1951/000009/06), a public company and a registered bank incorporated in accordance with the company and banking laws of South Africa;
- 2.2.26 **New Dealer** means any entity appointed as an additional Dealer for the duration of the Programme or for a particular Tranche of Notes, whether pursuant to clause 14 or pursuant to a Subscription Agreement;
- 2.2.27 **Notes** means secured or unsecured notes, listed or unlisted notes issued or to be issued by the Issuer under the Domestic Medium Term Note Programme from time to time, pursuant to the Programme Memorandum;
- 2.2.28 **Programme** means the Land and Agricultural Development Bank of South Africa ZAR20,000,000,000 Note Programme under which the Issuer may, from time to time, issue Domestic Medium Term Notes;
- 2.2.29 **Programme Memorandum** means the document so entitled in respect of the Programme dated 13 March 2017, provided that if the Issuer publishes a new Programme Memorandum or a supplement to the Programme Memorandum, as the case may be (as contemplated in the section of the Programme Memorandum headed "*Documents Incorporated by Reference*"),

references to "Programme Memorandum" shall be construed as references to the new Programme Memorandum or the Programme Memorandum as supplemented, as the case may be;

- 2.2.30 **Relevant Agreement** means, in respect of a Tranche of Notes, the agreement concluded for the issue of such Tranche as contemplated in clause 4 which, in the case of Notes issued on a syndicated basis or otherwise in relation to which a Subscription Agreement is entered into, shall be such agreement;
- 2.2.31 **Securities Act** means the U.S. Securities Act, 1933;
- 2.2.32 **Securities Exchange Act** means the U.S. Securities Exchange Act, 1934;
- 2.2.33 **Series** means a Tranche of Notes together with any further Tranche or Tranches of Notes which are (i) expressed to be consolidated and form a single series and (ii) are identical in all respects, save as to Issue Date, Interest Commencement Date and/or Issue Prices (including, in respect of listed Notes, as to listing) from the date on which such consolidation is expressed to take effect and the expressions "*Notes of the relevant Series*" and "*holders of Notes of the relevant Series*" and related expressions shall be construed accordingly;
- 2.2.34 **Settlement Agent(s)** means a Participant accepted by the CSD as a participant in terms of section 31 of the Financial Markets Act, and who is approved by the CSD as a settlement agent to perform electronic settlement of both funds and scrip on behalf of market participants;
- 2.2.35 **Settlement Date** means a day on which a trade in respect of a Tranche of Notes listed on the relevant Financial Exchange settles, in terms of the rules thereof from time to time (unless otherwise stipulated), or, in respect of unlisted Notes, such date as may be agreed between the Issuer and the relevant Dealer(s);
- 2.2.36 **South Africa** means the Republic of South Africa;
- 2.2.37 **Standard Bank** means The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division (registration number 1962/000738/06), a public company with limited liability and a registered bank duly incorporated in accordance with the company and banking laws of South Africa;
- 2.2.38 **Subscription Agreement** means an agreement in or substantially in the form set out in Schedule 6 hereto or such other form as may be agreed between the Issuer and the Lead Manager and/or the Dealer(s), if applicable, relating to a Tranche of Notes, which agreement shall be supplemental to this Agreement;
- 2.2.39 **Terms and Conditions** means, in relation to a Tranche of Notes, the terms and conditions applicable to such Tranche of Notes, such terms and conditions set out in the section of the Programme Memorandum headed "*Terms and Conditions of the Notes*" as modified and supplemented by the Applicable Pricing Supplement pertaining to that Tranche of Notes and "Condition" refers to a condition set forth in the Terms and Conditions;
- 2.2.40 **U.S.** means the United States of America; and



- 2.2.41 **Vunani Capital** means Vunani Capital (Proprietary) Limited (registration number 1998/001469/07) a private company with limited liability duly incorporated in accordance with the company laws of South Africa.
- 2.3 In this Agreement, clause headings are inserted for convenience and ease of reference only and shall not affect the interpretation of this Agreement.
- 2.4 All references in this Agreement to the provisions of any legislation or a statute shall be deemed to be references to that legislation or statute as from time to time amended, varied or re-enacted.
- 2.5 All references in this Agreement to an agreement, instrument or other document (including this Agreement, the Agency Agreement, the Programme Memorandum, any Series of Notes and any Terms and Conditions appertaining thereto) shall be construed as a reference to that agreement, instrument or document as the same may be amended, modified, varied, supplemented, replaced or novated from time to time.
- 2.6 Words denoting the singular number only shall include the plural number also and *vice versa*; words denoting the masculine gender only shall include the feminine gender and *vice versa*; and words denoting persons only shall include firms and corporations and *vice versa*.
- 2.7 When any number of days is prescribed, such number shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the next succeeding day which is a Business Day unless otherwise specified in the Applicable Pricing Supplement.

### 3. **APPOINTMENT OF INITIAL DEALER AND INITIAL DEBT SPONSOR**

#### 3.1 **Initial Dealer**

- 3.2 The Issuer hereby appoints the Initial Dealer, and the Initial Dealer hereby agrees to act as Dealer, in respect of the Notes issued under the Programme upon the terms and subject to the terms and conditions **set out below**.

#### 3.3 **Debt Sponsor**

- 3.4 The Issuer hereby appoints the Debt Sponsor, and the Debt Sponsor hereby agrees to act as Debt Sponsor of the Issuer in respect of the Programme upon the terms and subject to the terms and conditions set out below, for the purposes of, *inter alia*:

- 3.4.1 acting as Debt Sponsor in respect of the listing of the Programme Memorandum on the JSE;
- 3.4.2 performing all other obligations and duties imposed upon it as Debt Sponsor in terms of the debt listings requirements of the JSE, this Agreement and the provisions of a separate mandate letter (if any) concluded between the Issuer and the Debt Sponsor;
- 3.4.3 acting as Debt Sponsor in respect of the listing of a particular Tranche of Notes on the JSE; and
- 3.4.4 performing all other obligations and duties in respect of the listing of a particular Tranche of Notes imposed upon it as Debt Sponsor by the debt listings requirements of the JSE, this Agreement and

the provisions of a separate mandate letter (if any) concluded between the Issuer and the Debt Sponsor, provided that until such appointment is made, no Debt Sponsor shall have any obligations in respect of any particular issue of Notes.

- 3.5 The Issuer's appointment of a Debt Sponsor in relation to a particular Tranche of Notes shall be recorded in the Applicable Pricing Supplement prepared in respect of that Tranche of Notes and the Debt Sponsor shall provide the Issuer with written confirmation of its consent to such appointment.

#### **4. AGREEMENTS TO ISSUE AND SUBSCRIBE**

- 4.1 Subject to the terms and conditions of this Agreement, the Issuer may from time to time agree with any Dealer to issue, and any Dealer may agree to subscribe for, or to procure the subscription of Notes, provided that until such agreement is reached, no Dealer shall have any obligations in respect of any particular issue of Notes, nor shall any Dealer be entitled to subscribe for, or procure the subscription of Notes or to solicit subscriptions for Notes, without the express prior written consent of the Issuer.
- 4.2 Unless otherwise agreed between the Issuer and the relevant Dealer, on each occasion upon which the Issuer and the relevant Dealer agree on the terms of the issue and subscription for one or more Tranche(s) of Notes to be listed on a Financial Exchange, the Issuer shall instruct:
- 4.2.1 the relevant Dealer to complete, in accordance with the details of the instruction, the necessary pricing details on the Applicable Pricing Supplement;
- 4.2.2 the Debt Sponsor, in the case of listed Notes, to review the Applicable Pricing Supplement to ensure that it complies with the relevant provisions of the debt listings requirements of the JSE and apply to the JSE for approval of the Applicable Pricing Supplement and the allocation of an ISIN for such Notes;
- 4.2.3 the Transfer Agent to create or update the Register, as the case may be and, in the case of Notes issued in uncertificated form, enter the name of the relevant Participant as registered Noteholder in the Register; and
- 4.2.4 the Settlement Agent to facilitate the settlement of trades, and if applicable, shall cause such Tranche(s) of Notes to be executed, issued and delivered to the Settlement Agent, who will in turn deliver, in the case of Notes issued in uncertificated form, the CSD electronic settlement instruction to the CSD or in the case of Notes issued in certificated form, an Individual Certificate to the Transfer Agent, who in turn will deliver such Individual Certificate to the Noteholder, as the case may be.
- 4.3 Where the Issuer agrees with two or more Dealers to issue Notes, and such Dealers agree to subscribe for or procure the subscription of such Notes, the Issuer shall enter into a Subscription Agreement with such Dealers. For the avoidance of doubt, the Agreement Date in respect of such issue shall be the date on which the Subscription Agreement is signed last in time by the parties thereto.

- 4.4 The procedures for unlisted registered Notes shall be agreed between the Issuer and the relevant Dealer at an appropriate time before the issue thereof.
- 4.5 Unless otherwise agreed between the Issuer and the relevant Dealer, where more than one Dealer has agreed with the Issuer to subscribe for, or procure the subscription of, a particular Tranche of Notes pursuant to this clause 4, the obligations of such Dealer so to subscribe, or to procure the subscription for, the Notes, shall be as agreed in the Subscription Agreement.
- 4.6 Each of the Issuer and the Dealers acknowledge that any issue of Notes in respect of which particular laws, guidelines, regulations, restrictions or reporting requirements apply may only be issued in circumstances which comply with such laws, guidelines, regulations, restrictions or reporting requirements from time to time.

## 5. **CONDITIONS OF ISSUE**

### 5.1 **First Issue**

- 5.2 Before the Issuer reaches its first agreement with any Dealer for the issue of and subscription for Notes, the Dealers shall have received, and found satisfactory (in its reasonable opinion) all of the documents and confirmations described in Part I of Schedule 1 (*Initial Documentation List*) from the Issuer or the Arranger. Each relevant Dealer must notify the Arranger and the Issuer within 10 (ten) Business Days (or such shorter period as may be agreed between the Issuer, the Arranger and each relevant Dealer(s)) of receipt of all the documents and confirmations described in Part I of Schedule 1 (*Initial Documentation List*) if it considers any to be unsatisfactory in its reasonable opinion and, in the absence of such notification, the Dealer shall be deemed to consider such documents and confirmations to be satisfactory.

### 5.3 Each Issue

- 5.3.1 The obligations of the Dealers under any agreement for the issue and subscription for, or the procurement of subscription of, the Notes made pursuant to clause 4 are conditional upon:
- 5.3.1.1 there having been, as at the proposed Issue Date, no material adverse change existing in the condition (financial or otherwise) of the Issuer which might, in the reasonable opinion of the relevant Dealer, be considered to be material in the context of the issue and offering of the Notes from that set forth in the Programme Memorandum as at the relevant Agreement Date, nor the occurrence of any event making untrue or incorrect in any material respect, any of the representations and warranties contained in clause 6;
- 5.3.1.2 subject to clause 17, the maximum aggregate Nominal Amount of all Notes from time to time Outstanding not exceeding ZAR20,000,000,000;
- 5.3.1.3 there being no breach of any of the material obligations of the Issuer under this Agreement, the Agency Agreement, or any Tranche of Notes, as the case may be, which has not been remedied or expressly waived by the relevant Dealer on or prior to the proposed Issue Date;
- 5.3.1.4 in the case of Notes which are intended to be listed, the relevant Financial Exchange(s) having agreed to list such Notes, subject only to the issue of the relevant Notes;

- 5.3.1.5 a meeting of the Noteholders (or any class of them) to consider matters which might, in the reasonable opinion of the relevant Dealer, be considered to be material in the context of the issue of any further Notes having been duly convened, whether or not as yet held, or whether adjourned and the Issuer not being aware of any circumstances which are likely to lead to the convening of such a meeting;
- 5.3.1.6 there having been between the Agreement Date and the Issue Date for such Notes, in the reasonable opinion of the relevant Dealer, no such change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the reasonable opinion of the relevant Dealer, be likely to prejudice materially the success of the offering and distribution of the proposed Tranche of Notes to be issued or dealings in such Tranche of Notes in the secondary market;
- 5.3.1.7 there having been, between the Agreement Date and the Issue Date, no downgrading in the rating of any of the Issuer's debt, nor a withdrawal by any Rating Agency, nor any public notice of any intended or potential downgrading or withdrawal, of the rating given by such Rating Agency or the placing of the Issuer on "*Creditwatch*" with negative implications or similar publication for formal review with negative implications by the relevant Rating Agency. For the avoidance of doubt, only a Rating Agency that has been formally appointed by the Issuer and that has given a rating in respect of the Issuer may place the Issuer on "*Creditwatch*";
- 5.3.1.8 the forms of the Applicable Pricing Supplement, the Individual Certificates (if any), the CSD electronic settlement instruction and the relevant settlement procedures having been agreed between the Issuer, the relevant Dealers and the Transfer Agent;
- 5.3.1.9 the Specified Currency being accepted for settlement by the CSD; and
- 5.3.1.10 any calculations and/or determinations (which are required by the relevant Terms and Conditions to have been made prior to the Issue Date) having been duly made.
- 5.3.2 If, following an Agreement Date and before the relevant Issue Date, the Issuer becomes aware that the conditions specified in clause 5.3.1 will not be satisfied, the Issuer shall forthwith notify the relevant Dealer(s) to this effect giving full details thereof. In addition, the Issuer shall take such steps as may reasonably be requested by the Arranger and/or the relevant Dealer(s), subject to the agreement of the Issuer, to remedy and/or communicate and/or publicise the same. In the event that any of the foregoing conditions is not satisfied, the relevant Dealer shall be entitled (but not obliged) by notice to the Issuer to be released and discharged from its obligations under the agreement reached under clause 4. In the event that the relevant Dealer(s) gives notice as aforesaid, the Issuer shall remain liable (pursuant to the terms of the Relevant Agreement) for the reasonable expenses of the Dealer(s) party to such Relevant Agreement, incurred prior to or in connection with such termination, unless otherwise agreed between the Issuer and the Dealer(s).

#### 5.4 **Waiver**

- 5.5 Any Dealer (on behalf of itself only), may by notice in writing to the Issuer, waive any of the conditions precedent contained in clause 5.3.1, save for the condition precedent contained in

clause 5.3.1.2 insofar as they relate to an issue of Notes to that Dealer, or an investor procured by that Dealer.

5.6 Updating of legal opinions and further legal opinions

5.7 On the request from the relevant Dealer(s), before each issue of Notes by the Issuer or on such occasions as the Dealer(s) may request and each time the Programme Memorandum is amended, supplemented, revised or updated, the Issuer, shall procure that further legal opinions in such form as the relevant Dealer(s) may reasonably require are delivered, at the expense of the Issuer to the Dealers from legal advisers (approved by the Dealers) in South Africa. If at or prior to the time of any agreement to issue and subscribe for or procure the subscription for Notes under clause 4 such a request is made with respect to the Notes to be issued, the receipt of the relevant opinion or opinions in a form reasonably satisfactory to the relevant Dealer shall be a further condition precedent to the issue of those Notes to that Dealer or an investor procured by that Dealer.

## 6. REPRESENTATIONS AND WARRANTIES

6.1 As at the date of this Agreement, the Issuer hereby represents, warrants and undertakes to the Arranger, each Dealer and the Debt Sponsor as follows:

6.1.1 that the Issuer is duly established and validly existing under the laws of South Africa and as such has full power and capacity to carry on its business as described in the Programme Memorandum and is lawfully qualified to do business in those jurisdictions in which business is conducted by it;

6.1.2 that the execution of this Agreement, and any Subscription Agreement, and the Agency Agreement have been duly authorised by the Issuer and that, when executed by the Issuer, constitute, and will constitute valid, legally binding and enforceable obligations of the Issuer;

6.1.3 that the issue of Notes under the Programme by the Issuer has been duly authorised by the Issuer and, when executed and issued, each Note will constitute legal, valid, binding and enforceable obligations of the Issuer;

6.1.4 that no other action or condition is required to be taken, fulfilled or done (including without limitation the obtaining of any consent, approvals, authorisations, orders, qualifications or licence or the making of any filing or registration) for or in connection with the execution, issue and offering of any Notes under the Programme, or the execution of and performance by the Issuer of its obligations under this Agreement, any Subscription Agreement, the Agency Agreement and/or any Notes and to carry out the transactions contemplated by this Agreement, any Subscription Agreement, the Agency Agreement and/or any Notes, save for:

6.1.4.1 the annual submission of the Issuer's most recent borrowing programme to the Minister of Finance pursuant to section 66(7)(a) of the Public Finance Management Act, 1999; and

6.1.4.2 the prior approval of the Issuer's borrowing and funding policy by the Minister of Finance pursuant to section 24(1) of the Land Bank Act, 2002;

- 6.1.5 that the execution of this Agreement, any Subscription Agreement, and the Agency Agreement, the issue, offering and distribution of any Notes, the carrying out of any of the transactions contemplated by this Agreement, and/or any Subscription Agreement and the Agency Agreement and compliance with the terms thereof do not and will not, to the best of the Issuer's knowledge and belief, (i) conflict with or result in a breach in any material respect of any of the terms or provisions of, or constitute a default under the laws of South Africa or any material indenture, trust deed, mortgage or other agreement or instrument to which the Issuer is a party or by which it or any of its properties is bound, in a manner which would have a material adverse effect on the Issuer or the Issuer's obligations under the Terms and Conditions as well as this Agreement or (ii) infringe any existing applicable law, rule, regulation, judgment, order or decree of the government of South Africa or any governmental body, relevant Financial Exchange or court in South Africa or any judgment, order or decree of any foreign government, body or court having jurisdiction over the Issuer or any of its properties, assets or revenue;
- 6.1.6 to the best of the Issuer's knowledge and belief (having taken all reasonable care to ensure that such is the case) that the Programme Memorandum contains all information with respect to the Issuer which is material in the context of the Programme and the issue and offer of Notes thereunder; that the information contained in the Programme Memorandum is true and accurate in all material respects and is not misleading; that the opinions and intentions of the Issuer expressed therein are honestly held; that there are no other facts with respect to the Issuer or the Notes, the omission of which would make the Programme Memorandum or any of such information or the expression of any such opinions or intentions misleading in any material respect; and that the Issuer has made all reasonable enquiries to ascertain all facts material for the purposes aforesaid;
- 6.1.7 that the most recently published audited annual financial statements of the Issuer were prepared in accordance with the requirements of law and generally accepted accounting principles in South Africa (including IFRS) and consistently applied and they fairly present the financial condition of the Issuer, as at the date to which they were prepared and of the results of the operations of the Issuer in respect of the periods for which they were prepared and that there has been no material adverse change or any development involving a prospective material adverse change in the condition (financial or otherwise) of the Issuer since the date of the most recently audited published annual financial statements, which is material in the context of the Programme, or any issue of Notes thereunder, except as disclosed in the Programme Memorandum;
- 6.1.8 that, save as disclosed in the Programme Memorandum, there are no litigation, arbitration or administrative proceedings involving the Issuer (and, insofar as the Issuer is aware, no such proceedings are pending, threatened or contemplated) which, if determined adversely to the Issuer are likely to individually or in aggregate, have a material adverse effect on the condition (financial or trading position) or operations of the Issuer or the ability of the Issuer to comply with or perform its obligations under the terms of any Notes, this Agreement, and/or any Subscription Agreement and/or the Agency Agreement;

- 6.1.9 that no Event of Default as contemplated in Condition 16 (*Events of Default*) of the Terms and Conditions in relation to the Issuer or event which entitles the giving of notice, and which upon the giving of such notice and the expiry of any remedy period applicable thereto, the making of any determination, or any combination thereof, would constitute an Event of Default, is subsisting in relation to any Outstanding Note and no event has occurred which would constitute (in respect of a new issue of Notes) an Event of Default thereunder or which entitles the giving of notice and which would, upon the giving of such notice and the expiry of any remedy period applicable thereto, the making of any determination, or any combination thereof (in respect of a new issue of Notes) constitute such an Event of Default;
- 6.1.10 that, except as set forth in the Programme Memorandum, all amounts payable by the Issuer in respect of the Notes shall be made free and clear of and without withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of South Africa or any political sub-division thereof or authority or agency therein or thereof having power to tax, unless such withholding is required by law and no withholding or deduction for any taxes, duties, assessments or governmental charges of whatever nature arise by or in connection with the authorisation, execution, or performance of the Issuer's obligations of this Agreement, the Agency Agreement or any Subscription Agreement;
- 6.1.11 that the Programme Memorandum contains all information as may be required by laws, rules and regulations applicable to the relevant Financial Exchange, except as such may be waived by the relevant Financial Exchange and except in respect of unlisted Notes;
- 6.1.12 that at all times, it will ensure that all necessary action is taken and all necessary conditions are fulfilled (including, without limitation, the obtaining of all necessary consents) so that it may lawfully comply with its obligations under the Notes and this Agreement, any Subscription Agreement to be concluded and the Agency Agreement and, further, so that it may comply with any applicable laws, rules, regulations and guidelines from time to time promulgated by any South African governmental or regulatory authorities or Financial Exchange relevant in the context of the issue of Notes under the Programme;
- 6.1.13 that, in relation to each Tranche of Notes for which a Dealer is named as a stabilising manager in the Applicable Pricing Supplement and only if such stabilising is permitted by the debt listings requirements of the relevant Financial Exchange and approved by the relevant Financial Exchange, the Issuer has not issued and will not issue, without the prior written consent of the Dealers, any press or other public announcement referring to a proposed issue of Notes and such announcement shall adequately disclose that stabilising action may take place in relation to the Notes to be issued;
- 6.1.14 that neither the Issuer nor any of its assets is entitled to immunity from suit, execution, attachment or other legal process in any jurisdiction;
- 6.1.15 that all Senior Notes will rank as described in Condition 5 (*Status of Senior Notes*) and all Subordinated Notes will rank as described in Condition 6 (*Status and Characteristics of Subordinated Notes*) of the Terms and Conditions;

- 6.1.16 that none of the Issuer, or, insofar as the Issuer is aware, its affiliates (as defined in Rule 405 under the Securities Act) or any persons acting on any of their behalf (other than the Dealers) has engaged or will engage in any direct selling efforts in the U.S. (as defined in Regulation S under the Securities Act) in respect of the Notes;
- 6.1.17 that the Issuer, or, insofar as the Issuer is aware, its affiliates and each person acting on any of their behalf have complied with and will comply with the offering restrictions requirement of Regulation S under the Securities Act; and
- 6.1.18 that insofar as the Issuer is aware there is no substantial U.S. market interest (as defined in Regulation S under the Securities Act) in the Notes.

## **7. UNDERTAKINGS OF ISSUER**

### **7.1 Notification of material developments**

- 7.1.1 The Issuer shall, promptly after becoming aware of the occurrence thereof, notify the Arranger, the Dealers and the Debt Sponsor of:
- 7.1.1.1 any Event of Default or any condition, event or act which would, after an issue of Notes or which entitles the giving of notice, and which would, upon the giving of such notice and expiry of the remedy period applicable thereto, constitute an Event of Default or any breach of any warranties or any representation contained in this Agreement; and
- 7.1.1.2 any material adverse change in the condition (financial or otherwise) of the Issuer which is material in the context of the Programme or any issue of Notes thereunder.
- 7.1.2 The Issuer shall from time to time promptly furnish the Arranger, the Dealers and the Debt Sponsor with copies of such financial information, public announcement and/or press releases relating to and issued by the Issuer, as the Arranger, the Dealers, or the Debt Sponsor may in writing reasonably request.

### **7.2 Updating of Programme Memorandum**

- 7.2.1 The Issuer shall, if so required in terms of the Programme Memorandum or the rules of the relevant Financial Exchange, update or amend the Programme Memorandum (following consultation with the Arranger, who will consult with the Dealers, and the Debt Sponsor) by the publication of a supplement thereto or an amended and restated Programme Memorandum, in a form approved by the Arranger, the Dealers and the Debt Sponsor.
- 7.2.2 In the event of a material adverse change in the condition (financial or otherwise) of the Issuer, which is material in the context of the Programme, any issue of Notes thereunder or if the Programme Memorandum shall otherwise come to contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein not misleading, or, if it is necessary at any time to amend the Programme Memorandum to comply with or reflect changes in the laws or regulations of South Africa, the Issuer shall update or amend and restate the Programme Memorandum (following consultation with the Arranger, who will



consult with the Dealers, and the Debt Sponsor) by the publication of a supplement thereto, in a form approved by the Arranger, the Dealers and the Debt Sponsor.

7.2.3 The Programme Memorandum shall, as specified therein, be deemed to incorporate by reference the most recently published audited annual financial statements of the Issuer. Upon any new financial statements being incorporated in the Programme Memorandum as aforesaid or upon the publication of a revised Programme Memorandum or a supplement or amendment to the Programme Memorandum, the Issuer shall promptly supply to the Dealers, the Debt Sponsor and the Transfer Agent such number of copies of such financial statements, revised Programme Memorandum, supplements or amendments thereto as the Dealers, the Debt Sponsor or the Transfer Agent (as the case may be) may reasonably request. Until the Dealers receive such financial statements, revised Programme Memorandum, supplements or amendments thereto, the definition of "*Programme Memorandum*" in clause 2.2 shall, in relation to the Dealers, mean the Programme Memorandum prior to the receipt by the Dealers of such financial statements or the publication of such revised Programme Memorandum, supplement or amendment thereto.

7.2.4 If the terms of the Programme are modified or amended in a manner, or if an event occurs, which would make the Programme Memorandum misleading in any material respect, or which would make any material statement in the Programme Memorandum untrue or incorrect, or which omits a fact, the omission of which would make the Programme Memorandum misleading, an amended and restated Programme Memorandum or supplement to the Programme Memorandum shall be prepared by the Issuer following consultation with the Arranger, who will consult with the Dealers, and the Debt Sponsor.

### 7.3 **Listing**

7.3.1 The Issuer confirms that the Programme will be listed on the relevant Financial Exchange and that the application for the listing will be made at the expense of the Issuer. If in relation to any issue of Notes, it is agreed between the Issuer, the relevant Dealers or the Lead Manager(s), as the case may be, to list or admit to trading such Notes on a specified Financial Exchange, the Issuer will use all reasonable efforts to obtain and, whilst any such Notes are outstanding, maintain such listing or admission to trading on such Financial Exchange. If it is unable to do so, having used all reasonable efforts, or if the maintenance of such listing becomes unduly onerous, the Issuer will instead use all reasonable efforts to promptly obtain and maintain a listing for the Notes on such other Financial Exchange as the Issuer may (with the approval of the relevant Dealers, which approval shall not be unreasonably withheld or delayed) decide.

7.3.2 The Issuer, with the assistance of the Debt Sponsor, shall cause an application to be made for listed Notes to be listed on the relevant Financial Exchange (if applicable).

7.3.3 The Issuer shall comply with the rules of the relevant Financial Exchange and shall otherwise comply with any undertakings given by it from time to time to the relevant Financial Exchange in connection with Notes listed on such Financial Exchange or the listing thereof and, without prejudice to the generality of the foregoing, shall furnish or procure to be furnished to the relevant

Financial Exchange all such information as such Financial Exchange may require in connection with the listing on such Financial Exchange of any Notes.

7.3.4 The Issuer shall arrange for any announcements, including but not limited to SENS announcements, which announcements shall be approved by the Debt Sponsor, in respect of the Notes to be made in such publications and on such dates as may be required by the relevant Financial Exchange and/or the Terms and Conditions.

#### 7.4 **The Agreements**

7.5 The Issuer undertakes that it will not, except with the consent of the Dealers (which consent shall not be unreasonably withheld and/or delayed), terminate the Agency Agreement or effect or permit to become effective any amendment to the Agency Agreement which, in the case of an amendment, would or might prejudice the interests of any Noteholders issued before the date of such amendment and the Issuer will promptly notify the Dealers and the Debt Sponsor of any termination of, or amendment to the Agency Agreement and of any change in the Transfer Agent, Calculation Agent or Paying Agent under the Agency Agreement.

#### 7.6 **Lawful Compliance**

7.7 The Issuer will at all times ensure that all necessary action is taken and all necessary conditions are fulfilled under the laws of South Africa or to the best of the knowledge of the Issuer, laws elsewhere (including, without limitation, the obtaining, and where relevant, maintenance in full force and effect of all necessary permissions, consents or approvals of all relevant governmental authorities) so that the Issuer may lawfully comply with its respective obligations under all Notes issued, and agreements, and, further, so that it may comply with any applicable laws, regulations and guidance relevant to the Programme, from time to time promulgated by any governmental and regulatory authorities under the laws of South Africa or, to the best of the knowledge of the Issuer, laws elsewhere relevant in the context of the issue of Notes.

#### 7.8 **Agency**

7.9 The Issuer undertakes that it will promptly notify the Arranger, the Dealers and the Debt Sponsor in writing, as contemplated in clause 21 of the Agency Agreement, if and when the Issuer appoints an agent or terminates the appointment of an agent and nothing contained in this Agreement or any other document relating to the issuing of the Notes shall prevent the Issuer in consultation with the Dealers and the Debt Sponsor from appointing a different Transfer Agent, Paying Agent or Calculation Agent for a particular Tranche of Notes.

#### 7.10 **Authorised representative**

7.11 The Issuer shall promptly notify the Dealers and the Debt Sponsor, in writing if any of the persons named in the list referred to in paragraph 2 of Part I of Schedule 1 (*Initial Documentation List*) ceases to be authorised to take action on behalf of the Issuer or if any additional person becomes so authorised together, in the case of an additional authorised person, with evidence satisfactory to the Dealers and the Debt Sponsor that such person has been so authorised.

7.12 **Auditor's comfort letters**

7.13 The Issuer shall:

7.13.1 at the time of the preparation of the Programme Memorandum and thereafter upon each occasion when the same may be amended and restated, supplemented, revised or updated, except by means of information incorporated by reference (unless such information incorporated by reference concerns or contains financial information about the Issuer); and

7.13.2 with each issue of Notes, when so reasonably requested by a Dealer, deliver to the Dealers, at the expense of the Issuer, a comfort letter provided in accordance with the applicable guidance, from the independent auditor of the Issuer in such form and with such content as the Dealers may reasonably request. If at or prior to the time of any agreement to issue and subscribe for or procure the subscription for Notes under clause 4 a request is made with respect to the Notes to be issued, the receipt of the relevant comfort letter or letters in a form satisfactory to the relevant Dealers shall be a further condition precedent to the issue of those Notes to any Dealer.

7.14 **No other issues/Clear issuance**

7.15 The Issuer undertakes that it will not, during the period commencing on the Agreement Date and ending on the Issue Date with respect to any Tranche of Notes which are to be listed, issue or agree to issue any listed notes, bonds or other debt securities of whatsoever nature that are substantially similar to the Notes of the relevant Tranche of Notes, without the prior written consent of the relevant Dealer(s) or the Lead Manager(s), as the case may be.

7.16 Information on Noteholders' meetings

7.17 The Issuer will, at the same time as it is despatched, furnish the Dealers and the Debt Sponsor with a copy of any notice of a meeting of Noteholders (or any class of them) which is despatched at the instigation of the Issuer and will promptly notify the Dealers, the Debt Sponsor and the relevant Financial Exchange (pursuant to the applicable debt listings requirements of such Financial Exchange) upon its becoming aware that a meeting of Noteholders (or any class of them) has been convened by Noteholders.

7.18 **Rating**

7.19 The Issuer will promptly notify the Dealers and the Debt Sponsor if there has been any change of the ratings of the Issuer's, the Programme or the Notes, as the case may be, or any public notice of which the Issuer is aware by such Rating Agency, as the Issuer may have appointed, of any intended or potential downgrading in or withdrawal of such rating or upon it becoming aware that such ratings are listed on "Creditwatch" or other similar publication of formal review by any relevant Rating Agency as the Issuer may have appointed.

8. **INDEMNITY**

8.1 Without prejudice to the other rights or remedies of the Arranger, the Dealers and the Debt Sponsor, the Issuer indemnifies and agrees to hold harmless on demand each of the Arranger, Dealers and Debt Sponsor and their respective representatives, directors, officers, employees and agents, as well

as each holding company (as defined in the Companies Act), each person controlling the Arranger, Dealers and/or Debt Sponsor and each respective Subsidiary of the Arranger, the Dealers or any Debt Sponsor, (each an **Indemnified Person**), and agrees to hold such Indemnified Persons indemnified against any and all losses, costs, claims, damages, liabilities, charges, expenses (including but not limited to legal costs and expenses reasonably incurred) or demands (or actions in respect thereof) sustained by or which may be made against such Indemnified Person (but excluding any recovery for indirect or consequential damages, save as specified below in this clause 8.1) as a result of or in relation to:

- 8.1.1 any failure by the Issuer to issue on the Issue Date any Notes which a Dealer has agreed to subscribe for or procure the subscription of (unless such failure is as a result of the failure by the relevant Dealers to pay the full aggregate purchase price for such Notes or to comply with any other obligations that the Dealers may have to the Issuer);
  - 8.1.2 any actual or alleged breach of the representations and warranties and undertakings contained in, made or deemed to be made by the Issuer pursuant to this Agreement;
  - 8.1.3 any untrue or misleading (or allegedly untrue or misleading) statement, which is material in the context of the Programme and/or the issue and offering of Notes in, or any material omission (or alleged material omission) from, the Programme Memorandum provided by the Issuer;
  - 8.1.4 any untrue or misleading (or allegedly untrue or misleading) statement in any additional information provided by the Issuer to the Dealers pursuant to clause 9 below; or
  - 8.1.5 any breach by the Issuer of the Terms and Conditions,
- 8.2 and such indemnity shall extend to include all reasonable costs, charges and expenses which that Indemnified Person may pay or incur in disputing or defending any claim or action in respect of which indemnity may be sought against the Issuer under this clause, provided that the Issuer shall in no circumstances be liable for any losses, costs, claims, damages, liabilities, charges, expenses or demands (or actions in respect thereof) where such arise from the gross wilful default or gross negligence of the Arranger, Dealers and Debt Sponsor. No Dealers shall have any duty or obligation, whether as fiduciary or trustee for any Indemnified Person or otherwise, to recover any such payment or to account to any person for any amounts paid to it under this clause 8.1.
- 8.3 If any proceedings (including a governmental investigation) shall be instituted involving any Indemnified Person in respect of which indemnity may be sought pursuant to the previous paragraph, such Indemnified Person shall promptly notify the Issuer in writing and the Issuer shall, upon request of such Indemnified Person, appoint lawyers reasonably satisfactory to such Indemnified Person to represent such Indemnified Person and shall be liable to pay the fees and expenses of such lawyers related to such proceedings. In any proceeding, any Indemnified Person shall have the right to retain its own lawyer in place of that appointed by the Issuer but the reasonable fees and expenses of such lawyers shall be at the expense of such Indemnified Person unless (i) the Issuer and such Indemnified Person shall have mutually agreed in writing to the retention of such lawyers, or (ii) such Indemnified Person has defences additional to or different from the Issuer or (iii) the Issuer fails, within a reasonable time, to appoint lawyers reasonably satisfactory to such Indemnified Person. The Issuer may assume the defence of any proceedings unless the Indemnified

Person reasonably objects to the assumption of the defence on the ground that there may be legal defences available to it which are different from or in addition to those available to the Issuer. If the Issuer assumes the defence of any proceeding, it shall keep the Indemnified Person informed of all material progress in the proceedings and shall not settle the proceedings without the prior written consent of the Indemnified Person, *mutatis mutandis* on the same terms and conditions as set out in clause 8.4.

- 8.4 The Issuer shall not be liable for any settlement of any such proceedings purported to be effected by any Indemnified Person without the written consent of the Issuer (such consent not being unreasonably withheld or delayed), but if settled with such consent or if there be a final judgement for the plaintiff, the Issuer agrees to indemnify the relevant Indemnified Persons from and against any loss or liability by reason of such settlement or judgement. Should the Issuer withhold its consent and the relevant Indemnified Persons be of the opinion that such withholding is unreasonable, the parties shall refer the matter to senior counsel appointed by the parties jointly, or failing agreement on the identity of the senior counsel, a senior counsel appointed by the Johannesburg Bar Council, whose decision, in the absence of manifest error as to the reasonableness or otherwise of the withholding of consent by the Issuer, shall be binding on the parties. The costs shall be borne by the party which is substantially unsuccessful in the dispute. Notwithstanding the foregoing, if at any time any Indemnified Person shall have requested the Issuer to consent to a proposed settlement and the Issuer fails to respond to such request within 30 (thirty) days, the Issuer shall be liable for any settlement of any such proceeding effected without their written consent. The Issuer shall not, without the written consent of the relevant Indemnified Person (which consent shall not unreasonably be withheld or delayed), effect the settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability in respect of the subject of such proceeding.
- 8.5 Notwithstanding anything to the contrary contained herein, no Indemnified Person shall be liable to indemnify the Issuer for the acts or omissions of any other Indemnified Person.

## 9. **AUTHORITY TO DISTRIBUTE DOCUMENTS**

The Issuer hereby authorises the Dealers on their behalf to provide copies of, and make oral statements consistent with (i) the Programme Memorandum, or (ii) such additional information provided in writing by the Issuer in relation to the Programme to the Dealers or approved for the Dealers to use to actual and potential purchasers of Notes or (iii) such other information which relates to the Programme and/or issue of Notes as is published in the public domain by the Issuer to actual and potential purchasers of Notes.

## 10. **DEALERS' UNDERTAKINGS AND INDEMNITY**

- 10.1 Each Dealer agrees to comply with the restrictions and agreements set out in Schedule 2 (*Selling Restrictions*) hereto. Each Dealer hereby severally but not jointly indemnifies the Issuer, its Subsidiaries, their representatives, directors, officers, employees and agents, as well as each holding company (as defined in the Companies Act), against any and all losses, costs, claims, damages, liabilities,

expenses (including, but not limited to legal costs and expenses reasonably incurred) or demands (or actions in respect thereof) which any of them may incur or which may be made against any of them (but excluding any recovery for indirect or consequential damages), to which any of them may become subject, insofar as such losses, costs, claims, damages, liabilities, expenses or demands (or actions in respect thereof) arise out of or are based upon the failure of each Dealer to observe or comply with any of the selling restrictions or requirements set out in Schedule 2 (*Selling Restrictions*), provided that no Dealers shall in no circumstances be liable for any losses, costs, claims, damages, liabilities, expenses or demands (or actions in respect thereof) where such arise from the wilful default or gross negligence of the Issuer.

10.2 The provisions of clauses 8.3 and 8.4 as to the conduct and expense of conducting any defence against any action, proceeding, claim or demand in respect of which indemnity in clause 10 may be sought shall apply *mutatis mutandis* to the indemnity in clause 10.

## 11. DEBT SPONSOR UNDERTAKINGS AND INDEMNITY

11.1 The Debt Sponsor undertakes that it will comply with and use its reasonable commercial endeavours to ensure that the Issuer complies with the provisions of the debt listings requirements of the relevant Financial Exchange.

11.2 The Debt Sponsor undertakes that it will maintain its accreditation as a debt sponsor in accordance with the debt listings requirements of the relevant Financial Exchange for the duration of the listing of the Programme or the Notes, as the case may be.

11.3 The Debt Sponsor hereby severally indemnifies the Issuer and its Subsidiaries, their respective representatives, directors, officers, employees and agents, as well as each holding company (as defined in the Companies Act), against any and all losses, costs, claims, damages, liabilities, expenses (including, but not limited to legal costs and expenses reasonably incurred) or demands (or actions in respect thereof) which any of them may incur or which may be made against any of them (but excluding any recovery for indirect or consequential damages), to which any of them may become subject, insofar as such losses, costs, claims, damages, liabilities, expenses or demands (or actions in respect thereof) arise directly out of or are based directly upon the failure of such Debt Sponsor to observe or comply with any of the provisions of the debt listings requirements of the relevant Financial Exchange, provided that the Debt Sponsor shall in no circumstances be liable for any losses, costs, claims, damages, liabilities, expenses or demands (or actions in respect thereof) where such arise from the wilful default or gross negligence of the Issuer.

11.4 The provisions of clauses 8.3 and 8.4 as to the conduct and expense of conducting any defence against any action, proceeding, claim or demand in respect of which indemnity in clause 11.3 may be sought shall apply *mutatis mutandis* to the indemnity in clause 11.3.

## 12. FEES AND EXPENSES

Except as otherwise agreed in writing in a separate mandate letter entered into between the Issuer, the Dealers, the Arranger and the Debt Sponsor (as applicable), the Issuer undertakes that it will:

- 12.1 pay to the Dealers the commissions agreed in connection with and at the time of each sale of Notes to the Dealers or to a person procured by the Dealers (and any value added tax or other tax thereon, if necessary);
- 12.2 pay (together with any value added tax or other tax thereon, if necessary):
  - 12.2.1 the reasonable fees and expenses of its legal advisers and auditors;
  - 12.2.2 the cost of listing and admission to trading and maintaining the listing of any listed Notes to be issued by it under the Programme on a Financial Exchange;
  - 12.2.3 the cost of obtaining any credit rating for the Notes if a credit rating is required;
  - 12.2.4 all expenses in connection with the updating of the Programme and the issue, authentication, packaging and initial delivery of Notes and the preparation of the CSD electronic settlement instruction (in the case of uncertificated Notes), this Agreement, and the preparation and printing of Individual Certificates (if any), the Programme Memorandum and any amendments or supplements thereto (including the updating of any legal opinions issued pursuant to clause 5.6 and of any auditor's comfort letters issued pursuant to clause 7.12); and
  - 12.2.5 the cost of any publicity agreed to in writing by the Issuer in connection with an issue of Notes;
- 12.3 pay to the Arranger the reasonable fees and disbursements of legal advisers appointed to represent the Dealers (including any value added tax or other tax thereon, if necessary) in connection with the updating of the Programme and the negotiation, preparation, execution and delivery of this Agreement, and any documents referred to in it and any other documents required in connection with the updating of the Programme;
- 12.4 pay to the Debt Sponsor the reasonable fees and disbursements in connection with the services rendered by the Debt Sponsor in terms of the debt listings requirements of the relevant Financial Exchange and this Agreement; and
- 12.5 pay promptly, and in any event before any penalty becomes payable, any securities transfer tax, documentary, registration or similar duty or tax (including any stamp duty) imposed within South Africa and payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Agreement, any communication pursuant hereto, or any Note and the Issuer hereby indemnifies the Arranger, the Dealers and the Debt Sponsor against any liability with respect to or resulting from any delay in paying, or omission to pay, any such duty or tax.

All payments by the Issuer under this Agreement shall be paid without set-off or counterclaim, and free and clear of and without deduction or withholding for or on account of, any present or future taxes, levies, imposts, duties, fees, assessments or other charges of whatever nature imposed by South Africa, in respect of South Africa, by any department, agency or other political subdivision or taxing authority thereof or therein, and all interest, penalties or similar liability with respect thereto (**Taxes**). If any Taxes are required by law to be deducted or withheld in connection with any such payment, the Issuer will increase the amount paid so that the full amount of such payment is received by the payee as if no such withholding or deduction had been made.

### 13. TERMINATION OF THE APPOINTMENT OF THE ARRANGER AND DEALERS

- 13.1 The Issuer, the Arranger or the Dealers, as the case may be, may terminate the arrangements which relate to it described in this Agreement by giving not less than 45 (forty-five) days' written notice to the other parties hereto. Subject to the Terms and Conditions, the Issuer may terminate the appointment of an Arranger or a Dealer(s), as the case may be, by giving not less than 45 (forty-five) days' written notice to such Arranger(s) or Dealer(s), as the case may be, (with a copy promptly thereafter to all the other Dealers, Debt Sponsor and the Transfer Agent). Termination shall not affect any rights or obligations (including but not limited to those arising under clauses 8, 10 and/or 12) which have accrued at the time of termination or which accrue thereafter in relation to any act or omission or alleged act or omission which occurred prior to such time.
- 13.2 The resignation or removal of an Arranger as provided in this clause 13 shall only take effect upon the appointment by the Issuer as hereinafter provided, of a successor Arranger. The Issuer agrees with the Arranger that if, by the day falling 10 (ten) days before the expiry of any notice under clause 13.1 above, a successor Arranger, has not been appointed, then the Arranger, shall be entitled, on behalf of the Issuer, to appoint as a successor Arranger, in its place a reputable financial institution of good standing which the Issuer shall approve (such approval is not to be unreasonably withheld or delayed).

### 14. APPOINTMENT OF NEW DEALERS

- 14.1 Nothing in this Agreement shall prevent the Issuer from appointing one or more New Dealers, for the duration of the Programme or, with regard to an issue of a particular Tranche of Notes, for the purposes of that Tranche, in either case upon the terms of this Agreement and provided that, unless such appointment is effected pursuant to a Subscription Agreement:
- 14.1.1 any New Dealer shall have first delivered to the Issuer an appropriate Dealer Accession Letter substantially in the form set out in Schedule 3 hereto; and
- 14.1.2 the Issuer shall have delivered to such New Dealer an appropriate Dealer Confirmation Letter substantially in the form set out in Schedule 3 hereto,

whereupon or upon the execution of the relevant Subscription Agreement (if applicable) such New Dealer shall, subject to the terms of the relevant Dealer Accession Letter and the relevant Dealer Confirmation Letter, become a party to this Agreement, vested with all authority, rights, powers, duties and obligations of the Dealers as if originally named as a Dealer hereunder provided further that, except in the case of the appointment of a New Dealer for the duration of the Programme, following the Issue Date of the relevant Tranche, the relevant New Dealers shall have no further such authority, rights, powers, duties or obligations except such as may be accrued or been incurred prior to and in connection with, the issue of such Tranche.

- 14.2 The Issuer shall promptly notify the Transfer Agent (if any) and the other Dealers of any appointment of a New Dealer for the duration of the Programme by supplying to such parties a copy of the Dealer Accession Letter and Dealer Confirmation Letter.



## 15. APPOINTMENT OR RESIGNATION OF DEBT SPONSOR

15.1 Nothing in this Agreement shall prevent the Issuer from appointing one or more new Debt Sponsor, for the duration of the Programme or, with regard to the listing of a particular Tranche of Notes, for the purposes of that Tranche, in either case upon the terms of this Agreement and provided that:

15.1.1 subject to any amendments and/or supplements to the JSE Debt Listings Requirements:

15.1.1.1 the Issuer shall advise the JSE in writing of the appointment or the resignation of any Debt Sponsor;

15.1.1.2 the Issuer shall appoint a new Debt Sponsor within 30 (thirty) Business Days from the date of resignation of any Debt Sponsor;

15.1.1.3 the reasons for any Debt Sponsor's resignation shall be notified in writing by the Issuer and such Debt Sponsor to the JSE immediately upon such resignation;

15.1.1.4 the new Debt Sponsor must request a copy of the written reasons for the outgoing Debt Sponsor's resignation and the outgoing Debt Sponsor must provide such written reasons within 5 (five) Business Days of such request;

15.1.2 any new Debt Sponsor shall deliver to the Issuer an appropriate Debt Sponsor Accession Letter substantially in the form set out in Schedule 4 hereto; and

15.1.3 the Issuer shall deliver to such new Debt Sponsor an appropriate Debt Sponsor Confirmation Letter substantially in the form set out in Schedule 4,

whereupon such Debt Sponsor shall, subject to the terms of the Debt Sponsor Accession Letter and the Debt Sponsor Confirmation Letter, become a party to this Agreement, vested with all authority, rights, powers, duties and obligations of an Debt Sponsor as if originally named as a Debt Sponsor hereunder provided further that, except in the case of the appointment of a new Debt Sponsor for the duration of the Programme, following the Issue Date of the relevant Tranche, the relevant new Debt Sponsor shall have no further such authority, rights, powers, duties or obligations except such as may be accrued or been incurred prior to and in connection with, the issue of such Tranche.

15.2 The Issuer shall notify the Dealers, the Debt Sponsor in respect of the Programme and any Debt Sponsor in respect of a Tranche of Notes (if applicable) of any appointment of a new Debt Sponsor by supplying to such parties a copy of any Debt Sponsor Accession Letter.

## 16. TERMINATION OF THE APPOINTMENT OF THE DEBT SPONSOR

16.1 Subject to any amendments and/or supplements to the JSE Debt Listings Requirements:

16.1.1 if the Debt Sponsor's appointment is terminated by the Issuer:

16.1.1.1 such termination must be approved by the board of directors of the Issuer;

16.1.1.2 the Issuer and the Debt Sponsor must submit a written report to the JSE specifying the reasons for such termination within 48 (forty eight) hours of the date of termination;

- 16.1.1.3 the Issuer must immediately publish a SENS announcement confirming the termination of the Debt Sponsor's appointment;
- 16.1.1.4 the Issuer must appoint a new Debt Sponsor within 30 (thirty) Business Days of the date upon which the outgoing Debt Sponsor ceased to act, inform the JSE of such appointment and publish a further SENS announcement specifying the replacement Debt Sponsor; and
- 16.1.1.5 the new Debt Sponsor must request a copy of the written report of the outgoing Debt Sponsor's termination and the outgoing Debt Sponsor must provide such written report within 5 (five) Business Days of such request.
- 16.1.2 The Issuer shall in addition notify the Arranger and the Dealers of the termination of the Debt Sponsor's appointment and the appointment of a new Debt Sponsor.

**17. INCREASE IN THE AGGREGATE NOMINAL AMOUNT OF THE PROGRAMME**

- 17.1 From time to time the Issuer may wish to increase the aggregate Nominal Amount of the Notes that may be issued under the Programme. In such circumstances, the Issuer may give notification of such an increase (subject as set out in clause 17.2) by delivering to the Arranger, the Dealers, the Debt Sponsor in respect of the Programme, the other Debt Sponsor, the Transfer Agent, the Calculation Agent, the Paying Agent and the relevant Financial Exchange a letter substantially in the form set out in Schedule 5 hereto. Upon such notice being given to the Arranger, the Dealers, the Debt Sponsor in respect of the Programme, the other Debt Sponsor, the Transfer Agent, the Calculation Agent, the Paying Agent, and the relevant Financial Exchange, all references in this Agreement, the Agency Agreement, the Programme Memorandum or any other agreement, deed or document in relation to the Programme, of a certain aggregate Nominal Amount, shall be deemed to be references to the increased aggregate Nominal Amount.
- 17.2 Notwithstanding clause 17.1, the right of the Issuer to increase the aggregate Nominal Amount of the Programme shall be subject to the Arranger, the Dealers, Debt Sponsor in respect of the Programme and the other Debt Sponsor having received and found satisfactory (in their reasonable opinion) all the documents and confirmations described in Part II of Schedule 1 (*Subsequent Documentation List*) hereto (with such changes as may be relevant with reference to the circumstances at the time of the proposed increase as are agreed between the Issuer and the Dealers, the Arranger, Debt Sponsor in respect of the Programme and the other Debt Sponsor), and the fulfilment of any further conditions precedent that any of the Dealers, the Arranger, Debt Sponsor in respect of the Programme and the other Debt Sponsor may reasonably require, including, without limitation, the production of a supplementary Programme Memorandum by the Issuer and any further or other documents required by the relevant Financial Exchange for the purpose of listing any Notes to be issued on the relevant Financial Exchange. The Dealers, Arranger, Debt Sponsor in respect of the Programme and the other Debt Sponsor must notify the Arranger and the Issuer within 10 (ten) Business Days (or such shorter period as may be agreed between the Issuer, the Arranger and the relevant Dealer(s)) of receipt of the documents and confirmations described in Part II of Schedule 1 (*Subsequent Documentation List*) hereto if it considers any to be unsatisfactory in its reasonable opinion and, in the absence of such notification, the Dealers, Arranger, Debt Sponsor in

respect of the Programme or Debt Sponsor shall be deemed to consider such documents and confirmations to be satisfactory.

## **18. STATUS OF THE DEALERS, ARRANGER AND DEBT SPONSOR**

- 18.1 Each of the Dealers agrees that the Arranger and the Debt Sponsor only acts in an administrative capacity to facilitate the establishment, maintenance and/or update of the Programme and/or issue of Notes (where applicable) and none of the Arranger, the Dealers nor the Debt Sponsor have any responsibility for the adequacy, accuracy, completeness or reasonableness of any representation, warranty, undertaking, agreement, statement or information given by the Issuer in the Programme Memorandum, any Applicable Pricing Supplement, this Agreement, the Agency Agreement or any information provided in connection with the Programme (save for any such information provided by them or relating to them) or the nature and suitability of all legal, tax and accounting matters and all documentation in connection with the Programme or any Tranche of Notes issued under the Programme.
- 18.2 The Arranger, the Dealers and the Debt Sponsor shall have only those duties, obligations and responsibilities expressly specified in this Agreement as relating to it.
- 18.3 The Arranger, the Dealers and the Debt Sponsor record that, notwithstanding anything to the contrary contained in this Agreement:
- 18.3.1 the obligations of the Arranger, Dealers and Debt Sponsor are separate and independent of the obligations of any other Arranger, any other Dealers or Debt Sponsor. Accordingly, no Arranger, Dealers or Debt Sponsor shall be responsible or liable for, the acts or omissions of any other Arranger, Dealers, or Debt Sponsor, and failure by any one Arranger, any Dealer or Debt Sponsor shall not mean or constitute fault or failure on the part of any other Arranger, any other Dealer or Debt Sponsor; and
- 18.3.2 the rights of the Dealers, Arranger and Debt Sponsor under this Agreement are separate and independent of the rights of any other Dealers or Arranger under this Agreement and, accordingly, the Dealers, Arranger or Debt Sponsor may, unless specifically stated otherwise, separately enforce those rights.

## **19. BENEFIT OF AGREEMENT**

- 19.1 This Agreement shall be binding upon and shall inure for the benefit of the Issuer, the Arranger, the Dealers, the Debt Sponsor and their respective successors and permitted assignees.
- 19.2 The Arranger, the Dealers and any Debt Sponsor may, with the prior written consent of the Issuer, assign and transfer all of such Arranger's, Dealers' or Debt Sponsor's rights and obligations hereunder in whatever form as such Arranger, Dealers or Debt Sponsor determines may be appropriate. Any purported transfer or assignment in violation of this provision shall be void. Upon any such transfer and assumption of obligations, the assigning or transferring Arranger, Dealers or Debt Sponsor shall be relieved of and fully discharged from all obligations under this Agreement, whether such obligations arose before or after such transfer and assumption and the relevant assignee or transferee shall be obliged to fulfil all such obligations. Subject to the foregoing, the relevant

assignee or transferee shall be treated as if it were a party to this Agreement with effect from the date on which such assignment or transfer takes effect.

## 20. **CALCULATION AGENT**

In the case of any Series of Notes which requires the appointment of a Calculation Agent, the person named in the Programme Memorandum shall act as Calculation Agent, unless the relevant Dealers or (in the case of a syndicated issue) the Lead Manager(s) agrees with the Issuer to appoint the Dealers or Lead Manager(s) or a person nominated by the Dealers or Lead Manager(s) as Calculation Agent. In such event an agreement will be entered into setting out the terms and conditions of the appointment. The name of the Dealers, Lead Manager(s) or nominee so appointed will be entered in the relevant Applicable Pricing Supplement.

## 21. **NOTICES AND DOMICILIA**

### 21.1 **Communication in writing**

21.1.1 Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by registered mail, hand delivery or email.

21.1.2 Communications in connection with this Agreement may also be given by any other form of electronic communication previously approved in writing by the Parties.

### 21.2 **Addresses**

21.3 The physical and email addresses (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement are:

21.3.1 **Issuer:**

21.3.2 **Land and Agricultural Development Bank of South Africa**

Block B, Eco Glades Office Park  
420 Witch Hazel Road  
Eco Park  
Centurion, 0157  
South Africa

Attention : Mr B Van Rooy  
Telefax No : +27 12 686 0914  
Email : BVanRooy@landbank.co.za

21.3.3 **Arranger, Initial Dealer and Debt Sponsor:**

21.3.3.1 **The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division**

30 Baker Street  
Rosebank  
Johannesburg  
2001  
South Africa

Attention : Ms Z Sisulu  
Email: : [zoya.sisulu@standardbank.co.za](mailto:zoya.sisulu@standardbank.co.za)  
Telefax : +27 86 587 6816

21.3.3.2 **Absa Bank Limited, acting through its Corporate and Investment Banking division**

15 Alice Lane  
Sandton  
Johannesburg  
2146  
South Africa

Attention : Mr K Naidoo  
Email : [kumeshen.naidoo@barclays.com](mailto:kumeshen.naidoo@barclays.com)  
Telefax : +27 11 895 6555

21.3.3.3 **FirstRand Bank Limited, acting through its Rand Merchant Banking**

1 Merchant Place  
Cnr Fredman Drive and Rivonia Road  
Sandton  
Johannesburg  
2146  
South Africa

Attention : Mr D Wood  
Email : [dale.wood@rmb.co.za](mailto:dale.wood@rmb.co.za)  
Telefax : +27 11 384 3285

21.3.3.4 **Nedbank Limited, acting through its Corporate and Investment Banking Division**

6<sup>th</sup> Floor Corporate Place  
135 Rivonia Road  
Sandown  
Sandton, 2196

South Africa

Attention : Mr B Stewart  
Telefax : +27 11 294 4481  
E-mail : [BruceS@nedbank.co.za](mailto:BruceS@nedbank.co.za)

21.3.3.5 **Vunani Capital (Proprietary) Limited**

Vunani House  
Vunani Office Park  
151 Katherine Street  
Sandton  
Johannesburg  
2196  
South Africa

Attention : Mr D Steinbuch  
Email : [dsteinbuch@vunanicaptial.co.za](mailto:dsteinbuch@vunanicaptial.co.za)  
Telefax : +27086 681 7310

or any substitute address or fax number or department or officer as a Party may notify to the other Parties by not less than 5 (five) Business Days' written notice.

21.4 **Domicilia**

21.4.1 Each of the Parties chooses its physical address provided under Clause 21.2 (*Addresses*) as its *domicilium citandi et executandi* at which documents in legal proceedings in connection with this Agreement may be served.

21.4.2 Any Party may by written notice to the other Parties change its *domicilium* from time to time to another address, not being a post office box or a *poste restante*, in South Africa, provided that any such change shall only be effective on the 14<sup>th</sup> (fourteenth) day after deemed receipt of the notice by the other Parties pursuant to Clause 21.5 (*Delivery*).

21.5 **Delivery**

21.5.1 Any communication or document made or delivered by one person to another under or in connection with this Agreement will:

21.5.1.1 if by way of email, be deemed to have been received upon receipt in a readable form by the recipient;

21.5.1.2 if delivered by hand, be deemed to have been received at the time of delivery; and

21.5.1.3 if by way of courier service or registered post, be deemed to have been received on the 7<sup>th</sup> (seventh) Business Day following the date of such sending,

- 21.5.2 and provided, if a particular department or officer is specified as part of its address details provided under Clause 21.2 (*Addresses*), if such communication or document is addressed to that department or officer, unless the contrary is proved.
- 21.5.3 Any communication or document to be made or delivered to a Party will be effective only if it is expressly marked for the attention of the department or officer specified as part of its address details provided under Clause 21.2 (*Addresses*) (or any substitute department or officer as that Party shall specify for this purpose).
- 21.5.4 Subject to Clause 21.5.1 and Clause 21.5.3 but notwithstanding anything else to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen physical address and/or e-mail address.
- 21.5.5 Any communication or document which becomes effective, in accordance with Clause 21.5.1, after 17h00 in the place of receipt shall be deemed only to become effective on the following day.

## 21.6 **Electronic communication**

- 21.6.1 Any communication to be made between the Parties under or in connection with this Agreement may be made by electronic mail or other electronic means, if the Parties:
- 21.6.1.1 agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
- 21.6.1.2 notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- 21.6.1.3 notify each other of any change to their address or any other such information supplied by them.
- 21.6.2 Any electronic communication made between the Parties will be effective only when actually received in readable form.

## 21.7 **English Language**

Any notice or other document given under or in connection with this Agreement must be in English.

## 22. **CONFIDENTIALITY**

- 22.1 Each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing its obligations under this Agreement which relates to:
- 22.1.1 the provisions of this Agreement;
- 22.1.2 the negotiations relating to this Agreement;
- 22.1.3 the subject matter of this Agreement; and/or
- 22.1.4 the other parties,

- 22.2 (the **Confidential Information**).
- 22.3 A party may disclose Confidential Information if and to the extent:
- 22.3.1 required by law, regulation or statute;
  - 22.3.2 required by any securities exchange or regulatory or governmental body to which any party is subject, wherever situated, whether or not the requirement for information has the force of law;
  - 22.3.3 required to vest the full benefit of this Agreement in any party;
  - 22.3.4 disclosed to the professional advisers, auditors and bankers of each party;
  - 22.3.5 the information has come into the public domain through no fault of that party; and/or
  - 22.3.6 the party to whom the information relates has given prior written approval to the disclosure,
- 22.4 provided that any Confidential Information so disclosed shall be disclosed only after written notification to the party to whom the Confidential Information relates.

23. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of South Africa.

24. **JURISDICTION**

The parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg (or any successor to that division) in regard to all matters arising from this Agreement.

25. **SEVERABILITY**

Each provision in this Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, and without limiting the generality of the foregoing, the parties hereto acknowledge their intention to continue to be bound by this Agreement notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.

26. **GENERAL**

- 26.1 This document constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.
- 26.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.




- 26.3 No addition to, variation or consensual cancellation of this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of all the parties.
- 26.4 No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this Agreement or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof except to the extent of the latitude, extension of time or other indulgence given.
- 26.5 The parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.


27. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of the party or parties executing the same and all of which together will be deemed to constitute one and the same agreement.

SIGNED at Midrand on this the 13<sup>th</sup> day of March 2017.

For and on behalf of  
**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH  
AFRICA**  
(as Issuer)

  
\_\_\_\_\_  
Signatory: Bonnie von Rooy  
Capacity: CFD  
Who warrants his authority hereto

  
\_\_\_\_\_  
Signatory: T.P. Ntshato  
Capacity: CEO  
Who warrants his authority hereto

SIGNED at Sandton on this the 13<sup>th</sup> day of March 2017.

For and on behalf of  
**THE STANDARD BANK OF SOUTH AFRICA LIMITED, ACTING  
THROUGH ITS CORPORATE AND INVESTMENT BANKING  
DIVISION**  
(as Arranger, Initial Dealer and Debt Sponsor)



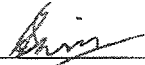
Signatory: M. Conaghan  
Capacity: Executive: DCM  
Who warrants his authority hereto

SIGNED at Sandton on this the 13<sup>th</sup> day of March 2017.

For and on behalf of  
**ABSA BANK LIMITED, ACTING THROUGH ITS CORPORATE  
AND INVESTMENT BANKING DIVISION**  
(as Dealer)



Signatory: KUMES HENNALOW  
Capacity: HEAD : DCM  
Who warrants his authority hereto



Signatory: SAMUEL ERWIN  
Capacity: AUTHORISED SIGNATORY  
Who warrants his authority hereto

SIGNED at Sandton on this the 13<sup>th</sup> day of March 2017.

For and on behalf of  
**FIRSTRAND BANK LIMITED, ACTING THROUGH ITS RAND  
MERCHANT BANKING**  
(as Dealer)



Signatory: RL Manton  
Capacity: Auth. SGR  
Who warrants his authority hereto



Signatory: S Moxley  
Capacity: Authorised  
Who warrants his authority hereto

SIGNED at STURTON on this the 13<sup>th</sup> day of March 2017.

For and on behalf of  
**NEDBANK LIMITED**  
**ACTING THROUGH ITS CORPORATE AND INVESTMENT**  
**BANKING DIVISION**  
(as Dealer)



Signatory: B. STEWART  
Capacity: AUTHORIZED SIGNATORY  
Who warrants his authority hereto



Signatory: H. Arkermam  
Capacity: AUTHORIZED SIGNATORY  
Who warrants his authority hereto

SIGNED at Sardar on this the 13<sup>th</sup> day of March 2017.

For and on behalf of  
**VUNANI CAPITAL (PROPRIETARY) LIMITED**  
(as Debtor)



\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto



\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto

## SCHEDULE 1

### PART I: INITIAL DOCUMENTATION LIST

1. A certified copy of the constitutive documents of the Issuer.
2. A certified copy of all resolutions and other authorisations required to be passed or given, and evidence of any other action required to be taken, on behalf of the Issuer:
  - 2.1 to approve its entry into this Agreement, the Programme Memorandum, the Agency Agreement, the creation of the Programme and the issue of Notes under the Programme;
  - 2.2 to authorise appropriate persons to execute each of this Agreement, the Agency Agreement, any Relevant Agreement and Notes issued under the Programme and to take any other action in connection therewith; and to authorise appropriate persons to enter into agreements with the Dealers to issue Notes in accordance with clause 4 of this Agreement.
3. Certified copies of any governmental consents, authorities and approvals, to the extent applicable, required for the Issuer to issue Notes and to enter into this Agreement, the Programme Memorandum, the Agency Agreement and any Relevant Agreement, as the case may be.
4. Legal opinions addressed to the Arranger and the Dealers dated on or after the date of this Agreement, in such form and with such content as the Arranger and the Dealers may reasonably require, from Bowman Gilfillan Inc., legal adviser to the Issuer, the Arranger and the Dealers as to South African law.
5. A certified copy of this Agreement and the Agency Agreement and, where applicable, confirmation that executed copies of such documents have been delivered to the Transfer Agent (if any).
6. A certified copy of the final version of the signed Programme Memorandum.
7. Comfort letters from the independent auditor of the Issuer in such form and with such content as the Dealers may reasonably request.
8. Confirmation that the relevant Financial Exchange will list the Notes to be issued under the Programme.



## SCHEDULE 1

### PART II: SUBSEQUENT DOCUMENTATION LIST

1. A certified copy of the constitutive documents of the Issuer or confirmation that they have not changed since they were last submitted to each of the Dealers.
2. A certified copy of all resolutions, governmental consents and other authorisations required to be passed or given, and evidence of any other action required to be taken, on behalf of the Issuer to approve the increase in the amount of the Programme.
3. Legal opinions addressed to each of the Arranger and the Dealers dated on or after the date of this Agreement, in such form and with such content as the Arranger and the Dealers may reasonably require, from the legal advisers to the Arranger and the Dealers as to South African law and from the legal advisers to the Issuer as to South African law.
4. A certified copy of the final version of the Programme Memorandum.
5. Confirmation that the relevant Financial Exchange has approved the increased Programme.
6. .Comfort letters from the independent auditor of the Issuer in such form and with such content as the Dealers may reasonably request.

**SCHEDULE 2**  
**SELLING RESTRICTIONS**

**South Africa**

Prior to the issue of any Tranche of Notes under the Programme, each Dealer has (or will have) represented, warranted and agreed that it (i) will not offer Notes for subscription, (ii) will not solicit any offers for subscription for or sale of the Notes, and (iii) will itself not sell or offer the Notes in South Africa in contravention of the Companies Act, Banks Act, Exchange Control Regulations and/or any other Applicable Laws and regulations of South Africa in force from time to time.

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that it will not make an "offer to the public" (as such expression is defined in the Companies Act, and which expression includes any section of the public) of Notes (whether for subscription, purchase or sale) in South Africa. This Agreement does not, nor is it intended to, constitute a prospectus prepared and registered under the Companies Act.

*Offers not deemed to be offers to the public*

As at the date of this Agreement, an offer for subscription for, or sale of, Notes are not deemed to be offers to the public if:

made to certain investors contemplated in section 96(1)(a) of the Companies Act; or

the total contemplated acquisition cost of Notes, for any single addressee acting as principal, shall be equal to or greater than ZAR1,000,000, or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the Companies Act.

Information made available in this Agreement should not be considered as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002.

**United States**

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account of or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Prior to the issue of any Tranche of Notes under the Programme, any Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that:

the Notes in that Tranche have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account of or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act;

it has not offered, sold or delivered any Notes in that Tranche and will not offer, sell or deliver any Notes in that Tranche (i) as Part of their distribution at any time or (ii) otherwise until 40 (forty) days after completion of the distribution, as determined and certified by the Dealers or, in the case of an issue of such Notes on a

syndicated basis, the relevant Lead Manager, of all Notes of the Series of which that Tranche of Notes is a part, within the United States or to, or for the account or benefit of, U.S. persons;

it will send to the Dealers to which it sells any Notes in that Tranche during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of such Notes within the United States or to, or for the account or benefit of, U.S. persons; and

it, its affiliates and any persons acting on its or any of its affiliates behalf have not engaged and will not engage in any directed selling efforts in the United States (as defined in Regulation S under the Securities Act) with respect to the Notes in that Tranche and it, its affiliates and any persons acting on its or any of its affiliates' behalf have complied and will comply with the offering restrictions requirements of Regulation S.

Until 40 (forty) days after the commencement of the offering of a Series of Notes, an offer or sale of such Notes within the United States by the Dealers (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 an exemption from registration under the Securities Act.

### **European Economic Area**

Prior to the issue of any Tranche of Notes under the Programme, the Dealers who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a **Relevant Member State**), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of any of such Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of any of such Notes to the public in that Relevant Member State:

in the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State in accordance with the Prospectus Directive and/or, where appropriate, published in another Relevant Member State and notified to the competent authority in that Relevant Member State in accordance with Article 18 of the Prospectus Directive and ending on the date which is 12 (twelve) months after the date of such publication;

at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

at any time to fewer than 100 (one hundred) or, if the relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 (one hundred and fifty), natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealers or Dealers nominated by the Issuer for any such offer; or

at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "*offer of Notes to the public*" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the

Prospectus Directive in that Member State and the expression "*Prospectus Directive*" means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression "*2010 PD Amending Directive*" means Directive 2010/73/EU.

### **United Kingdom**

Prior to the issue of any Tranche of Notes under the Programme, any Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that:

in relation to any of the Notes in that Tranche which have a maturity of less than one year, (i) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any of such Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of such Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act, 2000 (the **FSMA**) by the Issuer;

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 FSMA) received by it in connection with the issue or sale of any of the Notes in that Tranche in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer; and

it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any of the Notes in that Tranche in, from or otherwise involving the United Kingdom.

### **General**

Prior to the issue of any Tranche of Notes under the Programme, any Dealer who has (or will have) agreed to place that Tranche of Notes will be required to agree that:

it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in each jurisdiction in which it purchases, subscribes or procures the subscription for, offers or sells Notes in that Tranche or has in its possession or distributes the Programme Memorandum and will obtain any consent, approval or permission required by it for the purchase, subscription, offer or sale by it of Notes in that Tranche under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, subscription, offers or sales; and

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

Neither the Issuer nor any of the Dealers represent that Notes may at any time lawfully be subscribed for or sold in compliance with any applicable registration or other requirements in any jurisdiction or pursuant to any exemption available thereunder nor assumes any responsibility for facilitating such subscription or sale.

**SCHEDULE 3**  
**PART I: FORM OF DEALER ACCESSION LETTER - PROGRAMME**

To: **Land and Agricultural Development Bank of South Africa**  
Block B, Eco Glades Office Park  
420 Witch Hazel Road  
Eco Park  
Centurion, 0157  
South Africa  
(the **Issuer**)

**[Date]**

Dear Sirs

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 Domestic medium term NOTE Programme**

We refer to the Programme Agreement dated 13 March 2017 entered into in respect of the Land and Agricultural Development Bank of South Africa ZAR20,000,000,000 Note Programme and amongst the Issuer, the Arranger, the Dealers and the Debt Sponsor party thereto (which agreement, as amended from time to time, is herein referred to as the **Programme Agreement**).

**Conditions Precedent**

We confirm that we are in receipt of the documents referenced below:

1. a copy of the Programme Agreement; and
2. a copy of such of the documents referred to in Part I of Schedule 1 of the Programme Agreement as we require, and have found them to our satisfaction. We hereby expressly waive production of any of the documents referred to in Schedule 1 of the Programme Agreement which we have not requested.\*
3. For the purposes of the Programme Agreement our notice details are as follows:
4. [insert name, address, telephone, facsimile, telex (+ answerback) and attention].
5. In consideration of the appointment by the Issuer of us as a Dealer under the Programme Agreement we hereby undertake, for the benefit of the Issuer, the Arranger and each of the other Dealers, that we will perform and comply with all the duties and obligations expressed to be assumed by the Dealers under the Programme Agreement.

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\* It is important to ensure that each original legal opinion and comfort letter permits it to be delivered to, and relied upon by New Dealers; otherwise a side letter to this effect should be provided.

6. This letter is governed by, and shall be construed in accordance with the laws of the Republic of South Africa.

Yours faithfully  
*[Name of New Dealer]*

---

Name:  
Capacity:  
Who warrants his/her authority hereto

Cc: The Arranger and the Dealer

**SCHEDULE 3**

**PART II: FORM OF DEALER CONFIRMATION LETTER - PROGRAMME**

To: **[Name and address of New Dealer]**

Cc: **The Arranger and other Dealers**

**[Date]**

Dear Sirs

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME**

We refer to the Programme Agreement dated 13 March 2017 (such agreement, as amended from time to time, the **Programme Agreement**) entered into in respect of the Land and Agricultural Development Bank of South Africa Limited ZAR20,000,000,000 Note Programme and hereby acknowledge receipt of your Dealer Accession Letter to us dated [•].

In accordance with clause 14.1 of the Programme Agreement we hereby confirm that, with effect from the date hereof, you shall become a party to the Programme Agreement, vested with all the authority, rights, powers, duties and obligations of a Dealer as if originally named as Dealer under the Programme Agreement.

Yours faithfully

For and on behalf of  
**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA**

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

**SCHEDULE 3**  
**PART III: FORM OF DEALER ACCESSION LETTER - NOTE ISSUE**

To: **Land and Agricultural Development Bank of South Africa**  
Block B, Eco Glades Office Park  
420 Witch Hazel Road  
Eco Park  
Centurion, 0157  
South Africa  
(the **Issuer**)

**[Date]**

Dear Sirs

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 DOMESTIC MEDIUM TERM NOTE Programme**

We refer to the Programme Agreement dated 13 March 2017 entered into in respect of the Land and Agricultural Development Bank of South Africa ZAR20,000,000,000 Domestic Medium Term Note Programme (which agreement, as amended from time to time, is herein referred to as the **Programme Agreement**).

**Conditions Precedent**

We confirm that we are in receipt of the documents referenced below:

1. a copy of the Programme Agreement; and
2. a copy of such of the documents referred to in Part I of Schedule 1 of the Programme Agreement as we require

and have found them to our satisfaction. We hereby expressly waive production of any of the documents referred to in Schedule 1 of the Programme Agreement which we have not requested.\*

For the purposes of the Programme Agreement our notice details are as follows:

***[insert name, address, telephone, facsimile, telex (+ answerback) and attention].***

In consideration of the Issuer appointing us as the Dealers in respect of the issue of the Tranche of Notes identified as **[Insert]** under the Programme Agreement we hereby undertake, for the benefit of the Issuer as Issuer and the Arranger and the other Dealers that in relation to the issue of the Notes we will perform and comply with all the duties and obligations expressed to be assumed by the Dealers under the Programme Agreement.

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

Yours faithfully

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\* It is important to ensure that each original legal opinion and comfort letter permits it to be delivered to, and relied upon by New Dealers; otherwise a side letter to this effect should be provided.



For and on behalf of  
*[Name of New Dealer]*

---

Name:

Capacity:

Who warrants his/her authority hereto

Cc      the Arranger and the Dealers

**SCHEDULE 3**  
**PART IV: FORM OF DEALER CONFIRMATION LETTER - NOTE ISSUE**

To: **[Name and address of New Dealer]**

Cc: **The Arranger and other Dealers**

**[Date]**

Dear Sirs

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 NOTE DOMESTIC MEDIUM TERM PROGRAMME**

We refer to the Programme Agreement dated 13 March 2017 (such agreement, as amended from time to time, the **Programme Agreement**) entered into in respect of the Land and Agricultural Development Bank of South Africa ZAR20,000,000,000 Note Programme and hereby acknowledge receipt of your Dealer Accession Letter to us dated [•].

In accordance with clause 14.1 of the Programme Agreement we hereby confirm that, with effect from the date hereof in respect of the issue of the Notes specified in your accession letter, you shall become a party to the Programme Agreement, vested with all the authority, rights, powers, duties and obligations of the Dealers in relation to the issue of the Notes as if originally named as Dealers under the Programme Agreement provided that following the issue on the Issue Date of Notes you shall have no further such authority, rights, powers, duties and obligations except such as may have accrued or been incurred prior to and in connection with the issue of the said Notes.

Yours faithfully,

For and on behalf of  
**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA**

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

**SCHEDULE 4**  
**PART I: FORM OF DEBT SPONSOR ACCESSION LETTER**

To: **Land and Agricultural Development Bank of South Africa**  
Block B, Eco Glades Office Park  
420 Witch Hazel Road  
Eco Park  
Centurion, 0157  
South Africa  
(the **Issuer**)

**[Date]**

Dear Sirs

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME**

We refer to the Programme Agreement dated 13 March 2017 entered into in respect of the Land and Agricultural Development Bank of South Africa ZAR20,000,000,000 Domestic Medium Term Note Programme and amongst the Issuer, the Arranger, the Dealers and the Debt Sponsor party thereto (which agreement, as amended from time to time, is herein referred to as the **Programme Agreement**).

**Conditions Precedent**

We confirm that we are in receipt of the documents referenced below:

1. a copy of the Programme Agreement; and
2. a copy of such of the documents referred to in Part I of Schedule 1 of the Programme Agreement as we require,

and have found them to our satisfaction. We hereby expressly waive production of any of the documents referred to in Schedule 1 of the Programme Agreement which we have not requested.

For the purposes of the Programme Agreement our notice details are as follows:

*[insert name, address, telephone, facsimile, telex (+ answerback) and attention].*

In consideration of the appointment by the Issuer of us as a Debt Sponsor [for the Programme / in respect of the issue of *[insert]* Notes] under the Programme Agreement we hereby undertake, for the benefit of the Issuer [that in relation to the issue of the Notes] that we will perform and comply with all the duties and obligations expressed to be assumed by the Debt Sponsor under the Programme Agreement and as required in terms of the JSE Debt Listing Requirements as amended or supplemented from time to time.

This letter is governed by, and shall be construed in accordance with the laws of the Republic of South Africa.

Yours faithfully  
**[Name of Debt Sponsor]**

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

Cc: The Arranger and the Dealers

**SCHEDULE 4**  
**PART II: FORM OF DEBT SPONSOR CONFIRMATION LETTER**

To: **[Name and address of New Dealer]**

Cc: **The Arranger and other Dealers**

**[Date]**

Dear Sirs

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME**

We refer to the Programme Agreement dated 13 March 2017 (such agreement, as amended from time to time, the **Programme Agreement**) entered into in respect of the Land and Agricultural Development Bank of South Africa ZAR20,000,000,000 Domestic Medium Term Note Programme and hereby acknowledge receipt of your Debt Sponsor Accession Letter to us dated [•].

In accordance with clause 15.1 of the Programme Agreement we hereby confirm that, with effect from the date hereof [in respect of the Notes specified in your accession letter], you shall become a party to the Programme Agreement, vested with all the authority, rights, powers, duties and obligations of the Debt Sponsor as if originally named the Debt Sponsor under the Programme Agreement [provided that the following the issue on the Issue Date of Notes you should have no further authority, rights, power, duties and obligations except such as may be accrued or been incurred prior to or in connection with the issue of the said Notes]

Yours faithfully

For and on behalf of  
**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA**

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

**SCHEDULE 5**  
**FORM OF LETTER INCREASING IN THE NOMINAL AMOUNT OF THE PROGRAMME**

To: **[Arranger][Dealers][Debt Sponsor][Transfer Agent, Calculation Agent, Paying Agent][Financial Exchange]**

[Date]

Dear Sirs

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME**

We hereby notify you, pursuant to clause 17 of the Programme Agreement, that the aggregate Nominal Amount of the above Programme shall be increased to **[insert]** from **[insert date]** whereupon all references to the current Nominal Amount of the Programme in the Programme Agreement, the Agency Agreement and any other relevant documents will be deemed amended accordingly. We understand that this increase is subject to the satisfaction of the conditions set out in clause 17 of the Programme Agreement.

You must notify the Arranger (in the case of Dealers) and ourselves within 10 (ten) Business Days of receipt by you of those documents and confirmations if you consider (in your reasonable opinion) such documents, confirmations and, if applicable, such further conditions precedent to be unsatisfactory and, in the absence of such notification, you will be deemed to consider such documents to be satisfactory.

Terms used in this letter have the meanings given to them in the Programme Agreement.

Yours faithfully,

For and on behalf of  
**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA**

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

\_\_\_\_\_  
Name:  
Capacity:  
Who warrants his/her authority hereto

**SCHEDULE 6  
FORM OF SUBSCRIPTION AGREEMENT**

**SUBSCRIPTION AGREEMENT**

in respect of the

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA ZAR20,000,000,000 DOMESTIC MEDIUM  
TERM NOTE PROGRAMME**

amongst

**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA (as Issuer)**

and

[•]  
**(as Lead Manager)**

and

[•]  
**(as Manager)**

## SUBSCRIPTION AGREEMENT

### 1. PARTIES

1.1 The parties to this Agreement are:

1.1.1 **LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH AFRICA (as Issuer);**

1.1.2 [INSERT] (as Lead Manager); and

1.1.3 [INSERT] (as Manager).

1.2 The parties agree as set out below.

### 2. INTRODUCTION

2.1 The Issuer proposes to issue **[description of issue]** (the **Notes**) pursuant to the Land and Agricultural Development Bank of South Africa Limited ZAR20,000,000,000 Domestic Medium Term Note Programme pursuant to the Programme Memorandum dated [•] 2017. The terms of the Notes shall be set out in the form of the Applicable Pricing Supplement (the Pricing Supplement) attached to this Subscription Agreement (this **Agreement**) as Annex A.

2.2 This Agreement is supplemental to the Programme Agreement dated 13 March 2017 (the **Programme Agreement**) entered into amongst the Issuer, the Arranger, the Debt Sponsor and the Dealers party thereto. The provisions of the Programme Agreement applicable to the issue of the Notes shall, save to the extent varied by this Agreement, be deemed to be incorporated in this Agreement. All terms with initial capitals used herein without definition have the meanings given to them in the Programme Agreement.

2.3 The parties hereto wish to record the arrangements agreed between them in relation to the issue referred to in clause 2.1.

### 3. APPOINTMENT

3.1 [This Agreement appoints each Manager which is not a party to the Programme Agreement (each a **New Dealer**) as a New Dealer in accordance with the provisions of clause 14 of the Programme Agreement for the purposes of the issue of the Notes. Each New Dealer undertakes for the benefit of the Issuer, the Arranger and each of the other Dealers that, in relation to the issue of the Notes, it will perform and comply with all the duties and obligations expressed to be assumed by the Dealers under the Programme Agreement. The Lead Manager confirms that it is in receipt of the documents referenced below:

3.1.1 a copy of the Programme Agreement; and

3.1.2 a copy of such of the documents referred to in Part I of Schedule 1 of the Programme Agreement as the Lead Manager (on behalf of the Managers) has requested and has provided each of the New Dealers with a copy of those of such documents which the relevant New Dealer has requested.



- 3.1.3 Each New Dealer, accordingly, confirms that all such documents have been found by it to be reasonably satisfactory or that it has waived its right to object to any such document.
- 3.2 In consideration of the Issuer appointing the New Dealer[s] as [a] Dealer[s] in respect of the Notes under the Programme Agreement, [each] [the] New Dealer hereby undertakes, for the benefit of the Issuer, the Arranger and each of the other Dealers that, in relation to the issue of the Notes, it will perform and comply with all the duties and obligations expressed to be assumed by a Dealer under the Programme Agreement, a copy of which it acknowledges it has received from the Lead Manager. Notwithstanding anything contained in the Programme Agreement, [each of the] new Dealer[s] shall be vested with all authority, rights, powers, duties and obligations of a Dealer in relation to the issue of the Notes as if originally named as a Dealer under the Programme Agreement provided that following the Issue Date of the Notes [each of the] New Dealer[s] shall have no further such authority, rights, powers, duties or obligations except such as may be accrued or been incurred prior to, or in connection with, the issue of the Notes.]
- 3.3 [The Dealer is appointed in respect of the issue and placing of the Notes contemplated in this Agreement and is a party to the Programme Agreement and accordingly no new Dealers are appointed in terms of this Agreement.]

#### 4. ISSUE OF NOTES

- 4.1 Subject to the terms and conditions of the Programme Agreement and this Agreement, the Issuer hereby agrees to issue the Notes and the Manager[s] [jointly and severally] [several but not joint] agree to:
- 4.1.1 subscribe for the Notes at a purchase price of [●] percent of the Nominal Amount of the Notes (the Purchase Price), being the issue price of [●] percent less a discount of [●] percent; or
- 4.1.2 procure the subscription for the Notes at a purchase price of [●] percent of the Nominal Amount of the Notes (the **Procurement Purchase Price**) in consideration for which the Issuer agrees to pay the Manager [a commission equal to [●] percent of the Nominal Amount of the Notes (the **Procurement Commission**)]/[a fee as set out in the mandate letter entered into between the Issuer and the Manager dated [●].
- 4.2 In the case of clause 4.1.1 the sum payable on the Issue Date shall be [●] (representing the Purchase Price ), less the amount payable in respect of Managers' expenses specified in clause 5 of this Agreement);
- 4.3 In the case of clause 4.1.2 the sum payable on the Issue Date shall be [●] representing the Procurement Purchase Price less the aggregate of the Procurement Commission and the amount payable in respect of the Managers' expenses specified in clause 5 of this agreement;
- 4.4 Issue Date means [●] or such other time and/or date as the Issuer and the Lead Manager on behalf of the Manager(s) may agree.

## 5. EXPENSES

- 5.1 [The Issuer shall bear and pay (together with any applicable value added or similar tax) all reasonable costs and expenses incurred in or in connection with the printing of the Individual Certificates (if any), this Agreement and the Applicable Pricing Supplement, the listing of the Notes on the Financial Exchange and making initial delivery of the Notes. In addition, the Issuer agrees to pay to the Lead Manager [•] in respect of reasonable legal, travelling, telex, facsimile, telephone, postage and agreed advertising expenses incurred and to be incurred by the Manager in connection with the preparation and management of the issue and distribution of the Notes which sum may be deducted from the Purchase Price [or the Procurement Purchase Price, as the case may be]. The arrangements in relation to expenses have been separately agreed between the Issuer and the Lead Manager.]
- 5.2 The Issuer shall be provided with copies of all marketing material produced by each Manager.

## 6. CONDITIONS PRECEDENT

The obligation of the Manager to [subscribe for] / [or procure the subscription of] the Notes is conditional upon:

- 6.1 the execution by all parties of this Agreement on or prior to the Issue Date;
- 6.2 the conditions set out in clause 5.3 of the Programme Agreement being satisfied as of the Issue Date and, without prejudice to the aforesaid, the Programme Memorandum dated 22 September 2016, [as supplemented by [insert]]; containing all material information relating to the assets and liabilities, financial position, profits and losses of the Issuer and nothing having happened or being expected to happen which would require the Programme Memorandum [, as so supplemented,] to be [further] supplemented or updated; and
- 6.3 the delivery to the Lead Manager on the Issue Date of:
- 6.3.1 legal opinions addressed to the Manager dated the Issue Date in such form and with such contents as the Lead Manager, on behalf of the Managers, may reasonably require from [insert] legal advisers to the Issuer, and from [insert] legal advisers to the Managers;
- 6.3.2 a certificate dated as at the Issue Date signed by a duly authorised officer(s) of the Issuer giving confirmation that:
- 6.3.2.1 all the conditions set out in clause 5.3 of the Programme Agreement have been satisfied (provided that where any condition contains reference to the opinion of the Dealer, such reference has been ignored);
- 6.3.2.2 since the date of the latest audited financial statements of the Issuer there has been no material adverse change in the conditions (financial or otherwise) of the Issuer which is material in the context of the issue of the Notes;
- 6.3.2.3 the representations and warranties of the Issuer contained in clause 7.1 and 7.2 of the Programme Agreement, respectively, are true, accurate and correct in all material respects as, and as if made, at the Issue Date and the Issuer has performed all its material obligations

under the Subscription Agreement or the Programme Agreement, to be performed on or before the Issue Date; and

6.3.2.4 the issue of the Notes by the Issuer would not give rise to any breach of any limit on the borrowings of the Issuer;

6.3.3 comfort letters dated the date hereof and the Issue Date from the independent auditor of the Issuer in such form with such content as the Manager may reasonably request; and

6.3.4 [specify any other conditions precedent].

6.4 If any of the foregoing conditions are not satisfied on or before the Issue Date, this Agreement shall lapse on such date and the parties hereto shall be under no further liability arising out of this Agreement (except for the liability of the Issuer in relation to expenses as provided in clause 5 and except for any liability arising before or in relation to such lapsing), provided that the Lead Manager (on behalf of the Managers) may in its discretion waive any of the aforesaid conditions of the Programme Agreement) or any part of them.

## 7. **TERMINATION**

The Lead Manager (on behalf of the Managers) may, by notice to the Issuer, terminate this Agreement at any time prior to payment of the net purchase money referred to in clause 4 above to the Issuer if in the opinion of the Lead Manager, after consultation with the Issuer, if practicable, there shall have been such a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls as would, in the opinion of the Lead Manager, be likely to prejudice materially the success of the offering or distribution of the Notes or dealings in the Notes in the secondary market, and, upon such notice being given, the parties to this Agreement shall (except for the liability of the Issuer in relation to expenses as provided in clause 5 of this Agreement and except for any liability arising before or in relation to such termination) be released and discharged from their respective obligations under this Agreement.

## 8. **SWORN DECLARATION**

[The Manager undertakes to furnish a sworn declaration by two directors of the Manager that, to the best of their knowledge and belief, the Manager will be able to comply with its obligations in terms of this Agreement and the Programme Agreement, to be filed with the Companies and Intellectual Property Commission (the **Commission**), together with this Agreement, as contemplated by Section 100(6) of the Companies Act, 2008. The Manager undertakes to lodge this Agreement and such declarations with the Commission prior to the Issue Date.]

## 9. **NOTICES AND DOMICILIA**

9.1 Communication in writing

9.1.1 Any communication to be made under or in connection with this Agreement shall be made in writing and, unless otherwise stated, may be made by registered mail, hand delivery or email.

9.1.2 Communications in connection with this Agreement may also be given by any other form of electronic communication previously approved in writing by the Parties.

9.2 **Addresses**

The physical and email addresses (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Agreement are:

9.3 **Issuer:**

**Land and Agricultural Development Bank of South Africa**

Block B, Eco Glades Office Park  
420 Witch Hazel Road  
Eco Park  
Centurion, 0157  
South Africa

Attention : Bennie Van Rooy  
Email : [BVanRooy@landbank.co.za](mailto:BVanRooy@landbank.co.za)  
Tel No : 012 686 0914

9.4 **Lead Manager:**

**[Address]**

Attention : [•]  
Email : [•]  
Telefax No : [•]

9.5 **Manager:**

**[Address]**

Attention : [•]  
Email : [•]  
Telefax No : [•]

or any substitute address or fax number or department or officer as a Party may notify to the other Parties by not less than 5 (five) Business Days' written notice.

9.6 **Domicilia**

9.6.1 Each of the Parties chooses its physical address provided under Clause 9.2 (Addresses) as its domicilium citandi et executandi at which documents in legal proceedings in connection with this Agreement may be served.

9.6.2 Any Party may by written notice to the other Parties change its domicilium from time to time to another address, not being a post office box or a poste restante, in South Africa, provided that

any such change shall only be effective on the 14<sup>th</sup> (fourteenth) day after deemed receipt of the notice by the other Parties pursuant to Clause 9.7 (*Delivery*).

## 9.7 **Delivery**

9.7.1 Any communication or document made or delivered by one person to another under or in connection with this Agreement will:

9.7.1.1 if by way of email, be deemed to have been received upon receipt in a readable form by the recipient;

9.7.1.2 if delivered by hand, be deemed to have been received at the time of delivery; and

9.7.1.3 if by way of courier service or registered post, be deemed to have been received on the 7<sup>th</sup> (seventh) Business Day following the date of such sending,

9.7.2 and provided, if a particular department or officer is specified as part of its address details provided under Clause 9.2 (*Addresses*), if such communication or document is addressed to that department or officer, unless the contrary is proved.

9.7.3 Any communication or document to be made or delivered to a Party will be effective only if it is expressly marked for the attention of the department or officer specified as part of its address details provided under Clause 9.2 (*Addresses*) (or any substitute department or officer as that Party shall specify for this purpose).

9.7.4 Subject to Clause 9.7.1 and Clause 9.7.3 but notwithstanding anything else to the contrary herein contained, a written notice or communication actually received by a Party shall be an adequate written notice or communication to it, notwithstanding that it was not sent to or delivered at its chosen physical address and/or e-mail address.

9.7.5 Any communication or document which becomes effective, in accordance with Clause 9.7.1, after 17h00 in the place of receipt shall be deemed only to become effective on the following day.

## 9.8 **Electronic communication**

9.8.1 Any communication to be made between the Parties under or in connection with this Agreement may be made by electronic mail or other electronic means, if the Parties:

9.8.1.1 agree that, unless and until notified to the contrary, this is to be an accepted form of communication;

9.8.1.2 notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and

9.8.1.3 notify each other of any change to their address or any other such information supplied by them.

9.8.2 Any electronic communication made between the Parties will be effective only when actually received in readable form.

## 9.9 **English Language**

Any notice or other document given under or in connection with this Agreement must be in English.

## 10. **CONFIDENTIALITY**

10.1 Each party shall treat as strictly confidential all information received or obtained as a result of entering into or performing its obligations under this Agreement which relates to:

- 10.1.1 the provisions of this Agreement;
- 10.1.2 the negotiations relating to this Agreement;
- 10.1.3 the subject matter of this Agreement; and/or
- 10.1.4 the other party(ies),

(the Confidential Information).

10.2 A party may disclose Confidential Information if and to the extent:

- 10.2.1 required by law, regulation or statute;
  - 10.2.2 required by any securities exchange or regulatory or governmental body to which any party is subject, wherever situated, whether or not the requirement for information has the force of law;
  - 10.2.3 required to vest the full benefit of this Agreement in [either/any] party;
  - 10.2.4 disclosed to the professional advisers, auditors and bankers of each party;
  - 10.2.5 the information has come into the public domain through no fault of that party;
  - 10.2.6 the other party to whom the information relates has given prior written approval to the disclosure;
- 10.3 provided that any Confidential Information so disclosed shall be disclosed only after notification to the other party to whom the Confidential Information relates.

## 11. **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of South Africa.

## 12. **JURISDICTION**

The parties hereby irrevocably and unconditionally consent to the non-exclusive jurisdiction of the High Court of South Africa, Gauteng Local Division, Johannesburg (or any successor to that division) in regard to all matters arising from this Agreement.

## 13. **SEVERABILITY**

Each provision in this Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless

continue to be of full force. In particular, and without limiting the generality of the foregoing, the parties hereto acknowledge their intention to continue to be bound by this Agreement notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.

#### 14. **GENERAL**

- 14.1 This document constitutes the sole record of the agreement between the parties in regard to the subject matter thereof.
- 14.2 No party shall be bound by any express or implied term, representation, warranty, promise or the like, not recorded herein.
- 14.3 No addition to, variation or consensual cancellation of this Agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of all the parties.
- 14.4 No latitude, extension of time or other indulgence which may be given or allowed by any party to any other party in respect of the performance of any obligation hereunder or enforcement of any right arising from this Agreement and no single or partial exercise of any right by any party shall under any circumstances be construed to be an implied consent by such party or operate as a waiver or a novation of, or otherwise affect any of that party's rights in terms of or arising from this Agreement or estop such party from enforcing, at any time and without notice, strict and punctual compliance with each and every provision or term hereof except to the extent of the latitude, the extension of time or other indulgence.
- 14.5 The parties undertake at all times to do all such things, to perform all such acts and to take all such steps and to procure the doing of all such things, the performance of all such actions and the taking of all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Agreement.
- 14.6 Save as is specifically provided in this Agreement, no party shall be entitled to cede or delegate any of its rights or obligations under this Agreement without the prior written consent of the other parties affected by such transfer of rights or obligations, which consent may not unreasonably be withheld or delayed.

#### 15. **COUNTERPARTS**

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original of the party or parties executing the same and all of which together with be deemed to constitute one and the same agreement.

SIGNED at Midrand on this the 18<sup>th</sup> day of March 2017

For and on behalf of  
**LAND AND AGRICULTURAL DEVELOPMENT BANK OF SOUTH  
AFRICA**  
(as Issuer)



Signatory: Bennie van Rooy  
Capacity: CFO  
Who warrants his authority hereto



Signatory: T.P. Nkhosho  
Capacity: CFO  
Who warrants his authority hereto



SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

For and on behalf of  
**[INSERT]**  
(as Lead Manager)

\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto

SIGNED at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

For and on behalf of  
**[INSERT]**  
(as Manager)

\_\_\_\_\_  
Signatory:  
Capacity:  
Who warrants his authority hereto

## ANNEX A: APPLICABLE PRICING SUPPLEMENT