
BAYPORT SECURITISATION (RF) LIMITED

(Incorporated with limited liability in the Republic of South Africa under Registration Number 2008/003557/06

Formerly called BAYPORT SECURITISATION (PROPRIETARY) LIMITED Registration Number 2008/003557/07)

(the "**Issuer**")

JSE alpha code BIBAY

REQUEST TO NOTEHOLDERS TO PROVIDE CONSENTS IN RESPECT OF:

- (1) THE AMENDMENT OF THE SPECIAL CONDITION IN THE MEMORANDUM OF INCORPORATION**
 - (2) THE EXECUTION OF THE TRANSACTIONS/ACTIONS ADDED TO THE SPECIAL CONDITION**
 - (3) THE INTRODUCTION OF TUTARI AS AN ADDITIONAL ORIGINATOR**
 - (4) THE SUBSCRIPTION OF THE PREFERENCE SHARE TO BE ISSUED BY TUTARI**
 - (5) THE REPURCHASE OF A PREFERENCE SHARE AND THE REISSUE THEREOF TO THE ORIGINATOR**
 - (6) THE ESTABLISHMENT OF THE LIQUIDITY RESERVE**
 - (7) THE ACQUISITION OF THE SHARES IN ZENTHIME**
 - (8) THE RELEASE OF THE COLLECTIONS ACCOUNTS FROM THE OPERATION OF THE SECURITY CESSION AND THE OUT-AND-OUT CESSION OF THOSE ACCOUNTS**
 - (9) A REDUCTION IN THE MANAGEMENT FEE**
 - (10) THE AMENDMENT OF THE FINANCIAL COVENANTS**
 - (11) THE AMENDMENT OF THE TRANSACTION DOCUMENTS**
 - (12) THE AMENDMENT OF THE PROGRAMME MEMORANDUM**
-

1. NOTICE AND PURPOSE

- 1.1. In accordance with Conditions 17 and 21 of the Conditions of the Notes, the Issuer hereby gives notice that a meeting ("Meeting") of the holders of all the Notes ("Noteholders") issued by the Issuer under the Issuer's asset backed securities programme (the "Programme") pursuant to which the Issuer may from time to time issue notes ("Notes") in terms of a programme memorandum dated 20 May 2011 ("Programme Memorandum"), will be held on 11 December 2015 at 09h00, at Atlantic Imbizo, 3rd Floor, Clock Tower Offices Clock Tower Silo Centre, V&A Waterfront, Cape Town and via teleconference or videoconference at Bayport House, 23A 10th Avenue, Rivonia, Johannesburg for the purposes of considering, and, if deemed fit, passing, with or without modification, the Special Resolutions

set out under D below (on the same or similar terms as set out) for the amendment of the Programme.

- 1.2. Capitalised terms and expressions used in this notice and not otherwise defined herein, shall have the meanings ascribed to such terms and expressions in the Programme Memorandum.
- 1.3. A copy of this notice of Meeting, has been delivered to the Central Securities Depository, the Participants and the JSE for communication by them to the holders of Beneficial Interests in the Notes in uncertificated form in accordance with Condition 17.2 of the Conditions of the Notes.

2. INTRODUCTION

- 2.1. On 20 May 2011, Bayport Securitisation (RF) LTD ("the Issuer") established its Asset-Backed Note Programme (the "Programme") pursuant to a programme memorandum dated 20 May 2011 as supplemented by the Supplements thereto dated 22 September 2011, 25 April 2012, 31 July 2012, 28 June 2013, 10 September 2013 and 23 May 2014 (the "Programme Memorandum"). With effect from 28 June 2013, the nominal amount of the Programme was increased from R4,400,000,000.00 to R10,000,000,000.00.
- 2.2. On or about 27 March 2015, the Issuer amended the Security Trust Deed by the amendment of the Bad and Doubtful Debt Policy attached thereto as Annexure 1.2.9 and accordingly amended the Security Trust Deed. A Special Majority of Funders, as required in terms of paragraph 11.1.1.6 and 11.1.1.7 of the Terms and Conditions contained in the Programme Memorandum, consented to the amendments.
- 2.3. Capitalised terms used in this request for consent shall, unless otherwise defined in this request, bear the meanings ascribed to such terms in the section of the Programme Memorandum headed "Glossary of Definitions".
- 2.4. The CSD is requested to seek the required consents, detailed in paragraphs 3 to 14 below, of the holders of the Beneficial Interest in relation to Notes issued by the Issuer and/or the required consent of the relevant Participant(s) of such Beneficial Interest holder's, in accordance with the Applicable Procedures.

3. FIRST CONSENT REQUIRED

- 3.1. In terms of the provisions of Article 1 of the special conditions forming part of the Issuer's constitutional documents, the Issuer may not amend the special condition in its memorandum of association (now known as the Memorandum of Incorporation), without the prior written consent of a Special Majority or a Special Resolution.
- 3.2. Currently, the special condition contains restrictive conditions applicable to the Issuer.
- 3.3. The Noteholders are requested to consent to the amendment of the special condition by the addition of the following specific transactions or actions:
 - 3.3.1. the conclusion of the written agreements entitled the "Tutari Sale of Claims Agreement", the "Collections SPV Common Terms Agreement" the "Collections SPV Account Bank Agreement", the "Consent Cancellation"

and the "Collections SPV Administration Agreement" (collectively the "Tutari Transaction Documents");

- 3.3.2. the subscription of a preference share to be issued by Tutari;
 - 3.3.3. the acquisition, by way of donation by BML, of the shares in Zenthyme with the effect that the Issuer has a subsidiary;
 - 3.3.4. the execution of a release of cession agreement with the Security Trustee, in terms of which the Security Trustee releases the Collections Accounts from the operation of the Security Cession; and
 - 3.3.5. the conclusion of an out-and-out cession agreement with the Collections SPV in terms of which it cedes the Collections Accounts to the Collections SPV;
- 3.4. It is intended that paragraph 2 of the special condition be amended to require the prior written consent of a Special Majority or Special Resolution.
- 3.5. Noteholders are requested to give their consent to the amendment of the Issuer's constitutional documents in the manner set out substantially in the form of the draft special resolution to be marked Annexure 1 as read with Schedule A to be circulated to Noteholders within 10 (ten) Business Days prior to the meeting to be held on 11 December 2015.
- 3.6. The Memorandum of Incorporation is available for inspection at the Specified Office of the Issuer.

4. SECOND CONSENT REQUIRED

- 4.1. Following receipt of the consents above, paragraph 2 of the special condition contained in the Memorandum of Incorporation, requires the prior written consent of a Special Majority or a Special Resolution for the conclusion of and implementation of the following category of transactions:
- 4.1.1. the acquisition by the Issuer of a subsidiary; through the acquisition by the Issuer of the shares in Zenthyme; and
 - 4.1.2. selling or disposing of its assets; by the execution of an out-and-out cession with the Collections SPV in terms of which the Issuer cedes the Collections Accounts (in terms of an out-and-out cession) to the Collections SPV.
- 4.2. Following the addition of the transactions to Article 1 of the special condition as contained in 2 above, Noteholders are requested to give their consent to:
- 4.2.1. the execution and implementation by the Issuer of the Tutari Transaction Documents;
 - 4.2.2. the subscription of a preference share to be issued by Tutari;
 - 4.2.3. the execution and implementation of the release of cession agreement with the Security Trustee, in terms of which the Security Trustee releases the Collections Accounts from the operation of the Security Cession; and

- 4.2.4. the repurchase by the Issuer of a Preference Share and the re-issue thereof to the Originator.
- 4.3. Noteholders are requested to give their consent to the above transactions in the manner set out substantially in the form of the draft special resolution marked Annexure 1 and the draft agreements to be circulated to Noteholders within 10 (ten) Business Days prior to the meeting of Noteholders on 11 December 2015.

5. THIRD CONSENT REQUIRED

- 5.1. It is intended that Tutari be incorporated into the structure as an additional originator in terms of which Tutari acquires Loan Claims from the Originator with the intention of on-selling certain of those Loan Claims to the Issuer.
- 5.2. In order to give effect to the above, it is intended that the Issuer conclude the Tutari Transaction Documents.
- 5.3. In terms of the Tutari Transaction Documents, Tutari will on-sell certain of the Loan Claims which it acquires from the Originator to the Issuer and the Collections SPV will be appointed by the Originator as collections agent to receive the payments made by Borrowers in respect of the Loan Claims.
- 5.4. Noteholders are requested to give their consent to the introduction of Tutari as an additional Originator and to their inclusion as a Secured Creditor.

6. FOURTH CONSENT REQUIRED

- 6.1. It is intended that the Issuer subscribe for a preference share to be issued by Tutari with the result that the Issuer will be entitled to participate in the profits of Tutari.
- 6.2. Noteholders are requested to give their consent to the subscription by the Issuer of a preference share to be issued by Tutari. The rights and privileges attaching to the preference share shall be circulated to Noteholders within 10 (ten) Business Days prior to the meeting of Noteholders on 11 December 2015.

7. FIFTH CONSENT REQUIRED

- 7.1. It is intended that the Originator make an equity investment of R1.3 billion in the Issuer.
- 7.2. In order to facilitate this investment, the Issuer shall repurchase a Preference Share in its issued share capital at a subscription price of R1.00 (being the par value of that share) from the Originator.
- 7.3. After such repurchase, the Issuer shall issue that Preference Share to the Originator at a par value of R1.00 and share premium of R1 299 999 999 to be discharged by a reduction of a corresponding portion of the Originator's Current Account Claim against the Issuer.
- 7.4. Noteholders are requested to give their consent to the repurchase by the Issuer of a Preference Share and the reissue thereof to the Originator in order to facilitate the equity investment to be made by the Originator.

8. SIXTH CONSENT REQUIRED

- 8.1. Following the investment by the Originator, it is further intended that R250 million of the R1.3 billion equity investment be maintained as a Liquidity Reserve to be utilized for the purpose of remedying the occurrence of a Credit Event. The Liquidity Reserve will also be subject to release in the event that the Originator ceases to originate Loan Claims.
- 8.2. Noteholders are requested to give their consent to the establishment of the Liquidity Reserve.

9. SEVENTH CONSENT REQUIRED

- 9.1. It is intended that BML donate its shares in Zenthyme Investments Proprietary Limited, a wholly-owned subsidiary of BML, to the Issuer with the result that the Issuer will have a subsidiary.
- 9.2. Zenthyme Investments Proprietary Limited holds shares in Hollard Business Associates Pty Ltd (1998/025618/07) ("HBA"), a Hollard Group company. HBA receives the credit life insurance premiums in respect of the Loan Claims and pays the claims and related commissions, costs and taxes due. All residual insurance profits in excess of the minimum liquidity requirements are then paid as dividends to shareholders. Zenthyme Investments Proprietary Limited as the beneficial shareholder receives the cash paid profit dividends from HBA.
- 9.3. Noteholders are requested to give their consent to the acquisition by the Issuer of a subsidiary.

10. EIGHTH CONSENT REQUIRED

- 10.1. In terms of the Security Trust Deed (and as repeated as Condition 10.3.7 of the Terms and Conditions contained in the Programme Memorandum), the Issuer may not participate in any variation, amendment or consensual cancellation of any of the Transaction Documents (other than the Programme Memorandum and/or the applicable pricing supplements which may be varied or amended in accordance with the provisions of the Programme Memorandum and the JSE Debt Listings Requirements), without the prior written consent of a Special Majority of Funders.
- 10.2. It is intended that the Issuer cede, as an out-and-out cession, the Collections Accounts to the Collections SPV.
- 10.3. In order to facilitate this cession of the Collections Accounts the Security Trustee must release the Collection Accounts from the operation of the Security Cession executed by the Issuer in favour of the Security Trustee.
- 10.4. Immediately after the release of the cession of the Collections Accounts by the Security Trustee to the Issuer,
 - 10.4.1. the Issuer shall cede all its rights in and to the Collections Accounts to the Collections SPV (in terms of an out-and-out cession); and
 - 10.4.2. the Issuer shall cede and pledge its claim against the Collections SPV in respect of the amounts collected by the Collections SPV on behalf of the Issuer in respect of the Loan Claims to the Security Trustee in securitatem debiti as security for its obligations to the Security Trustee under the Indemnity, by amending the Security Cession.

10.5. The aforesaid transfers are all subject to the execution of the above agreements and those agreements becoming unconditional in accordance with their terms.

10.6. Noteholders are requested to give their consent to the Trustee for the release of the Collections Accounts from the operation of the Security Cession and the cession by the Issuer of its claims against the Collections SPV in respect of amounts received in respect of the Loan Claims.

11. NINTH CONSENT REQUIRED

11.1. It is intended that the management fee be reduced from 1.35% to 0.5%. It is further intended that in the event that the Originator elects to wind down the Programme by ceasing to originate Loan Claims, the management fee will be further reduced to and capped at 0.35% per month of the aggregate value of the Portfolio.

11.2. Noteholders are requested to give their consent to the reduction of the management fee.

12. TENTH CONSENT REQUIRED

12.1. It is intended that the Financial Covenants be amended in the following respects:

12.1.1. a reduction of the Senior Debt to Net Qualifying Asset Value from 72.5% to 70%;

12.1.2. an increase in the Equity invested in the Issuer by the Originator with an aggregate value of not less than 22.5% of the Portfolio, in respect of the period from 31 January 2016; and

12.1.3. the introduction of the new Financial Covenant to be known as the Liquidity Reserve of R250 million in respect of the period from 31 January 2016.

12.2. Noteholders are requested to give their consent to the amendment of the Financial Covenants.

13. ELEVENTH CONSENT REQUIRED

13.1. In terms of the restrictions contained in the Security Trust Deed, and repeated in Condition 10.3.7 of the Terms and Conditions contained in the Programme Memorandum, the Issuer may not participate in any variation, amendment or consensual cancellation of any of the Transaction Documents (other than the Programme Memorandum and/or the Applicable Pricing Supplements which may be varied or amended in accordance with the provisions of the Programme Memorandum and the JSE Debt Listings Requirements), without the prior written consent of a Special Majority of Funders.

13.2. The Issuer proposes making changes to the Security Trust Deed, the Guarantee, the Sale of Claims Agreement, the Management Agreement, the Standby Administration Agreement, the Security Cession and any other Transaction Documents as may be required in order to give effect to the transactions/actions in 2 and 3 above, subject to a Special Majority of Funders approving the amendment of the agreements by:

- 13.2.1. the inclusion of Tutari into the structure as an additional originator in terms of which Tutari acquires Loan Claims from the Originator with the intention of on-selling certain of those Loan Claims to the Issuer;
 - 13.2.2. the inclusion of Tutari as a Secured Creditor and the consequential amendment of the Priority of Payments;
 - 13.2.3. the release by the Security Trustee of the Collections Accounts in order to facilitate the out-and-out cession of those accounts by the Issuer to the Collections SPV;
 - 13.2.4. any consequential amendments as may be required to give effect to the specified transactions or actions in 2 above;
 - 13.2.5. the amendment of the Financial Covenants as contemplated in 10 above.
- 13.3. Noteholders are requested to give their consent to the above amendments in the manner set out substantially in the form of the special resolution annexed hereto marked Annexure 1 read with the marked-up draft of the agreements to be circulated to Noteholders within 10 (ten) Business Days prior to the meeting of Noteholders on 11 December 2015.
- 13.4. The existing Transaction Documents are available for inspection at the Specified Office of the Issuer.

14. TWELFTH CONSENT REQUIRED

- 14.1. Pursuant to the amendments to be effected to the Transaction Documents, the Issuer intends amending the Programme Memorandum in the following respects -
- 14.1.1. by the consolidation of the supplements thereto dated 22 September 2011, 25 April 2012, 31 July 2012, 28 June 2013, 10 September 2013 and 23 May 2014 and the consent of Noteholders obtained on or about 27 March 2015 in terms of which the Bad and Doubtful Debt Policy attached to the Security Trust Deed was amended;
 - 14.1.2. the inclusion of Tutari into the structure as an additional originator in terms of which Tutari acquires Loan Claims from the Originator with the intention of on-selling certain of those Loan Claims to the Issuer;
 - 14.1.3. the inclusion of Tutari as a Secured Creditor and the consequential amendment of the Priority of Payments;
 - 14.1.4. the appointment by the Originator of the Collections SPV as collections agent to receive the payments made by Borrowers in respect of the Loan Claims;
 - 14.1.5. the reduction in the management fee contemplated in 10 above;
 - 14.1.6. the amendment of the Financial Covenants as contemplated in 11 above; and
 - 14.1.7. all other consequential amendments required to give effect to the amendments made to the Transaction Documents.

14.2. Noteholders are requested to give their consent to the amendment of the Programme Memorandum in the manner set out substantially in the form of the draft special resolution marked Annexure 1 read with the marked-up draft of the Programme Memorandum to be circulated to Noteholders within 10 (ten) Business Days prior to the meeting of Noteholders on 11 December 2015.

15.WHO MAY ATTEND AND VOTE?

Attending in person or by proxy

As the holder of Notes issued in the Issuer:

- you may attend the Meeting in person; or
- alternatively, you may appoint not more than one proxy to represent you at the Meeting. If you intend on appointing a proxy, please complete the attached proxy form, which forms part of this notice of meeting, and return it in accordance with the instructions contained in the proxy form set out in Annexure A. Failure to meet these requirements may render the proxy form ineffective.

A proxy need not be a Noteholder in the Issuer.

16.CHAIRPERSON

The chairperson of the Meeting will be Paul Tindle.

17.IDENTIFICATION

All Noteholders will be required to provide reasonably satisfactory identification to the chairperson of the Meeting in order to participate in and vote at the Meeting.

18.VOTING

With regard to the consents sought in paragraphs 3 to 14 above, the Issuer requires a resolution at a properly constituted meeting of Funders, upon a poll, by a majority consisting of not less than 75% (seventy five percent) of the votes cast at such poll by the Funders present in person or by proxy, provided that for so long as there is any amount outstanding in respect of the Senior Debt, such resolution has received the affirmative vote of Senior Debt Funders present and voting at the meeting who, on a poll, would between them hold not less than 75% of the votes of all the Senior Debt Funders present at the meeting and voting. The Noteholder in respect of Notes held in the Central Securities Depository in uncertificated form shall vote on behalf of the holders of Beneficial Interest in such Notes on any resolution proposed to be passed at the Meeting in accordance with the instructions to the Central Securities Depository or its nominee from the holders of Beneficial Interests conveyed through the Participants and in accordance with the Applicable Procedures.

19.EFFECTIVE DATE

The consents required in respect of the amendments above shall be effective from the date of its passing.

By order of the board of the Company.

Director

20 November 2015

Debt Sponsor: The Standard Bank of South Africa Limited
Natalie Di-Sante
(011) 721 6125
Natalie.Di-Sante@standardbank.co.za

FORM OF PROXY

BAYPORT SECURITISATION (RF) LIMITED

(Incorporated with limited liability in the Republic of South Africa under Registration Number 2008/003557/06

Formerly called BAYPORT SECURITISATION (PROPRIETARY) LIMITED Registration Number 2008/003557/07)
(the "*Issuer*")

REQUEST TO NOTEHOLDERS TO PROVIDE CONSENTS IN RESPECT OF:

- (1) THE AMENDMENT OF THE SPECIAL CONDITION IN THE MEMORANDUM OF INCORPORATION**
- (2) THE EXECUTION OF THE TRANSACTIONS/ACTIONS ADDED TO THE SPECIAL CONDITION**
- (3) THE INTRODUCTION OF TUTARI AS AN ADDITIONAL ORIGINATOR**
- (4) THE SUBSCRIPTION OF THE PREFERENCE SHARE TO BE ISSUED BY TUTARI**
- (5) THE REPURCHASE OF A PREFERENCE SHARE AND THE REISSUE THEREOF TO THE ORIGINATOR**
- (6) THE ESTABLISHMENT OF THE LIQUIDITY RESERVE**
- (7) THE ACQUISITION OF THE SHARES IN ZENTHIME**
- (8) THE RELEASE OF THE COLLECTIONS ACCOUNTS FROM THE OPERATION OF THE SECURITY CESSION AND THE OUT-AND-OUT CESSION OF THOSE ACCOUNTS**
- (9) A REDUCTION IN THE MANAGEMENT FEE**
- (10) THE AMENDMENT OF THE FINANCIAL COVENANTS**
- (11) THE AMENDMENT OF THE TRANSACTION DOCUMENTS**
- (12) THE AMENDMENT OF THE PROGRAMME MEMORANDUM**

For use by the holders of the Notes, at a meeting of all the holders of the Notes issued by the Issuer under its asset backed securities programme, to be held on 11 December 2015 at 09h00, at Atlantic Imbizo, 3rd Floor, Clock Tower Offices Clock Tower Silo Centre, V&A Waterfront, Cape Town and via teleconference or videoconference at Bayport House, 23A 10th Avenue, Rivonia, Johannesburg.

We, **[INSERT NAME]**, in our capacity as the duly authorised representative of the holders of the Notes, as set out in the schedule below, and representing, in aggregate, the holders of –

ZAR _____ Class A Notes;

ZAR _____ Class B Notes;

ZAR _____ Class C Notes; and

ZAR _____ Class D Notes, appoint:

1. or failing him,

2. the chairman of the meeting,

as our proxy to act for us and on our behalf at the meeting which will be held for the purpose of considering, and if deemed fit, passing, with or without modification the the amendments proposed thereat and at any adjournment thereof; and to vote for and/or against the amendments and/or abstain from voting in respect of the Notes registered in the names of the holders of the Notes on whose behalf we are acting as their duly authorised representatives,

such Notes bearing the Stock Codes as recorded in the schedule below,

in accordance with the following instructions:

	Number of Votes		
	For	Against	Abstain
Amendment No. 1			
Amendment No. 2			
Amendment No. 3			
Amendment No. 4			
Amendment No. 5			
Amendment No. 6			
Amendment No. 7			
Amendment No. 8			
Amendment No. 9			
Amendment No. 10			
Amendment No. 11			
Amendment No. 12			

Signed at

on

2015

Name:

duly authorised thereto

Beneficial holder	Class of Notes	Value of Notes	Percentage