



TUHF LIMITED

(incorporated with limited liability under registration number 2007/025898/06 in the Republic of South Africa)

ZAR1,000,000,000 DOMESTIC MEDIUM TERM NOTE PROGRAMME

issue of ZAR280,000,000 Senior Secured Floating Rate Notes due 26 January 2020

This document constitutes the Applicable Pricing Supplement relating to the issue of the Tranche of Senior Secured Notes described herein ("**this Series 1A of the Senior Secured Notes**").

This Applicable Pricing Supplement (including Annexure "A" (*Covenants and Special Reporting Requirements*)) to this Applicable Pricing Supplement ("**Annexure "A"**") must be read in conjunction with the Programme Memorandum, dated 15 December 2015 (as amended and/or supplemented from time to time) ("**Programme Memorandum**") prepared by TUHF Limited ("**Issuer**") in connection with the TUHF Limited ZAR1,000,000,000 Domestic Medium Term Note Programme ("**Programme**").

The Programme Memorandum, dated 15 December 2015, was approved by the JSE Limited ("**JSE**") on 4 December 2015.

References in this Applicable Pricing Supplement (including Annexure "A") to the Terms and Conditions are to the section of the Programme Memorandum headed "*Terms and Conditions*". References to any Condition are to that Condition of the Terms and Conditions.

Capitalised terms not defined in this Applicable Pricing Supplement (or in Annexure "A") shall have the meanings ascribed to them in the Terms and Conditions.

To the extent that there is any conflict or inconsistency between the provisions of this Applicable Pricing Supplement (including Annexure "A") and the Programme Memorandum, the provisions of this Applicable Pricing Supplement (including Annexure "A") shall prevail.

A	DESCRIPTION OF THE SENIOR SECURED NOTES	
1.	Issuer	TUHF Limited
2.	Tranche number	1
3.	Series number	1A
4.	Status	Senior Secured Notes (see Condition 5.1)
5.	Form of Senior Secured Notes	The Notes in this Series 1A of the Senior Secured Notes are issued in registered uncertificated form and will be held in the CSD.
6.	Type of Senior Secured Notes	Floating Rate Notes
7.	Security	Senior Secured Notes (see Item D below)
8.	Issue Date/Settlement Date	26 January 2017
9.	Aggregate Principal Amount of this Series 1A of the Senior Secured Notes	ZAR280,000,000
10.	Issue Price	100% of the Principal Amount
11.	Specified Denomination (Principal Amount per Senior Secured Note)	ZAR1,000,000
12.	Specified Currency	ZAR
13.	Business Day Convention	Modified Following Business Day Convention
14.	Day Count Fraction	Actual/365

15.	Business Centre	Johannesburg
B	PROGRAMME AMOUNT	
1.	Programme Amount as at the Issue Date	ZAR1,000,000,000
2.	Aggregate Outstanding Principal Amount of all of the Notes issued under the Programme as at the Issue Date	ZAR0, excluding the aggregate Principal Amount of this Series 1A of the Senior Secured Notes and any other Tranche/s of Notes issued on the Issue Date specified in Item A(8) above.
3.	Issuer confirmation as to Programme Amount	The Issuer confirms that the issue of this Series 1A of the Senior Secured Notes will not cause the Issuer to exceed the Programme Amount.
C	FLOATING RATE NOTES	
1.	Floating Interest Rate	The Notes in this Series 1A of the Senior Secured Notes will bear interest at the Floating Interest Rate per annum (NACQ) equal to the sum of the Reference Rate (see Item C(7)(a) below) plus the Margin (see Item C(8) below) for the period from and including the Interest Commencement Date to but excluding the Redemption Date.
2.	Interest Commencement Date	26 January 2017
3.	Interest Payment Date/s	Quarterly in arrear on 26 April, 26 July, 26 October and 26 January of each year for the period from and including the Interest Commencement Date to but excluding the Redemption Date.
4.	First Interest Payment Date	26 April 2017
5.	Interest Period/s	Each successive period commencing on and including an Interest Payment Date and ending on but excluding the following Interest Payment Date; provided that the first Interest Period will commence on and include the Interest Commencement Date and the last Interest Period will end on but exclude the Redemption Date.
6.	Manner in which the Floating Interest Rate is to be determined:	Screen Rate Determination
7.	Screen Rate Determination:	Applicable
(a)	<i>Reference Rate</i>	JIBAR (being, subject to Condition 6.2.3.2, the average mid-market yield rate per annum for 3-month deposits in Rand which appears on the Relevant Screen Page as the "SFX 3M YIELD" at or about the Relevant Time on the Interest Determination Date, determined by the Calculation Agent in accordance with Condition 6.2.3.4 .
(b)	<i>Interest Determination Dates</i>	The first day of each Interest Period; provided that the first Interest Determination Date shall be 23 January 2017. If any such date is not a Business Day, the Interest Determination Date will be the first following day that is a Business Day, unless it would thereby fall into the next calendar month, in which event the Interest Determination Date will be brought forward to the first preceding Business Day.
(c)	<i>Relevant Screen Page and Reference Code</i>	Reuters Screen SAFEX MNY MKT page - "SFX 3M YIELD"
(d)	<i>Relevant Time</i>	11h00 (South African time)
(e)	<i>Relevant Financial Centre</i>	Johannesburg
8.	Margin	3.25%

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|-----|--|-----------------------------|
| 9. | Minimum Interest Rate | Not Applicable |
| 10. | Maximum Interest Rate | Not Applicable |
| 11. | Default Rate | 2% (see Item E(2)(b) below) |
| 12. | Fallback provisions, rounding provisions and any other terms relating to the method of calculating the Floating Interest Rate, if different from those set out in the Terms and Conditions | Not Applicable |

D SECURITY

- | | | |
|-----|--|--|
| 1. | Security SPV | TUHF Security SPV (RF) Proprietary Limited |
| 2. | Specified Office of the Security SPV | c/o TMF Corporate Services (South Africa) Proprietary Limited, 3rd Floor, 200 on Main, Cnr Main and Bowwood Roads, Claremont, 7708, South Africa |
| 3. | Security SPV Owner Trustee | TMF Corporate Services (South Africa) Proprietary Limited |
| 4. | Specified Office of the Security SPV Owner Trustee | 3rd Floor, 200 on Main, Cnr Main and Bowwood Roads, Claremont, 7708, South Africa |
| 5. | Series Back-up Servicer | Mettle Credit Services Proprietary Limited |
| 6. | Specified Office of the Series Back-up Servicer | Mettle Building, Willie van Schoor Avenue, Bellville, 7530, Cape Town, South Africa |
| 7. | TUHF Holdings | TUHF Holdings Limited |
| 8. | Specified Office of TUHF Holdings | 12th Floor, Libridge Building, 25 Ameshoff Street, Braamfontein 2001, Johannesburg, South Africa |
| 9. | Series | The Tranche of Senior Secured Notes described herein comprises Series 1A of the Senior Secured Notes. |
| | | Unless expressly otherwise stated, all references to "Series" in this Item D below are to this Series 1A of the Senior Secured Notes. |
| | | No Series 1B of the Subordinated Secured Notes will be issued. |
| 10. | Secured Noteholders | The Senior Secured Noteholders are the Noteholders of this Series 1A of the Senior Secured Notes (" Senior Secured Noteholders "). |
| 11. | Series Security Agreements | The Series Security Agreements comprise the Series Guarantee, the Series Indemnity, the Series Issuer Security Cession and each Deed of Cession. |

Copies of the Series Guarantee, the Series Indemnity and the Series Issuer Security Cession will be made available by the Issuer to each prospective subscriber (on the primary market) of Notes in this Series 1A of the Senior Secured Notes prior to finalisation of this Applicable Pricing Supplement.

In addition, copies of the Series Guarantee, the Series Indemnity and the Series Issuer Security Cession will also be made available by the Issuer, upon request, to each prospective purchaser (on the secondary market) of Notes in this Series 1A of the Senior Secured Notes.

Copies of the Series Guarantee, the Series Indemnity and the Series Issuer Security Cession will also be made available for inspection to each Senior Secured Noteholder, upon request, during normal office hours, at the Specified Office of the Security SPV and the Specified Office of the

Issuer.

Where the obligations of a Series End User Borrower under any Series End User Loan Agreement are to be secured by a Mortgage Bond, a copy of the relevant Deed of Cession will, as and when the cession of that Mortgage Bond, in terms of that Deed of Cession, is Registered in favour of the Security SPV, be made available for inspection to each prospective Senior Secured Noteholder and each Senior Secured Noteholder, upon request, during normal office hours, at the Specified Office of the Security SPV and the Specified Office of the Issuer.

- (a) *Series Guarantee*
- The payment obligations of the Issuer under this Series 1A of the Senior Secured Notes (and the Applicable Terms and Conditions of this Series 1A of the Senior Secured Notes) to the Senior Secured Noteholders have been guaranteed, severally, by each of TUHF Holdings and, subject to the Limited Recourse Provisions, the Security SPV, in terms of and subject to the Series Guarantee.
- (b) *Series Indemnity*
- The Issuer has, in terms of the Series Indemnity, indemnified the Security SPV in respect of claims made against the Security SPV under the Series Guarantee.
- (c) *Series Issuer Security Cession*
- The Issuer's obligations to the Security SPV under the Series Indemnity have, in terms of the Series Issuer Security Cession, been secured by a pledge and cession in security, by the Issuer in favour of the Security SPV, of all of the Issuer's right, title and interest in and to, and its rights and claims under, all of the Series Security Assets.
- (d) *Deed of Cession*
- In terms of the Series Issuer Security Cession, where the obligations of a Series 1 End User Borrower under a Series 1 End User Loan Agreement are secured by a Mortgage Bond, the Issuer and the Security SPV will execute a Deed of Cession of that Mortgage Bond in favour of the Security SPV, and the Issuer will instruct the Conveyancer to procure that the cession of that Mortgage Bond, in terms of that Deed of Cession, is Registered in favour of the Security SPV.
12. *Series Security Assets*
- Upon Repayment of the Warehouse Loan Finance, the Warehoused Series Security Assets will form part of the Series Security Assets.
- The Series Security Assets relating to this Series 1A of the Senior Secured Notes comprise, subject to clauses 5.4, 5.5 and 6 of the Series Issuer Security Cession, collectively, (i) the Series End User Loan Agreements, (ii) the Series End User Security Agreements, (iii) the Series Transaction Account, (iv) the Series Permitted Investments, (v) the Series Account Moneys and (vi) any assets which are listed and identified as Series Security Assets in annexure "D" to the Series Issuer Security Cession and/or in the list of Series Security Assets referred to in clause 11.2 of the Series Issuer Security Cession.
13. *Series Management Agreements*
- The Series Management Agreements comprise, collectively, the Series Enforcement Agreement and the Series Back-up Servicer Agreement.
- Copies of the Series Management Agreements will be made available by the Issuer to each prospective subscriber (on the primary market) of Notes in this Series 1A of the Senior Secured Notes prior to finalisation of this Applicable Pricing Supplement.

In addition, copies of the Series Management Agreements will also be made available by the Issuer, upon request, to each prospective purchaser (on the secondary market) of Notes in this Series 1A of the Senior Secured Notes.

Copies of the Series Management Agreements will also be made available for inspection to each Senior Secured Noteholder, upon request, during normal office hours, at the Specified Office of the Security SPV and the Specified Office of the Issuer.

(a) *Series Enforcement Agreement*

The Series Enforcement Agreement provides, among other things, for (i) the Issuer to continue to manage and administer the Secured Loan Business, (ii) the Issuer to perform certain Series Management Services such as legal collections, foreclosure and legal proceedings in respect of defaulting Series End User Borrowers and/or (subject to clause 11 of the Series Enforcement Agreement) the relevant Series End User Security Givers, (iii) the financing and acquisition of Series End User Loan Agreements, (iv) the enforcement of Mortgage Bonds prior to a Guarantee Event, (v) the Series Permitted Investments and (vi) the Series Transaction Account.

(b) *Series Back-up Servicer Agreement*

The Series Back-up Servicer Agreement provides, among things, for the Series Back-up Servicer to perform certain of the Series Management Services provided for in the Series Enforcement Agreement if an Issuer Servicer Default occurs.

E COVENANTS AND SPECIAL REPORTING REQUIREMENTS

AMENDMENTS TO THE TERMS AND CONDITIONS

1. Covenants and special reporting requirements:

Applicable

(a) Annexure "A"

The covenants and special reporting requirements set out in Annexure "A" are applicable to this Series 1A of the Senior Secured Notes (and form part of the Applicable Terms and Conditions of this Series 1A of the Senior Secured Notes).

2. Amendments to the Terms and Conditions:

Applicable

(a) Definition of "Acquisition Date"

The definition of "Acquisition Date" in Condition 1.1 (*Definitions*) is replaced in its entirety by the following definition:

"Acquisition Date" means (i) in relation to Series Security Assets which are specified in Annexure "D" to the Series Issuer Security Cession, the Issue Date, (ii) in relation to each Future Series End User Loan Agreement and each Future Series End User Security Agreement specified in the written notice given by the Issuer to the Security SPV before the end of a Quarterly Period (as contemplated in clause 5 of the Series Issuer Security Session), the first day of the immediately succeeding Quarterly Period and (iii) in relation to any other Series Security Assets specified in the list given by the Issuer to the Security SPV before the end of each calendar month (as contemplated in clause 11 of the Series Issuer Security Cession), the first day of the immediately succeeding calendar month;

(b) Definition of "Deficit"

The definition of "Deficit" in Condition 1.1 (*Definitions*) is replaced in its entirety by the following definition:

"Deficit" means, as at any Series End User Loan Payment Date or any other date, as applicable, the amount by which, as and when Series End User Borrowers make Series End

User Borrower Payments to the Issuer on that Series End User Loan Payment Date or that other date, as applicable, the aggregate amortised face value of the Series End User Loan Agreements, following such Series End User Borrower Payments, is reduced;

(c) Definition of "*Series Permitted Investments*"

The definition of "*Series Permitted Investments*" in Condition 1.1 (*Definitions*) is replaced in its entirety by the following definition:

"Series Permitted Investments" means investments in which the Issuer is entitled to invest cash from time to time standing to the credit of the Series Transaction Account, being cash deposited into the Warehouse Borrower Account designated as the "Investment Account" and/or other cash deposited with the Series Account Bank and/or any of the other "big four" banks (registered as a bank under the Banks Act) and/or investments in money market funds operated by the Series Account Bank and/or any of the other "big four" banks (registered as a bank under the Banks Act) and/or investments in money market funds operated by any one or more of Futuregrowth Asset Management Proprietary Limited, Sanlam Investment Managers Proprietary Limited, Stanlib Asset Management Limited and MMI Holdings Limited;

(d) Definitions in clause 3.3 of the Series Issuer Security Cession

Without limiting the provisions of Items E(2)(a) to (c) inclusive above, if any other definitions set out in clause 3.3 of the Series Issuer Security Cession conflict with the corresponding definitions in Condition 1.1 (*Definitions*), those other definitions set out in clause 3.3 of the Series Issuer Security Cession shall prevail, and the relevant corresponding definitions in Condition 1.1 (*Definitions*) shall be deemed to have been amended accordingly.

(e) Definition of "*Substantial Part*"

The definition of "*Substantial Part*" in Condition 1.1 (*Definitions*) is replaced in its entirety by the following definition:

"Substantial Part" means, in relation to the present or future assets of the Issuer, at any point in time, assets of the Issuer which (either alone or when aggregated with other assets of the Issuer at that point in time) have an aggregate value equal to or greater than 10% of the aggregate value of the total assets of the Issuer, such aggregate value and such total assets being determined by reference to the then most recent audited consolidated annual financial statements of the Issuer;

(f) Default interest

Condition 6.5.1 (*Default interest*) is replaced in its entirety by the following:

If payment of principal (or the relevant portion thereof) and/or interest due and payable in respect of any Notes in this Series 1A of the Senior Secured Notes is improperly withheld or refused, or if there is a breach or failure to maintain any Security Pool Financial Covenant or any TUHF Group Financial Covenant and where such breach or failure is not remedied within 10 (ten) Business Days of delivery of the applicable Financial Covenants Certificate, the overdue principal and/or interest amount (in the case of a payment default) or the Outstanding Principal (in the case of a breach or failure to maintain any Security Pool Financial Covenant or any TUHF Group Financial Covenant) will bear interest at the Floating Interest Rate specified in Item C(1) above plus

the Default Rate specified in Item C(11) above, from and including such due date for payment or expiry of the 10 (ten) Business Days remedy period referred to above (as applicable), to but excluding the date on which the full amount due and payable by the Issuer to the Senior Secured Noteholders of such Notes under the Applicable Terms and Conditions has been paid or such breach or failure to maintain any Security Pool Financial Covenant or any TUHF Group Financial Covenant has been remedied.

F.	REDEMPTION	
1.	Maturity Date	26 January 2020
2.	Final Redemption Amount	The aggregate Outstanding Principal Amount of this Series 1A of the Senior Secured Notes plus interest accrued (if any) to the Maturity Date.
3.	Call Option	Not Applicable
4.	Put Option	Not Applicable
5.	Optional early redemption following a Tax Event:	Applicable (see Condition 9.4)
(a)	<i>Redemption in whole:</i>	Applicable
(b)	<i>Redemption in part:</i>	Not Applicable
	• Optional Redemption Date (Tax Event)	The Interest Payment Date stipulated as the date for redemption of this Series 1A of the Senior Secured Notes in the notice of redemption given by the Issuer in terms of Condition 9.4.
	• Optional Redemption Amount (Tax Event)	The aggregate Outstanding Principal Amount of this Series 1A of the Senior Secured Notes plus interest accrued (if any) to the Optional Redemption Date (Tax Event).
6.	Optional early redemption following a Change in Law:	Applicable (see Condition 9.4)
(a)	<i>Redemption in whole:</i>	Applicable
(b)	<i>Redemption in part:</i>	Not Applicable
	• Optional Redemption Date (Change in Law)	The Interest Payment Date stipulated as the date for redemption of this Series 1A of the Senior Secured Notes in the notice of redemption given by the Issuer in terms of Condition 9.4.
	• Optional Redemption Amount (Change in Law)	The aggregate Outstanding Principal Amount of this Series 1A of the Senior Secured Notes plus interest accrued (if any) to the Optional Redemption Date (Change in Law).
7.	Mandatory redemption following a Change of Control:	Applicable (see Condition 9.5)
(a)	<i>Redemption in whole:</i>	Applicable Subject to Condition 9.5, any Senior Secured Noteholder (" relevant Senior Secured Noteholder ") may, subject to Condition 9.5, require the Issuer to redeem all of the Notes in this Series 1A of the Senior Secured Notes held by the relevant Senior Secured Noteholder (in whole but not in part) (" relevant Senior Secured Notes ") on the Optional Redemption Date (Change of Control), at the Optional Redemption Amount (Change of Control).
(b)	<i>Redemption in part:</i>	Not Applicable
	• Optional Redemption Date (Change of Control)	The Interest Payment Date stipulated as the date for redemption of the relevant Senior Secured Notes in the

		notice of redemption given by the relevant Senior Secured Noteholder in terms of Condition 9.5.
	<ul style="list-style-type: none"> Optional Redemption Amount (Change of Control) 	The aggregate Outstanding Principal Amount of the relevant Senior Secured Notes plus interest accrued on the relevant Senior Secured Notes (if any) to the Optional Redemption Date (Change of Control).
8.	Mandatory redemption following a Negative Rating Event:	Applicable - (see Condition 9.5)
(a)	Redemption in whole:	Applicable
		Subject to Condition 9.5, any Senior Secured Noteholder (" relevant Senior Secured Noteholder ") may, subject to Condition 9.5, require the Issuer to redeem all of the Notes in this Series 1A of the Senior Secured Notes held by the relevant Senior Secured Noteholder (in whole but not in part) (" relevant Senior Secured Notes ") on the Optional Redemption Date (Negative Rating Event), at the Optional Redemption Amount (Negative Rating Event).
(b)	Redemption in part:	Not Applicable
	<ul style="list-style-type: none"> Optional Redemption Date (Negative Rating Event) 	The Interest Payment Date stipulated as the date for redemption of the relevant Senior Secured Notes in the notice of redemption given by the relevant Senior Secured Noteholder in terms of Condition 9.5.
	<ul style="list-style-type: none"> Optional Redemption Amount (Negative Rating Event) 	The aggregate Outstanding Principal Amount of the relevant Senior Secured Notes plus interest accrued on the relevant Senior Secured Notes (if any) to the Optional Redemption Date (Negative Rating Event).
9.	Action following an Event of Default:	
(a)	Conditions 10, 11 and 12	Applicable
(b)	Condition 13	Not Applicable
(c)	Condition 14	Not Applicable
10.	Other terms applicable on redemption	Not Applicable
G	AGENTS AND SPECIFIED OFFICES	
1.	Calculation Agent	Merchantec Proprietary Limited
2.	Specified Office of the Calculation Agent	2nd Floor, North Block, Hyde Park Office Tower, Corner 6th Road and Jan Smuts Avenue, Hyde Park, Johannesburg 2196, South Africa
3.	Paying Agent	Merchantec Proprietary Limited
4.	Specified Office of the Paying Agent	2nd Floor, North Block, Hyde Park Office Tower, Corner 6th Road and Jan Smuts Avenue, Hyde Park, Johannesburg 2196, South Africa
5.	Transfer Agent	The Standard Bank of South Africa Limited, acting through its Standard Bank Investor Services division
6.	Specified Office of the Transfer Agent	3rd Floor, 25 Pixley Ka Isaka Seme Street, Johannesburg 2000, South Africa
H	REGISTER CLOSED	
1.	Last Day to Register	Up until 17h00 (South African time) on 20 April, 20 July, 20 October and 20 January of each year until the Redemption Date, being the last date on which the Transfer Agent will accept Transfer Forms and record in the Register the transfer

- of Senior Secured Notes in this Tranche represented by Certificates.
2. Register Closed Period
The Register will be closed during the 5 (five) days preceding each Interest Payment Date and the Redemption Date from 17h00 (South African time) on the Last Day to Register until 17h00 (South African time) on the day preceding each Interest Payment Date and the Redemption Date.
3. Books Closed Dates
21 April, 21 July, 21 October and 21 January of each year until the Redemption Date.

I GENERAL

1. Exchange control approval
Not Applicable (*Note: see the section of the Programme Memorandum headed "Exchange Control"*)
2. Additional selling restrictions (if any)
Not Applicable
3. International Securities Numbering (ISIN)
ZAG000141623
4. Stock Code Number
TUHF01
5. Exchange
JSE Limited (Interest Rate Market of the JSE)
6. Debt Sponsor
Merchantec Proprietary Limited
7. Name of Dealer
Deloitte & Touche
8. Stabilisation Manager (if applicable)
Not Applicable
9. Method of distribution
Private Placement
10. Bookbuild and Allocation Policy
Not Applicable
11. Pricing Methodology
Not Applicable
12. Rating assigned to Series 1A of the Senior Secured Notes as at the Issue Date, Rating Agency and when such Rating is expected to be reviewed
As at the Issue Date, following Repayment of the Warehouse Loan Finance to the Warehouse Lenders in terms of the Warehouse Facility Agreement, this Series 1A of the Senior Secured Notes will have a national long-term credit rating of BBB+(za) from Global Credit Rating Co. Proprietary Limited ("**GCR**"). This Rating is expected to be reviewed from time to time.
13. Rating assigned to the Issuer as at the Issue Date, Rating Agency/ies and date on which such Rating is expected to be reviewed
As at the Issue Date, the Issuer has a national long-term credit rating of BBB(za) from GCR. This Rating is expected to be reviewed from time to time.
14. Governing law
The Programme Memorandum, this Series 1A of the Senior Secured Notes, the Applicable Terms and Conditions, the Series Security Agreements and the Series Management Agreements are governed by, and shall be construed in accordance with, the laws of South Africa.
15. Other provisions
Not Applicable
16. Use of proceeds
The Issuer will use the net proceeds from the issue of this Series 1A of the Senior Secured Notes to effect Repayment of the Warehouse Loan Finance to the Warehouse Lenders in terms of the Warehouse Facility Agreement.
17. Commercial Paper Regulations
Not Applicable
- (Note: this Series 1A of the Senior Secured Notes has been privately placed. This Series 1A of the Senior Secured Notes has not been subscribed for by the "general public" for purposes of paragraph (a) of the definition of "the business of a bank" in the Banks Act and the Issuer, in the issue and placing of this Series 1A of the Senior Secured Notes, has not conducted "the business of a bank" as defined in any*

other paragraph of the definition of "the business of a bank" in the Banks Act. The Issuer is accordingly not obliged to comply with the Commercial Paper Regulations (or any other available exemption under the Banks Act) in relation to the issue and placing of this Series 1A of the Senior Secured Notes)

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement (including Annexure "A"), the annual financial statements of the Issuer and any amendments to such annual financial statements and each supplement to the Programme Memorandum published by the Issuer from time to time (except as otherwise stated therein).

The Issuer certifies that, to the best of its knowledge and belief, there are no facts the omission of which would make the Programme Memorandum or any statement contained in the Programme Memorandum false or misleading, that all reasonable enquiries to ascertain such facts have been made, and that the Programme Memorandum contains or incorporates by reference (see the section of the Programme Memorandum headed "*Documents Incorporated by Reference*") all information required by the JSE Debt Listings Requirements and all other Applicable Laws.

Application is hereby made to list Series 1A of the Senior Secured Notes on the Interest Rate Market of the JSE, as from 26 January 2017, pursuant to the TUHF Limited ZAR1,000,000,000 Medium Term Note Programme.

For TUHF Limited

By: _____

Duly authorised

Name of signatory: Mr Paul Jackson

Capacity: Chief Executive Officer

Date: 24th January 2017

Annexure "A"

COVENANTS AND SPECIAL REPORTING REQUIREMENTS

1. DEFINITIONS

Capitalised terms not defined in this Annexure "A" shall have the meanings ascribed to them in the Series Issuer Security Cession. To the extent that there is any conflict or inconsistency between the provisions of this Annexure "A" and the Programme Memorandum (including the Terms and Conditions), the provisions of this Annexure "A" shall prevail. The following expressions shall have the following meanings:

- 1.1. **"Arrears Ratio (Security Pool)"** means, for each Measurement Period, the ratio (expressed as a percentage) of:
 - a) the aggregate of the full outstanding amount of loans advanced under all Series End User Loan Agreements relating to Series 1A of the Senior Secured Notes ("**Series 1 End User Loan Agreements**"), where the Series End User Borrower/s under the relevant Series 1 End User Loan Agreement/s ("**Series 1 End User Borrower/s**") is/are in arrears or past due in its/their payment obligations under the relevant Series 1 End User Loan Agreement/s, as provided for in the Loan and Credit Policy, calculated as at the last day of that Measurement Period; to
 - b) the aggregate outstanding amount of loans advanced under all Series 1 End User Loan Agreements, calculated as at the last day of that Measurement Period;
- 1.2. **"Arrears Ratio (TUHF Group)"** means, for each Measurement Period, the ratio (expressed as a percentage) of:
 - a) the aggregate of the full outstanding amount of loans advanced under all the End User Loan Agreements, where the End User Borrower/s under the relevant End User Loan Agreement/s ("**End User Borrower/s**") is/are in arrears or past due in its/their payment obligations under the relevant End User Loan Agreement/s, as provided for in the Loan and Credit Policy, calculated as at the last day of that Measurement Period; to
 - b) the aggregate outstanding amount of loans advanced under all End User Loan Agreements, calculated as at the last day of that Measurement Period;
- 1.3. **"Asset Cover Ratio (Security Pool)"** means the aggregate amortised face value of all Series 1 End User Loan Agreements, divided by the Outstanding Principal;
- 1.4. **"Bad Debts (Security Pool)"** means any amounts (or any portion thereof) which are due and payable to the Issuer by the Series 1 End User Borrower/s under the relevant Series 1 End User Loan Agreement/s which has/have been written off and/or which is/are considered to be irrecoverable or required to be provided against in terms of the Bad Debt Policy;
- 1.5. **"Bad Debts (TUHF Group)"** means any amounts (or any portion thereof) which are due and payable to the Issuer by the End User Borrower/s under the relevant End User Loan Agreement/s which has/have been written off and/or which is/are considered to be irrecoverable or required to be provided against in terms of the Bad Debt Policy;
- 1.6. **"Bad Debt Policy"** means the bad and doubtful debt policy of the Issuer contained in the Loan and Credit Policy;
- 1.7. **"Bad Debts Ratio (Security Pool)"** means, for each Measurement Period, the ratio (expressed as a percentage) of:
 - a) the aggregate of the Bad Debts (Security Pool) for that Measurement Period, calculated as at the last day of that Measurement Period; to
 - b) the aggregate outstanding amount of loans advanced under all Series 1 End User Loan Agreements, calculated as at the last day of that Measurement Period;
- 1.8. **"Bad Debts Ratio (TUHF Group)"** means, for each Measurement Period, the ratio (expressed as a percentage) of:
 - a) the aggregate of the Bad Debts (TUHF Group) for that Measurement Period, calculated as at the last day of that Measurement Period; to
 - b) the aggregate outstanding amount of loans advanced under all End User Loan Agreements, calculated as at the last day of that Measurement Period;
- 1.9. **"Capital II"** means, for each Measurement Period, in respect of the TUHF Group and without double counting, the aggregate of:
 - a) Tier 1 Capital II for that Measurement Period, being the aggregate of (a) the issued share capital of the TUHF Group, (b) the share premium of the TUHF Group, and (c) the retained earnings of the TUHF Group ("**Tier 1 Capital II**"), calculated as at the last day of that Measurement Period; and
 - b) Tier 2 Capital II for that Measurement Period, being the aggregate of (a) the general loan loss reserve (limited to 1.25% of Risk Weighted Assets) of the TUHF Group, (b) the issued B ordinary shares of TUHF Holdings, (c)

the issued cumulative redeemable preference shares in the issued share capital of TUHF Holdings, (d) the subordinated shareholders and intercompany debt of TUHF Holdings, and (e) the deferred raising fee income of the Issuer ("**Tier 2 Capital II**"), calculated as at the last day of that Measurement Period;

- 1.10. "**Capital Adequacy Ratio (TUHF Group)**" means, for each Measurement Period, in respect of the TUHF Group, the ratio (expressed as a percentage) of:
- a) the aggregate of Tier 1 Capital II and Tier 2 Capital II for that Measurement Period, calculated as at the last day of that Measurement Period; to
 - b) the Risk Weighted Assets for that Measurement Period, calculated as at the last day of that Measurement Period;
- 1.11. "**Debt Service Cover Ratio (TUHF Group)**" means, for each Measurement Period, the ratio (expressed as a percentage) of:
- a) the Issuer's EBIT for that Measurement Period, calculated as at the last day of that Measurement Period; to
 - b) the aggregate of:
 1. all the interest paid or payable for that Measurement Period on all Interest Bearing Debt of the Issuer, calculated as at the last day of that Measurement Period; and
 2. all the capital repayments paid or payable by the Issuer in reduction of the outstanding principal amount of any Interest Bearing Debt of the Issuer during that Measurement Period, calculated as at the last day of that Measurement Period;
- 1.12. "**Debt Service Cover Ratio (Security Pool)**" means, for each Measurement Period, the ratio (expressed as a percentage) of:
- a) the Issuer's EBIT(Security Pool), calculated as at the last day of that Measurement Period; to
 - b) the aggregate of:
 1. all the interest paid or payable for that Measurement Period on the Outstanding Principal, calculated as at the last day of that Measurement Period; and
 2. all the capital repayments paid or payable by the Issuer in reduction of the Outstanding Principal during that Measurement Period, calculated as at the last day of that Measurement Period;
- 1.13. "**Debt to Capital Ratio (TUHF Group)**" means, for each Measurement Period, the ratio (expressed as a percentage) of:
- a) the TUHF Group's Interest Bearing Debt for that Measurement Period, calculated as at the last day of that Measurement Period; to
 - b) the Capital II for that Measurement Period, calculated as at the last day of that Measurement Period;
- 1.14. "**EBIT**" means for each Measurement Period, the net earnings of the Issuer for that Measurement Period, determined in accordance with IFRS:
- a) before income tax as per the income statement;
 - b) before interest paid or payable;
 - c) before any non-cash items and
 - d) before deducting any extraordinary or abnormal costs or including any extraordinary or abnormal income, calculated as at the last day of that Measurement Period;
- 1.15. "**EBIT (Security Pool)**" means for each Measurement Period, the net earnings of the Issuer relating specifically to the Series 1 End User Loan Agreements for that Measurement Period, determined in accordance with IFRS:
- a) where the allocation of the Issuer's total operating costs in the calculation of the net earnings of the Issuer relating specifically to the Series 1 End User Loan Agreements, will be done on a pro rata basis taking into account the aggregate amortised face value of all Series 1 End User Loan Agreements relative to the aggregate amortised face value of all the Issuer's End User Loan Agreements;
 - b) before income tax;
 - c) before interest paid or payable;
 - d) before any non-cash items; and
 - e) before deducting any extraordinary or abnormal costs or including any extraordinary or abnormal income,

calculated as at the last day of that Measurement Period;

- 1.16. **"Security Pool Financial Covenants"** means:
- a) the Interest Cover Ratio (Security Pool);
 - b) the Debt Service Cover Ratio (Security Pool);
 - c) the Bad Debts Ratio (Security Pool);
 - d) the Arrears Ratio (Security Pool);
 - e) the Series 1 End User Borrower Loan-to-Value Ratio (Security Pool);
 - f) the Geographical Ratio (Security Pool);
 - g) the Asset Cover Ratio (Security Pool) is not less than 125%;
 - h) the Single Exposure Ratio (Security Pool); and
 - i) the Large Exposures Ratio (Security Pool).
- 1.17. **"TUHF Group Financial Covenants"** means:
- a) the Interest Cover Ratio (TUHF Group);
 - b) the Debt Service Cover Ratio (TUHF Group);
 - c) the Debt to Capital Ratio (TUHF Group);
 - d) the Capital Adequacy Ratio (TUHF Group);
 - e) the Arrears Ratio (TUHF Group); and
 - f) the Bad Debts Ratio (TUHF Group);
- 1.18. **"Financial Covenants Certificate"** means, for each Measurement Period, a certificate signed by a director of the Issuer setting out the Issuer's calculation of the Security Pool Financial Covenants and the TUHF Group Financial Covenants as at the last day of that Measurement Period;
- 1.19. **"Financial Year"** means the accounting year of the Issuer commencing each year on 1 April and ending on 31 March of each year, or such other accounting period as the Issuer from time to time designates as its accounting year;
- 1.20. **"Geographical Ratio (Security Pool)"** means the ratio (expressed as a percentage) of:
- a) the outstanding amount of all Series 1 End User Loan Agreements where such loans were originated in the Johannesburg branch and where the properties are situated in Johannesburg, calculated as at the last day of that Measurement Period; to
 - b) the outstanding amount of all Series 1 End User Loan Agreements, calculated as at the last day of that Measurement Period;
- 1.21. **"Group Company"** means any company within the TUHF Group;
- 1.22. **"Impairment Provision"** means, on any day, such amount as may be determined in accordance with the Loan and Credit Policy and which is set aside from the income of the Issuer to provide for the difference between the book value of any asset of the Issuer (as reflected in the Issuer's most recent management accounts) and the reasonable market value of that asset if the book value exceeds the reasonable market value so determined;
- 1.23. **"Interest Bearing Debt"** means, in relation to a Group Company for each Measurement Period, without double counting, both long and short term interest bearing debt owing by that Group Company to any person for that Measurement Period, calculated as at the last day of that Measurement Period; provided that (a) all such interest bearing debt made available by that Group Company to any other Group Company and (b) any such interest bearing debt which, at the election of that Group Company, is convertible into ordinary shares in any other Group Company, shall not constitute Interest Bearing Debt;
- 1.24. **"Interest Cover Ratio (TUHF Group)"** means, for each Measurement Period, the ratio (expressed as a percentage) of:
- a) the Issuer's EBIT for that Measurement Period, calculated as at the last day of that Measurement Period; to
 - b) all the interest paid or payable for that Measurement Period on all Interest Bearing Debt of the Issuer, calculated as at the last day of that Measurement Period;
- 1.25. **"Interest Cover Ratio (Security Pool)"** means, for each Measurement Period, the ratio (expressed as a percentage) of:

- a) the Issuer's EBIT related directly to the Series 1 End User Loan Agreements for that Measurement Period, calculated as at the last day of that Measurement Period; to
- b) all the interest paid or payable for that Measurement Period on the Outstanding Principal, calculated as at the last day of that Measurement Period;
- 1.26. **"Large Exposures Ratio"** means, for each Measurement Period, the ratio (expressed as a percentage) of:
- a) the aggregate amount outstanding of the 5 (five) largest Series 1 End User Borrower Exposures (a Series 1 End User Borrower Exposure being measured by aggregating the amount outstanding under all (if more than one) the Series 1 End User Loan Agreements (after the deduction of any Impairment Provisions) relating to a specific Series 1 End User Borrower (or to Series 1 End User Borrowers employed by the same employer)) for that Measurement Period, calculated as at the last day of that Measurement Period; to
- b) the aggregate amount outstanding of all loans to all Series 1 End User Borrowers under all of the Series 1 End User Agreements (after the deduction of any Impairment Provisions), calculated as at the last day of that Measurement Period;
- 1.27. **"Loan and Credit Policy"** means the policy (and procedures) developed by the Issuer for the credit approval process to be applied in respect of all prospective End User Borrowers, including the lending criteria, new credit approvals, renewals of existing credit and changes in terms and conditions of previously approved credit and credit restructuring, and which further includes the policy with which the Issuer must comply in endeavouring to collect the amounts which become payable to the Issuer by End User Borrowers under the relevant End User Loan Agreements (which includes a policy in relation to Bad Debts and provisions for Bad Debts), set out in Annexure "A" to the Series Enforcement Agreement, as amended or replaced from time to time by the Issuer; provided that the Rating Agency shall have confirmed in writing that any such amendment or replacement will not adversely affect any of its respective current Rating/s of any Tranche of Senior Secured Notes then in issue;
- 1.28. **"Measurement Date"** means 30 March and 30 September of each year;
- 1.29. **"Measurement Period"** means each 12-month period ending on the last day of a Financial Year, and each 12-month period ending on each Measurement Date;
- 1.30. **"Outstanding Principal"** means, on any day, the aggregate Outstanding Principal Amount of Series 1A of the Senior Secured Notes;
- 1.31. **"Permitted Security Interest"** means any Security Interest created or subsisting upon any property or assets (including current and future revenues) of the Issuer where:
- a) the Security Interest is in existence as at the Issue Date;
- b) the Security Interest is provided for in (or envisaged by) the Programme Memorandum and/or the Security Interest is created pursuant to any Series Issuer Security Cession relating to any Series of Senior Secured Notes;
- c) the Security Interest is created with the prior written consent of the Security SPV and the Rating Agency has confirmed in writing that the creation of such Security Interest will not adversely affect its current Rating of any Series of Senior Secured Notes then in issue;
- d) the Security Interest is created in the ordinary course of the business of the Issuer;
- e) the Security Interest is a statutory Security Interest or is created by operation of law;
- 1.32. **"Property"** means, in relation to each Series 1 End User Borrower, the immovable property acquired by that Series 1 End User Borrower using the proceeds of the loan advanced to that Series 1 End User Borrower in terms of the relevant Series 1 End User Loan Agreement;
- 1.33. **"Risk Weighted Assets"** means, for each Measurement Period, the consolidated book value of the TUHF Group's assets for that Measurement Period, calculated as at the last day of that Measurement Period, multiplied by the Risk Weightings for that Measurement Period, calculated as at the last day of that Measurement Period;
- 1.34. **"Risk Weightings"** means, for each Measurement Period, the following risk weightings:

Asset type	Risk weighting
1. Cash	0%
2. Money market	0%
3. Advances (secured by mortgage bond)	
a) Residential individual	35%

b) Residential juristic	50%
4. Advances (unsecured)	100%
5. Overdue & impaired advances:	
a) Secured	100%
b) Unsecured	150%
6. Unlisted securities	100%
7. Deferred Tax	100%
8. Fixed assets	100%

- 1.35. **"Security Interest"** means any mortgage, charge, pledge, lien or other security interest or arrangement creating real rights of security including, without limitation, anything analogous to any of the foregoing under the laws of any jurisdiction, it being recorded, for the avoidance of doubt, that Security Interest shall not include any guarantee, suretyship or other arrangement creating personal rights of security;
- 1.36. **"Series 1 End User Borrower Loan-to-Value Ratio (Security Pool)"** means, in relation to a Series 1 End User Borrower for each Measurement Period, the ratio (expressed as a percentage) of:
- a) the outstanding amount of the Series 1 End User Loan Agreement to which that Series 1 End User Borrower is a party, calculated as at the last day of that Measurement Period; to
 - b) the aggregate value of the Property related to the Series 1 End User Loan Agreement referred to in paragraph (a) above for that Measurement Period, calculated as at the last day of that Measurement Period, which aggregate value shall, in relation to that Property:
 1. initially be the purchase price paid by that Series 1 End User Borrower for that Property plus the refurbishments costs paid by that Series 1 End User Borrower in relation to that Property; and
 2. thereafter be the revaluation amount of that Property, as revalued from time to time in accordance with the Loan and Credit Policy;
- 1.37. **"Single Exposure Ratio"** means, for each Measurement Period, the ratio (expressed as a percentage) of:
- a) the amount outstanding of the largest Series 1 End User Borrower Exposure (a Series 1 End User Borrower Exposure being measured by aggregating the amount outstanding under all (if more than one) the Series 1 End User Loan Agreements (after the deduction of any Impairment Provisions) relating to a specific Series 1 End User Borrower (or to Series 1 End User Borrowers employed by the same employer)) for that Measurement Period, calculated as at the last day of that Measurement Period; to
 - b) the aggregate amount outstanding of all loans to all Series 1 End User Borrowers under all of the Series 1 End User Loan Agreements (after the deduction of any Impairment Provisions), calculated as at the last day of that Measurement Period;
- 1.38. **"TUHF Group"** means the Issuer, TUHF Holdings, TUHF 21, each "*subsidiary*" (as defined in the Companies Act) of the Issuer, each "*holding company*" (as defined in the Companies Act) of the Issuer and each other "*subsidiary*" (as defined in the Companies Act) of that "*holding company*".

2. FINANCIAL COVENANTS

The Issuer shall, for the period commencing on (and including) the Issue Date to (but excluding) the Redemption Date, comply with the Security Pool Financial Covenants and the TUHF Group Financial Covenants.

3. MEASUREMENT FREQUENCY

The Security Pool Financial Covenants and the TUHF Group Financial Covenants shall, for each Measurement Period, be calculated on the last day of that Measurement Period.

4. REQUIRED LEVELS

The respective Security Pool Financial Covenants' and the TUHF Group Financial Covenants' measures, for each Measurement Period, calculated as at the last day of that Measurement Period shall be as follows:

Security Pool Financial Covenants:

- 4.1. the Interest Cover Ratio (Security Pool) must not be less than 1.1x;
- 4.2. the Debt Service Cover Ratio (Security Pool) must not be less than 1.1x;

- 4.3. the Bad Debts Ratio (Security Pool) must not be more than 2.5%
- 4.4. the Arrears Ratio (Security Pool) must not be more than 10%
- 4.5. the Geographical Ratio (Security Pool) must not be less than 75%;
- 4.6. the weighted average of all Series 1 End User Borrower Loan-to-Value Ratios (Security Pool) must not be more than 67.5% and, in relation to each Series 1 End User Loan Agreement, the Series 1 End User Borrower Loan-to-Value Ratio (Security Pool) shall not, on the date of the first advance under that Series 1 End User Loan Agreement, exceed 80%;
- 4.7. the Single Exposure Ratio (Security Pool) must not be more than 15%;
- 4.8. the Large Exposures Ratio (Security Pool) must not be more than 35%;

TUHF Group Financial Covenants:

- 4.9. the Interest Cover Ratio (TUHF Group) must not be less than 1.1x
- 4.10. the Debt Service Cover Ratio (TUHF Group) must not be less than 1.1x
- 4.11. the Bad Debts Ratio (TUHF Group) must not be more than 2.5%
- 4.12. the Debt to Capital Ratio (TUHF Group) must not be more than 90%:10%;
- 4.13. the Capital Adequacy Ratio (TUHF Group) must not be less than 15%;
- 4.14. the Arrears Ratio (TUHF Group) must not be more than 10%.

5. FINANCIAL COVENANTS CERTIFICATE

The Issuer shall report on the relevant Security Pool Financial Covenants and the TUHF Group Financial Covenants for each Measurement Period by delivering a Financial Covenants Certificate to the Security SPV at the end of that Measurement Period.

6. OUTSTANDING SERIES 1 END USER LOAN AGREEMENTS AND END USER LOAN AGREEMENTS

For clarity, it is recorded that the Security Pool Financial Covenants are only calculated in relation to outstanding Series 1 End User Loan Agreements (and do not include settled Series 1 End User Loan Agreements), and the definitions of each Financial Covenant must be read and applied accordingly.

The TUHF Group Financial Covenants are only calculated in relation to outstanding End User Loan Agreements (and do not include settled End User Loan Agreements), and the definitions of each Security Pool Financial Covenant and TUHF Group Financial Covenant must be read and applied accordingly.

7. SERIES PROCEEDS

The Issuer shall use the Series Proceeds of Series 1A of the Senior Secured Notes exclusively to effect Repayment of the Warehouse Loan Finance to the Warehouse Lenders in terms of the Warehouse Facility Agreement, as set out in the Series Issuer Security Cession.

8. ADDITIONAL LIABILITIES

The Issuer shall not incur additional liabilities (except for any such indebtedness incurred in the ordinary course and scope of the Issuer's business) in excess of R5 000 000.00 (five million rand) per calendar year, where "liabilities" means any liability incurred by the Issuer, including any interest which accrues thereon during the applicable Financial Year and excludes any funding raised by the Issuer to enable the Issuer to make loans under End User Loan Agreements.

9. SECURITY INTEREST

The Issuer shall not, for the period commencing on (and including) the Issue Date to (but excluding) the Redemption Date, create or permit to subsist any Security Interest (other than a Permitted Security Interest) upon the whole or any part of its property or assets (including current and future revenues).

10. FURTHER INFORMATION

The Issuer shall, for the period commencing on (and including) the Issue Date to (but excluding) the Redemption Date, promptly provide to the Security SPV:

- 10.1. the Issuer's debtor age analysis within 15 (fifteen) Business Days of each month end;
- 10.2. the Issuer's annual budget and forecast model within 40 (forty) Business Days' of the end of each Financial Year; and
- 10.3. the Issuer's annual financial statements within 6 (six) months of the end of each Financial Year
- 10.4. such other financial information as the Senior Secured Noteholders may reasonably request by Special Resolution or

by written resolution signed by or on behalf of Senior Secured Noteholders holding not less than 25% of the aggregate Outstanding Principal Amount of Series 1A of the Senior Secured Notes, as the case may be.