



rural development
& land reform

Department:
Rural Development and Land Reform
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF REGISTRAR OF DEEDS

Private Bag X918, Pretoria, 0001; Tel: 012 338 7227; Fax: 012 338 7029

CHIEF REGISTRAR'S CIRCULAR NO. 6 OF 2017

**CONVERSION FROM PRIVATE COMPANY INTO A PUBLIC
COMPANY AND CHANGE OF NAME CONCERNING NQABA
FINANCE 1 (RF) LTD**

1. **NQABA FINANCE 1 (PTY) LTD (Registration Number 2005/040050/07)** has been converted, in terms of the provisions of the Companies Act, 2008 (Act No. 71 of 2008), from a private company into a public company, and change its name and is now known as **NQABA FINANCE 1 (RF) LTD (Registration Number 2005/040050/06)**, with effect from 26 February 2013.

The enclosed documentation regarding this conversion and change of name must be filed under **BC No. 2 of 2017** in all deeds registries.

2. Due to the number of deeds that have to be endorsed regarding the conversion and change of name permission is hereby granted to endorse deeds as and when they are lodged for an act of registration.
3. Powers of attorney, consents and applications signed, and deeds registered after the **date of this circular** must reflect the conversion from a private company into a public company and change of name whilst those signed prior to this date must be accepted unaltered.
4. When relevant bonds are lodged for cancellation, it will not be necessary to endorse them in this regard, provided that the consent to cancellation refers to the conversion and change of name.
5. All deeds registries will be supplied with rubber-stamps.

CHIEF REGISTRAR OF DEEDS

DATE: 15/5/2017

REFERENCE: A 14/P
RINGBINDER 15

CHIEF REGISTRAR OF DEEDS
REGISTRARS OF DEEDS
DEEDS TRAINING

DIRECTOR: LAW SOCIETY OF SOUTH AFRICA : PRETORIA
MANAGER: LEXIS NEXIS PUBLICATIONS : DURBAN
CHAIRPERSON: PROPERTY LAW COMMITTEE : PRETORIA

<p>ENDORSEMENT IN TERMS OF SECTION 3(1)(v) OF ACT 47 OF 1937 TO INDICATE THE CONVERSION OF A PRIVATE COMPANY TO A PUBLIC COMPANY</p>	<p>ENDOSSEMENT KRAGTENS ARTIKEL3(1)(v) VAN WET 47 VAN 1937 OM DIE OMSKAKELING VAN ' N PRIVATE MAATSKAPPY NA 'N PUBLIEKE MAATSKAPPY AAN TE DUI</p>
<p>NQABA FINANCE 1 (PTY) LTD (REGISTRATION NUMBER 2005/040050/07)</p> <p>HAS BEEN CONVERTED IN TERMS OF THE PROVISIONS OF THE COMPANIES ACT, 2008 (ACT 71 OF 2008) INTO A PUBLIC COMPANY AND IS NOW KNOWN AS</p> <p>NQABA FINANCE 1 (RF) LTD. (REGISTRATION NUMBER 2005/040050/06)</p>	<p>NQABA FINANCE 1 (EDMS) BPK (REGISTRASIE NOMMER 2005/040050/07)</p> <p>IS KRAGTENS DIE BEPALINGS VAN DIE MAATSKAPPYWET,2008 (WET 71 VAN 2008) OMSKEP IN 'N PUBLIEKE MAATSKAPPY EN STAAN NOU BEKEND AS</p> <p>NQABA FINANCE 1 (RF) BPK. (REGISTRASIE NOMMER 2005/040050/06)</p>
<p>BC 2 / 2017</p>	
<p>DATUM / DATE</p>	<p>REGISTRATEUR VAN AKTES / REGISTRAR OF DEEDS</p>



Companies and Intellectual
Property Commission

Date: 22/04/2013

Our Reference: 110491858
Box: 149822
Sequence: 20

WEBBER WENTZEL
Basket: WWB001

RE: Amendment to Company Information
Company Number: 2005/040050/06
Company Name: NQABA FINANCE 1 (RF) LTD

We have received a COR15.2 (Amendment of Memorandum of Incorporation) from you dated 26/02/2013.

The Amendment of Memorandum of Incorporation (1) was accepted and placed on file.

The Category Change (2) was accepted and placed on file.

The enterprise type was changed to 08.

Yours truly

Commissioner: CIPC
LAW

Please Note:

The attached certificate can be validated on the CIPC web site at www.cipc.co.za.
The contents of the attached certificate was electronically transmitted to the South African Revenue Services.



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa, Docex 258, PRETORIA.
Call Centre Tel 086 100 2472, Website www.cipc.co.za



Companies and Intellectual
Property Commission

1216 Street View, Pretoria

**COMPANIES AND INTELLECTUAL PROPERTY COMMISSION
REPUBLIC OF SOUTH AFRICA****Form COR14.3 - Amended Registration Certificate**

Effective date: 26/02/2013
Print date: 22/04/2013
Customer code: WWB001
Tracking number: 110491858

Concerning:**NQABA FINANCE 1 (RF) LTD 2005/040050/06**

The above company has filed an amendment of its Memorandum of Incorporation in terms of section 16 of the Companies Act, 2008, to change its company category to a Public Company and its name to NQABA FINANCE 1 (RF) LTD.

In accordance with the Notice of Amendment of the Memorandum of Incorporation, the change takes effect on 26/02/2013.

In conjunction with this certificate, the Commission has not issued another notice contemplated in section 12 (3).

**Commissioner: CIPC
LAW**The Companies and Intellectual Property Commission
of South AfricaP.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docx 256, PRETORIA.
Call Centre Tel 088 100 2472, Website www.cipc.co.za

**Certificate Issued by the Companies and Intellectual Property
Commission on Monday, April 22, 2013 10:34
Certificate of Confirmation**



Companies and Intellectual
Property Commission

121, Market Street, Cape Town

Registration number	2005 / 040050 / 06
Enterprise Name	NQABA FINANCE 1 (RF) LTD
Enterprise Shortened Name	None provided.
Enterprise Translated Name	None provided.
Registration Date	11/11/2005
Business Start Date	11/11/2005
Enterprise Type	Public Company
Enterprise Status	In Business
Financial year end	February
Main Business/Main Object	to acquire the rights, title and interests in and to home loan agreements
Postal address	P O BOX 1091 JOHANNESBURG 2000
Address of registered office	BUILDING B SUNNINGHILL PLACE 9 SIMBA ROAD SUNNINGHILL JOHANNESBURG 2157



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 420, PRETORIA, 0001, Republic of South Africa. Docax 256, PRETORIA.

Call Centre Tel 086 100 2472. Website www.cipc.co.za



**Certificate issued by the Companies and Intellectual Property
Commission on Monday, April 22, 2013 10:34
Certificate of Confirmation**



Companies and Intellectual
Property Commission

17th Floor, 100 Water Street, Pretoria

Registration number **2005 / 040050 / 06**
Enterprise Name **NQABA FINANCE 1 (RF) LTD**

Auditors

Name **SIZWENTSALUBA VSP**
Postal Address **PO BOX 2939
SAXONWOLD
2132**

Active Directors / Officers

Surname and first names	ID number or date of birth	Director type	Appoint-ment date	Addresses
BESTER, ETTIENNE THOMAS as an officer of M2005040050	6904225004081	Officer	14/02/2007	Postal: P O BOX 1091, JOHANNESBURG, 2000 Residential: BUILDING B SUNNINGHILL PLACE, 9 SIMBA ROAD, SUNNINGHILL PLACE, JOHANNESBURG, 2157
SOUTHEY, EDWARD MONTAGU	4201205036080	Director	31/01/2009	Postal: P O BOX 61771, MARSHALLTOWN, 2107 Residential: 21 MEYER STREET, OAKLANDS, 2192
MYBURGH, TREVOR LEON	6303225016080	Director	09/02/2006	Postal: PO BOX 1091, JOHANNESBURG, 2000 Residential: 557 REMBRANDT AVENUE, FAERIE GLEN, PRETORIA, 0000
BEAVER, BERNARD CLIVE	4108045022081	Director	09/02/2006	Postal: PO BOX 1982, GALLO MANOR, 2052 Residential: NO 5 KHYBER ROCK VILLAGE, LINCOLN LANE, KHYBER ROCK, SANDTON, 2148



The Companies and Intellectual Property Commission
of South Africa

P.O. BOX 429, PRETORIA, 0001, Republic of South Africa. Docex 258, PRETORIA.

Call Centre Tel 086 100 2472. Website www.cipc.co.za



COPY

Companies and Intellectual Property Commission Republic of South Africa

WWB001

Form CoR 15.2

About this Notice

- This notice is issued in terms of Section 16 of the Companies Act, 2008, and Regulation 15 (2) and (3) of the Companies Regulations, 2011.
- A notice of amendment must be filed within 10 business days after the amendment has been effected.
- If the amendment has changed the name of the Company, the provisions of the Act and Regulations applicable to company names apply.
- If the amendment has submitted a new memorandum of Incorporation in place of the previous one, a copy of the new memorandum must be appended to this Notice.
- The fee for filing this notice is R 250. See item 3 of Table CR2B. A transitional amendment of a pre-existing company, filed in terms of Schedule 5, item 4 (2) is exempt from the fee.

Contacting the Commission

The Companies and Intellectual Property Commission of South Africa

Postal Address
PO Box 429
Pretoria
0001
Republic of South Africa
Tel: 086 100 2472

www.cipc.co.za

Notice of Amendment of Memorandum of Incorporation

Date: 26 February 2013

Concerning:

(Name and Registration Number of Company)

Name: NOABA FINANCE 1 (PROPRIETARY) LIMITED

Registration number 2005 / 040050 / 07

The Memorandum of Incorporation of the above named company was amended in accordance with section 16 of the Companies Act, 2008. In terms of section 16 (9), this amendment is to take effect on -

The date that this Notice is filed in the Companies Registry.

The date of the amended registration period.

(Later Date as shown on Notice of Incorporation)

In support of this Notice, the company has attached a copy of the court order, board resolution or special resolution authorising the amendment and -

A copy of the amendment to the Memorandum; or

A copy of the Memorandum of Incorporation, as amended.

As a result of this amendment, the Memorandum of Incorporation:

Has no provision of the type contemplated in section 15 (2) (b) or (c).

Has provision of the type contemplated in section 15 (2) (b) or (c) as listed in Annexure A.

(Personal Liability Companies only)

As a result of this amendment, the company:

Will remain a personal liability company;

Will no longer be a personal liability company, and has complied with the requirements of section 16 (10) by giving advance notice of this filing

on _____

Name and Title of person signing on behalf of the Company:

EDWARD MONTAGU SOUTHEY (DIRECTOR)

Authorised Signature:



This form is prescribed by the Minister of Trade and Industry in terms of section 223 of the Companies Act, 2008 (Act No. 71 of 2008).

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WWB001

Form CoR 15.2

Annexure A

About this Notice

- This notice is issued in terms of section 16 of the Companies Act, 2008, and Regulation 15 (2) and (3) of the Companies Regulations, 2011.
- This Annexure must be filed with a Notice of amendment, only if the amendment has changed the ring fencing status of the Memorandum of Incorporation.

Contacting the Commission

The Companies and Intellectual Property Commission of South Africa

Postal Address
 PO Box 429
 Pretoria
 0001
 Republic of South Africa
 Tel: 086 100 2472

www.cipc.co.za

**Notice of Amendment of Memorandum of Incorporation
 Notice of Ring Fencing Provisions**

Date: 26 February 2013

Concerning:

(Name and Registration Number of Company)

Name: NQABA FINANCE 1 (PROPRIETARY) LIMITED
 Registration Number: 2005/040050/07

As a result of amendments made to the Memorandum of Incorporation of the above named company, the Memorandum of Incorporation:

No longer has the provisions of the type contemplated in section 15 (2)(b) or (c), as previously reported.

(Show the Article number of each Ring Fencing provision that has been deleted)

(Stamp: CIPC MANUAL LODGEMENTS 2013-02-26 COMPANIES AND INTELLECTUAL PROPERTY COMMISSION KOMMISSIE VIR MAATSKAPPE EN INTELEKTUELE EIENDOM)

Has the following provision of the type contemplated in section 15(2) (b) or (c):

(For each new Ring Fencing provision, show the Article, its purpose, and the Article of the Memorandum that it protects)

Article	Purpose	Article Protected
<u>12.1</u>	<u>SEE ANNEXURE "A" ATTACHED</u>	

Name and Title of person signing on behalf of the Commission:

EDWARD MONTAGU SOUTHEY (DIRECTOR)

Authorised Signature:

(Handwritten Signature)

ANNEXURE "A"

**NQABA FINANCE 1 (PROPRIETARY) LIMITED, REGISTRATION NUMBER:
2005/040050/07 (THE "COMPANY")**

**THE SOLE SHAREHOLDER OF THE COMPANY RESOLVED AS
FOLLOWS:**

Special resolution 1

The existing Memorandum of Incorporation of the Company ("Old MOI") be and is deleted in its entirety and replaced with the new Memorandum of Incorporation of the Company attached hereto as Annexe "A" ("New MOI") in terms of section 16(1)(c)(i) and (ii), section 16(5)(a) and Item 4(2)(a) of Schedule 5 to the Companies Act, with effect from the date of filing of the required Notice of Amendment and New MOI with the Companies and Intellectual Property Commission ("CIPC").

Special resolution 2

The Company cease to be categorised as a private company and be and is recategorised as a public company in terms of section 8(2)(d) of the Companies Act, upon the adoption and filing of the New MOI.

Special Resolution 3

The Company is subject to certain restrictive conditions and in compliance with the Companies Act, the name of the Company include (RF) by changing the name of the Company from "Nqaba Finance 1 (Proprietary) Limited" to "Nqaba Finance 1 (RF) Limited" in terms of section 11(3)(c)(iii) of the Companies Act, upon the adoption and filing of the New MOI and upon registration of the amended registration certificate.

Special resolution 4

The main business of the Company is as described in paragraph 1.2.1 of Schedule 1 to the New MOI.

Schedule 1 - Incorporation and nature of the Company

1. Ring fencing provisions

The following 'ring fencing' provisions (restrictive conditions and prohibitions) as contemplated in section 15(2)(b) and (c) apply to the Company:

1.1 In the MOI:

1.1.1 **Programme** means the securitisation scheme as described in paragraph 1.2.1 of this Schedule 1;

1.1.2 **Secured Creditor** means a person who is defined as such in the Terms and Conditions;

1.1.3 **Security SPV** means the entity appointed to hold security for the benefit of, among others, the Noteholders and the Subordinated Lenders;

1.1.4 **Subordinated Lenders** means a person who is defined as such in the Terms and Conditions;

1.1.5 **Terms and Conditions** means the terms and conditions of the Notes or, if the Company's indebtedness under the Notes is to be refinanced at any time in accordance with the provisions of the Transaction Documents, the terms and conditions of any new financial indebtedness entered into in connection with that refinancing;

1.1.6 **Transaction Documents** has the meaning given to that term in the Terms and Conditions.

1.2 As contemplated by section 15(2)(b):

1.2.1 **main purpose and main business**

The main purpose of the Company and main business which the Company is to carry on, is to acquire the rights, title and interest in and to home loan agreements and the related security with regard to such home loan agreements and the security of a limited guarantee from a special purpose

entity pursuant to the programme described in the programme memorandum, with funds raised directly or indirectly by the Issue of Notes and through subordinated loans from Subordinated Lenders and to manage the assets so acquired.

1.2.2 general ring-fencing principles

The Company shall not, and no director, other officer, body or organ of the Company shall be authorised on behalf of the Company to, enter into any transaction:

1.2.2.1 that contravenes the MOI;

1.2.2.2 that contravenes the obligations of the Company under any agreement, document, deed or instrument to which it is or may become a party pursuant to the Programme, including any positive or negative undertakings in terms of the Terms and Conditions;

1.2.2.3 in respect of which the Company has no capacity; or

1.2.2.4 to the extent to which powers of the Company have been qualified or excluded in the MOI.

1.2.3 ring-fencing provisions

1.2.3.1 The Company shall not, and no director, other officer, body or organ of the Company shall be authorised on behalf of the Company to conduct or engage in any business or activity other than its main business referred to in paragraph 1.2.1 of Schedule 1 of this MOI.

1.2.3.2 The Company shall not, save as permitted or required or contemplated pursuant to the Transaction Documents or save with the prior written approval of the Security SPV;

1.2.3.2.1 incur any liabilities other than:

1.2.3.2.1.1 liabilities relating directly or indirectly to the issue of any Notes;

- 1.2.3.2.1.2 liabilities relating directly or indirectly to any agreement, document, deed or instrument to which the Company is or may become a party pursuant to the Programme.
- 1.2.3.2.1.3 liabilities relating directly or indirectly to compliance by the Company with its obligations and enforcing by the Company of its rights pursuant to the Transaction Documents;
- 1.2.3.2.1.4 liabilities relating directly or indirectly to the financial assets and collateral security acquired by the Company pursuant to the Programme.
- 1.2.3.2.1.5 statutory costs incurred, and other costs (subject to a maximum amount of R100 000 per annum) reasonably and necessarily incurred by the Company in the carrying out of its business. The maximum amount referred to above shall increase annually, on the first day of the Company's financial year in each year from the Company's date of incorporation, on a compounded basis, by the latest available average annual increase in the consumer price index All Items All Areas (excluding interest rates on mortgage bonds for historical metropolitan and other urban areas) (or any replacement index), as published by Statistics South Africa or any replacement body;
- 1.2.3.2.2 have or acquire any subsidiary;
- 1.2.3.2.3 engage any employees;
- 1.2.3.2.4 occupy any premises;
- 1.2.3.2.5 commence or engage in any dissolution, liquidation, consolidation or merger proceedings in relation to the Company;
- 1.2.3.2.6 sell or otherwise dispose of its assets or undertaking;

SCHEDULE 1- INCORPORATION AND NATURE OF THE COMPANY

- 1.2.3.2.7 grant any rights, whether real or personal, of any nature whatsoever, whether registered or unregistered, over any of its assets to any third party whatsoever, and in particular, but without limitation, the Company shall not cede, pledge, mortgage or encumber any of its assets in any manner whatsoever or enter into any agreement or arrangement having the effect of granting any security interest or preferential treatment over any of its assets; or
- 1.2.3.2.8 approve the registration of transfer of shares in its issued share capital.
- 1.2.3.3 **other undertakings**
- The Company shall:
- 1.2.3.3.1 conduct its business in accordance with the provisions of the Transaction Documents, including, without limitation, complying with all negative and positive undertakings set out in the Terms and Conditions;
- 1.2.3.3.2 not enter into any reconstruction, amalgamation, merger or consolidation;
- 1.2.3.3.3 always hold itself out as an entity which is separate from any other entity or group of entities and shall correct any misunderstanding known to the Company regarding its separate identity;
- 1.2.3.3.4 not issue any shares other than as permitted or required or contemplated by the Transaction Documents; and
- 1.2.3.3.5 maintain books and records separate any other person or entity, maintain bank accounts separate from those of any other person or entity and shall not commingle its assets with the assets of any other person or entity.

1.2.3.4 Company subject to the Programme

Any reference in this MOI to an act being permitted subject to any restrictions in the MOI, shall be subject to all restrictions, positive undertakings and negative undertakings in all agreements, documents, deeds and instruments to which the Company is or may become a party pursuant to the Programme.

1.2.4 winding-up

Neither the directors, in their own capacity or on behalf of the Company, nor any member of the Company, shall institute, or join with any person in instituting, any proceedings for the liquidation, winding-up or judicial management of the Company or any compromise or scheme of arrangement with its members or any of its creditors or any related relief, in any court in South Africa or elsewhere, until two years after all the Notes have been redeemed in full and amounts owing to all the other Secured Creditors are paid in full accordance with the provisions of the Transaction Documents, unless such directors or members are likely, in the opinion of a legal advisor with no less than 10 (ten) years experience as such, to incur personal liability for any failure to do so.

1.3 There are no other restrictive conditions applicable to the Company in terms of section 15(2)(b) or (c).

2. Limiting legal capacity and powers

The following provisions limiting the powers and capacity of the Company, as contemplated in section 19(1)(b)(ii), apply to the Company:

2.1 The Company shall not have the power or capacity to, and no director, other officer, body or organ of the Company shall be authorised on behalf of the Company to:

2.1.1 form and have an interest in any company, joint venture, partnership, association, entity or person of whatsoever nature for the purpose of acquiring the undertaking or all or any of the assets or liabilities of the

Company or for any other purpose which may seem, directly or indirectly, calculated to benefit the Company, and to transfer to any such company, joint venture, partnership, association, close corporation, entity or person of whatsoever nature the undertaking or all or any of the assets or liabilities of the Company;

- 2.1.2 amalgamate with other companies;
 - 2.1.3 remunerate any person or persons, either in cash or by the allotment of shares (credited as fully paid-up), for services rendered in its formation;
 - 2.1.4 make donations; and
 - 2.1.5 pay gratuities or pensions or establish pension schemes, profit-sharing plans or other incentive schemes in respect of its directors, officers and employees.
- 2.2 Except as permitted or required or contemplated pursuant to the Transaction Documents or save with the prior written approval of the Security SPV, the Company shall not:
- 2.2.1 purchase or acquire in any way stock-in-trade, plant, machinery, land, buildings, agencies, shares, debentures or any other kind or description of movable and immovable property;
 - 2.2.2 manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with its undertaking or all or any part of its property and assets;
 - 2.2.3 apply for, purchase or by any other means acquire, protect, prolong and renew any patents, patent rights, licences, trade marks, concessions or other rights or deal with or alienate them;
 - 2.2.4 borrow money;
 - 2.2.5 secure the payment of moneys borrowed in any manner, including the mortgaging and pledging of property and, without detracting from the

- generality thereof, in particular by the issue of any kind of debenture or debenture stock, with or without security;
- 2.2.6 lend money to any person or company;
- 2.2.7 invest money in any manner;
- 2.2.8 open and operate banking accounts;
- 2.2.9 make, draw, issue, execute, accept, endorse or discount promissory notes, bills of exchange or any other kind of negotiable or transferable instruments;
- 2.2.10 enter into indemnities, guarantees or suretyships or secure payment thereunder in any way;
- 2.2.11 take part in the management, supervision or control of the business or operations of any other company or business or enter into partnerships or joint ventures or be interested in any way whatsoever in any company, close corporation, association, person or entity;
- 2.2.12 undertake or execute any trust;
- 2.2.13 act as principals, agents, contractors, trustees, consultants or advisors or render any service or sell any product;
- 2.2.14 distribute *in specie* or in kind any of its assets among its members;
- 2.2.15 enter into contracts outside the Republic or execute any contracts, deeds and documents in any foreign country; or
- 2.2.16 have a seal or use such seal for any purpose in the Republic or in any foreign country.

3. Amending the MOI

The following provisions relating to the amendment of the MOI, as contemplated in section 16(1)(c) apply, read with section 16(2), section 17(1)(a) and section 15(2)(a), apply:

- 3.1 The provisions of this MOI may not be amended or deleted whilst the Company has an obligation of any nature whatsoever owing to the Noteholders or the Subordinated Lenders, unless:
- 3.1.1 the Security SPV approves such amendment or deletion in writing;
 - 3.1.2 the directors of the Company sufficient to constitute a quorum unanimously consent to such amendment or deletion; and
 - 3.1.3 the rating agency or each of the rating agencies appointed by the Company assign a rating to the Notes, is furnished with prior written notice of such proposed amendment or deletion.

4. Rules

The following provisions relating to the Board's authority to make rules relating to the governance of the Company, as contemplated in section 15(3) to (5A), apply:

Not amended by this MOI.

**NQABA FINANCE 1 (PROPRIETARY) LIMITED, REGISTRATION NUMBER:
2005/040050/07 (THE "COMPANY")**

**ROUND ROBIN RESOLUTIONS OF THE SOLE SHAREHOLDER OF THE
COMPANY PASSED IN ACCORDANCE WITH SECTION 60 OF THE COMPANIES
ACT**

1. NOTICE

The sole shareholder of the Company waives the notice of a meeting proposed to consider the following resolutions in terms of section 62(2A) of the Companies Act, 71 of 2008 (the "Companies Act"), as these resolutions will be proposed and passed on a round robin basis as written resolutions of the shareholder, and furthermore consents to the passing and approval of the following resolutions in terms of section 60 of the Companies Act.

**2. THE SOLE SHAREHOLDER OF THE COMPANY RESOLVED AS
FOLLOWS:**

2.1 Special resolution 1


The existing Memorandum of Incorporation of the Company ("Old MOI") be and is deleted in its entirety and replaced with the new Memorandum of Incorporation of the Company attached hereto as Annex "A" ("New MOI") in terms of section 16(1)(c)(i) and (ii), section 16(5)(a) and Item 4(2)(a) of Schedule 5 to the Companies Act, with effect from the date of filing of the required Notice of Amendment and New MOI with the Companies and Intellectual Property Commission ("CIPC").

2.2 Special resolution 2

The Company cease to be categorised as a private company and be and is recategorised as a public company in terms of section 8(2)(d) of the Companies Act, upon the adoption and filing of the New MOI.

2.3 Special Resolution 3

The Company is subject to certain restrictive conditions and in compliance with the Companies Act, the name of the Company include (RF) by changing the name of the Company from "Nqaba Finance 1


MELISSA McLACHLAN CERTIFIED A TRUE COPY
Commissioner of Oaths OF THE ORIGINAL
Practising Attorney R.S.A.
10 Frisker Road
Illovo Boulevard
Johannesburg 2196



(Proprietary) Limited" to "Nqaba Finance 1 (RF) Limited" in terms of section 11(3)(c)(iii) of the Companies Act, upon the adoption and filing of the New MOI and upon registration of the amended registration certificate.

2.4 Special resolution 4

The main business of the Company is as described in paragraph 1.2.1 of Schedule 1 to the New MOI.

2.5 Ordinary resolution

Any one of the directors of the Company, acting alone, be and is authorised, instructed and empowered, on behalf of the Company, to do or cause all such things to be done, and to sign and file the required Notice of Amendment and accompanying documents in terms of section 16(7) of the Companies Act and the Companies Regulations to give effect to the preceding resolutions. Any actions which have thus far been taken by any one of the directors of the Company related to the preceding resolutions are ratified and accepted.

Signed at *Johannesburg* on *22 February* 2013

[Signature]

For: Nqaba Finance 1 Owner ..
Trust (IT2812/06)


Trustee duly authorised

CERTIFIED A TRUE COPY
OF THE ORIGINAL
[Signature]
MELISSA McLACHLAN
Commissioner of Oaths
Practising Attorney R.S.A.
10 Fricker Road
Illovo Boulevard
Johannesburg 2196

VERIFICATION OF CERTIFICATE OF AMENDMENT TO COMPANY INFORMATION

I, Nosipo Nomahlubi Mgojo, conveyancer of Venns Attorneys, hereby certify that the Certificate of Amendment to Company information for Nqaba Finance 1 (RF) Ltd, Registration Number 2005/040050/06 has been duly verified by me on the CIPC-website www.cipc.co.za on 17 March 2017.

20 MARCH 2017
DATE



CONVEYANCER
NOSIPO NOMAHLUBI MGOJO