



BAYPORT SECURITISATION (RF) LTD

(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)

To: **Central Securities Depository (PTY) Limited**
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Date: 10 March 2017

REQUEST TO NOTEHOLDERS TO PROVIDE CONSENTS IN RESPECT OF:

- (1) THE AMENDMENT OF THE TERMS AND CONDITIONS BY THE INCLUSION OF THE REDEMPTION OF NOTES BY THE ISSUER SUBJECT TO THE REPLACEMENT OF THOSE NOTES AND THE SUBSEQUENT AMENDMENT TO THE TRANSACTION DOCUMENTS**
 - (2) THE APPOINTMENT BY THE ISSUER OF ALTERNATIVE RATING AGENCIES AND THE SUBSEQUENT AMENDMENT TO THE TRANSACTION DOCUMENTS**
 - (3) THE AMENDMENT OF THE TRANSACTION DOCUMENTS IN RESPECT OF THE CONSOLIDATED BANK ACCOUNT**
 - (4) THE AMENDMENT OF THE TRANSACTION DOCUMENTS IN RESPECT OF THE SUBMISSION OF THE AUDITED ANNUAL FINANCIAL STATEMENTS**
 - (5) THE AMENDMENT OF THE PROGRAMME MEMORANDUM**
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1. Introduction

1.1 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. 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.

1.2 On or about 24 August 2016, the aforementioned Supplements to the programme memorandum were consolidated and incorporated into the programme memorandum and further amendments were effected thereto such that the programme memorandum is now an amendment and restatement of the previous programme memorandum (the “Programme Memorandum”). The Programme Memorandum was approved by and registered with the JSE on 24 August 2016.

- 1.3 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*".
- 1.4 With regard to the **FIRST CONSENT**, relating to the amendment of the Terms and Conditions and the subsequent amendment to the Transaction Documents (the Security Trust Deed (**Annexure 1**), the Management Agreement (**Annexure 2**) and the Standby Administration Agreement (**Annexure 3**), the **SECOND CONSENT**, relating to the subsequent amendment of the definition "Rating Agency" in the Transaction Documents, the **THIRD CONSENT**, relating to the amendment of the definition "Consolidated Bank Account" in the Transaction Documents, the **FOURTH CONSENT**, relating to the amendment of the Transaction Documents in relation to the submission of the audited annual financial statements and the **FIFTH CONSENT**, relating to the amendment of the Programme Memorandum, sought in paragraphs 2 to 6 below, the Issuer requires the consent of a Special Majority of Funders being Funders who would, on a poll, between them hold more than 75% of the total votes of all Funders at that time. Formal approval of the proposed amendments must first be obtained from the JSE.
- 1.5 In this regard every Funder will be entitled to vote as follows:
- 1.5.1 10 votes for each Class A Note of which he is the registered holder or representative;
- 1.5.2 10 votes for each complete R1,000,000 of capital owing by the Issuer to a Facility Grantor in terms of the corresponding Warehousing Facility and/or Liquidity Facility;
- 1.5.3 two votes for each Class B Note of which he is the registered holder or representative;
- 1.5.4 one and a half votes for each Class C Note of which he is the registered holder or representative; and
- 1.5.5 one vote for each Class D Note of which he is the registered holder or representative.
- 1.6 With regard to the **SECOND CONSENT**, relating to the appointment by the Issuer of alternative rating agencies, sought in paragraph 3 below, the Issuer requires the consent of an Ordinary Majority of Senior Debt Funders being Senior Debt Funders who would, on a poll, between them hold more than 50% of the total votes of all Senior Debt Funders at that time.
- 1.7 The CSD is requested to provide sufficient information regarding the consent allocated per class of Notes in order to enable the Issuer to determine the level of voting.
- 1.8 Such consents will be requested at the meeting to be held on 3 April 2017 at 11h00 at Bayport House, 23A 10th Avenue, Rivonia, 2128 Republic of South Africa.

2. **FIRST CONSENT REQUIRED**

2A. The Early Redemption of Notes

- 2.1 In terms of the restrictions contained in the Security Trust Deed, and repeated in Condition 18.2 of the Terms and Conditions contained in the Programme Memorandum, the Issuer may only amend the Terms and Conditions, if such amendment is approved by a Special Majority of the Funders, provided that formal approval shall first have been obtained from the JSE. It is recorded that formal approval was obtained from the JSE on 28 February 2017.
- 2.2 Currently, the redemption provisions in Condition 7.3 of the Programme Memorandum ("Redemption at the Option of the Issuer") contains limited circumstances under which the Issuer may redeem Notes.

- 2.3 The Noteholders are requested to consent to the amendment of paragraph 7.3 to the Terms and Conditions by the insertion of a new paragraph which makes provision for the early redemption of any number of any class or Tranche of Notes by the Issuer, at any time prior to the Maturity Date thereof, without the prior written consent of a Special Majority of Noteholders, provided that the Noteholders who held the Notes so redeemed, simultaneously subscribe for new Notes to be issued by the Issuer, with a Nominal Value not being less than the Nominal Value, and with a Maturity Date not occurring earlier than the Maturity Date, of the Notes so redeemed.

2B. The Transaction Documents

- 2.4 Following receipt of the consent contemplated in paragraph 2.3 above, the Issuer intends amending the provisions of clause 11.8.2 of the **Security Trust Deed** by making that portion of clause 11.8.2 which starts with “the Company may redeem all” as sub-clause 11.8.2.1 and inserting a new clause 11.8.2.2 as follows-

11.8.2.2 the Company shall be entitled to redeem any number of any class or Tranche of Notes on any date prior to the Maturity Date thereof, without the prior written consent of a Special Majority of Senior Debt Funders, subject to the Noteholders whose Notes are so redeemed, subscribing for new Notes to be issued by the Issuer, with an aggregate Nominal Amount not being less than the Nominal Amount, and a Maturity Date occurring not earlier than the Maturity Date, of the Notes so redeemed.”;

3. SECOND CONSENT REQUIRED

3A. The Ability To Appoint Alternative Rating Agencies

- 3.1 In terms of the restrictions contained in the Security Trust Deed, and repeated in the definition of “Rating Agency” in paragraph 3.164 of the Programme Memorandum, any other rating agency may not be appointed by the Issuer without the prior approval of an Ordinary Majority of Senior Debt Funders.
- 3.2 The Issuer would like to obtain the prior approval of the Ordinary Majority of Senior Debt Funders to appoint, as an alternative to the appointment of Standard & Poor’s Financial Services LLC, registration number 07114748, any one of Global Credit Rating Company Proprietary Limited, registration number 1995/005001/07, Moody’s Investors Service, registration number 1950192, or any other internationally recognized rating agency.
- 3.3 Accordingly, Noteholders are requested to give their consent to the appointment by the Issuer of any one of Standard & Poor’s Financial Services LLC, registration number 07114748, Global Credit Rating Company Proprietary Limited, registration number 1995/005001/07, Moody’s Investors Service, registration number 1950192 or any other internationally recognised rating agency.

3B. The Subsequent Amendment To The Transaction Documents

- 3.4 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.
- 3.5 Following receipt of the consent required in paragraph 3A above, the Issuer proposes making changes to the **Security Trust Deed** by amending the definition “Rating Agency” in clause 2.1.106 by replacing it with the following definition –

“2.1.106 “Rating Agency” means, Standard & Poor’s Financial Services LLC, registration number 07114748, Global Credit Rating Company Proprietary Limited, registration number 1995/05001/07, Moody’s Investors Service Ltd, registration number 1950192, or any other

internationally recognised rating agency appointed by the Company from time to time, save in respect of the period prior to 30 September 2013 where it shall continue to refer to Global Credit Rating Company (Pty) Limited, registration number 1995/005001/07;”

- 3.6 Following receipt of the consent required in paragraph 3A above, the Issuer proposes making changes to the **Management Agreement** by amending the definition “Rating Agency” in clause 1.2.42A of the Management Agreement as contemplated in 3.5 above.
- 3.7 Following receipt of the consent required in paragraph 3A above, the Issuer proposes making changes to the **Standby Administration Agreement** by amending the definition “Rating Agency” in clause 1.2.38 of the Standby Administration Agreement as contemplated in 3.5 above
- 3.8 Accordingly, Noteholders are requested to give their consent to the amendment of clause 2.1.106 of the Security Trust Deed, clause 1.2.42A of the Management Agreement and clause 1.2.38 of the Standby Administration Agreement.

4. **THIRD CONSENT REQUIRED**

- 4.1 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.
- 4.2 The Issuer proposes making changes to the **Management Agreement** by amending the definition “Consolidated Bank Account” in clause 1.2.25 by replacing it with the following definition –
- “1.2.25 *“Consolidated Bank Account” means the bank account conducted by the Company and into which the Collections SPV will transfer all collections in respect of the Loan Claims owing to the Company, the details of which shall be furnished to the Manager by the Company in writing from time to time, provided that such bank has a credit rating of not less than F1 (national scale rating) or equivalent;”*
- 4.3 The Issuer also proposes making changes to the **Standby Administration Agreement** by amending the definition “Consolidated Bank Account” in clause 1.2.14 as contemplated in 4.2 above.
- 4.4 Accordingly, Noteholders are requested to give their consent to the amendment of clause 1.2.25 of the Management Agreement and clause 1.2.14 of the Standby Administration Agreement.

5. **FOURTH CONSENT REQUIRED**

- 5.1 The Issuer proposes amending clause 20.1.1 of the Security Trust Deed, pursuant to the provisions of the JSE Debt Listings Requirements, which requires the submission by issuers, with financial year ends on or after 30 September 2017, of their audited annual financial statements within 4 (four) months of the end of such financial year end. Accordingly, the Issuer intends amending clause 20.1.1 of the **Security Trust Deed** by the insertion of the punctuation and words “, *save in respect of the financial year ending 31 December 2016, the audited annual financial statements shall be delivered on or before 30 June 2017;*”, so that clause 20.1.1 reads as follows –
- “20.1.1 *copies of the audited annual financial statements of the Company at the same time that these documents are forwarded to the ordinary shareholders of the Company, but in any event no later than 4 (four) months after its financial year end in respect of the annual financial statements, save in respect of the*

financial year ending 31 December 2016, the audited annual financial statements shall be delivered on or before 30 June 2017;”.

5.2 Accordingly, Noteholders are requested to give their consent to the amendment of clause 20.1.1 of the Security Trust Deed.

6. **FIFTH CONSENT REQUIRED**

6.1 Following receipt of the consents required above, the Issuer proposes making the same changes to the Programme Memorandum, where so required.

6.2 Accordingly, Noteholders are requested to give their consent to the amendment of the Programme Memorandum in the same respects contemplated above.

For: Bayport Securitisation (RF) LTD

March 2017

FIRST ADDENDUM TO AMENDED AND RESTATED TRUST DEED (2015)

in respect of

THE BAYPORT SECURITISATION DEBENTURE HOLDERS TRUST

established by

BAYPORT SECURITISATION (RF) LTD

Registration Number 2008/003/55707
(as the Founder)

with

PT & A TRUSTEES (PROPRIETARY) LIMITED

Registration Number 2004/016800/07
(as the first Trustee)

THE BAYPORT SECURITISATION DEBENTURE HOLDERS TRUST

1. DEFINITIONS

- 1.1 Unless expressly defined to the contrary herein, words defined in the Amended and Restated Trust Deed (2015) shall bear the same meaning in this Addendum, and the corresponding definition shall be deemed to have been incorporated herein by reference. The following words and expressions shall have the meanings assigned to them –
- 1.1.1 “Addendum” means this first addendum to the Amended and Restated Trust Deed (2015);
- 1.1.2 “Amended and Restated Trust Deed (2015)” means the amended and restated trust deed executed by and between the Parties on or about 14 July 2016, in terms of which all amendments to the Second Consolidated Amended Trust Deed were consolidated and the Second Consolidated Amended Trust further amended in certain respects;
- 1.1.3 “Effective Date” means [●].

2. AMENDMENT OF THE AMENDED AND RESTATED TRUST DEED (2015)

- 2.1 The Amended and Restated Trust Deed (2015) is hereby amended as follows -
- 2.1.1 by the amendment of clause 2.1.106 of the definition “Rating Agency” by (i) the insertion of the words and numbers “*Global Credit Rating Company Proprietary Limited, registration number 95/05001/07, Moody’s Investors Service Ltd, registration number 1950192*” after the registration number “07114748”, (ii) the insertion of the words “*internationally recognised*” before the words “rating agency” in the second line of that clause; and (iii) by the deletion of the words “with the prior approval of an Ordinary Majority of Senior Debt Funders or an Ordinary Resolution of Senior Debt Funders”, so that clause 2.1.106 reads as follows-
- “2.1.106 “Rating Agency” means, *Standard & Poor’s Financial Services LLC, registration number 07114748, Global Credit Rating Company Proprietary Limited, registration number 1995/05001/07, Moody’s Investors Service Ltd, registration number 1950192, or any other internationally recognised rating agency appointed by the Company from time to time, save in respect of the period prior to 30 September 2013 where it shall continue to refer to Global Credit Rating Company (Pty) Limited, registration number 1995/005001/07;*”;
- 2.1.2 by the amendment of clause 11.8.2 under the section headed “Repayment of the Notes at the instance of the Company” by making the section commencing

with the words “the Company may redeem all” as clause 11.8.2.1 and inserting a new clause 11.8.2.2 as follows –

“11.8.2.2 *the Company shall be entitled to redeem any number of any class or Tranche of Notes on any date prior to the Maturity Date thereof, without the prior written consent of a Special Majority of Senior Debt Funders, subject to the Noteholders whose Notes are so redeemed, subscribing for new Notes with an aggregate Nominal Amount not being less than the Nominal Amount, and a Maturity Date occurring not earlier than the Maturity Date, of the Notes so redeemed.*”

so that clause 11.8.2 reads as follows –

“11.8.2 *Notwithstanding the provisions of clause 11.8.1,-*

11.8.2.1 *the Company may redeem all (and not only some) of the Notes of a particular class out of the excess amounts collected from time to time under the Loan Agreements, provided that (i) all prior ranking Notes have been settled in full, and (ii) it has given the corresponding Noteholders not less than 20 (twenty) Business Days prior written notice of its intention to do so (whereupon the Company shall be obliged to effect payment to the Noteholders in question of the amount calculated in accordance with the provisions of clause 11.6.2);*

11.8.2.2 *the Company shall be entitled to redeem any number of any class or Tranche of Notes on any date prior to the Maturity Date thereof, without the consent of Senior Debt Funders, subject to the Noteholders whose Notes are so redeemed, subscribing for new Notes with an aggregate Nominal Amount not being less than the Nominal Amount, and a Maturity Date occurring not earlier than the Maturity Date, of the Notes so redeemed.*”;

2.1.3

by the amendment of clause 20.1.1 by inserting the punctuation and words “, save in respect of the financial year ending 31 December 2016, the audited annual financial statements shall be delivered on or before 30 June 2017,” at the end of that clause so that clause 20.1.1 reads as follows –

“20.1.1 *copies of the audited annual financial statements of the Company at the same time that these documents are forwarded to the ordinary shareholders of the Company, but in any event no later than 4 (four) months after its financial year end in respect of the annual financial statements, save in*

respect of the financial year ending 31 December 2016, the audited annual financial statements shall be delivered on or before 30 June 2017;”.

2.2 Save for the amendments in clause 2.1 above, the remaining provisions of the Amended and Restated Trust Deed (2015) shall continue of full force and effect.

Signed at this day of2017

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For: **Bayport Securitisation (RF) Ltd**

Signed at this day of2017

.....
For: **PT & A Trustees (Proprietary) Limited**

FIRST ADDENDUM TO THE CONSOLIDATED AMENDED MANAGEMENT AGREEMENT (2015)

between

BAYPORT FINANCIAL SERVICES 2010 PROPRIETARY LIMITED
Registration Number 2009/018403/07
("the Originator")

and

BAYPORT SECURITISATION (RF) LIMITED
Registration Number 2008/003557/06
("the Company")

1. INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context -

1.1 words importing -

1.1.1 any one gender includes the other two genders;

1.1.2 the singular includes the plural and *vice versa*;

1.1.3 natural persons include created entities (corporate or unincorporated) and *vice versa*;

- 1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely -
- 1.2.1 "Addendum" means this first addendum to the Consolidated Amended Management Agreement (2015);
- 1.2.2 "Consolidated Amended Management Agreement (2015)" means the consolidated amended management agreement (2015) executed by the Parties on or about [●], in terms of which the Parties amended the Second Consolidated Amended Management Agreement in certain respects;
- 1.2.3 "Effective Date" means [●];
- 1.3 any term defined in the Consolidated Amended Management Agreement (2015) shall bear the same meaning in this Addendum and shall be incorporated herein by reference; and
- 1.4 a reference to a Party includes that Party's successors and permitted assigns.

2. **AMENDMENT OF THE CONSOLIDATED AMENDED MANAGEMENT AGREEMENT (2015)**

- 2.1 The Consolidated Amended Management Agreement (2015) is hereby amended as follows -
- 2.1.1 by the insertion in clause 1.2.25 of the definition "Consolidated Bank Account" of the words "*and into which the Collections SPV will transfer all collections in respect of the Loan Claims owing to the Company, the details of which shall be furnished to the Manager by the Issuer in writing from time to time*" after the words "conducted by the Company" and by the deletion of the rest of the definition so that clause 1.2.25 reads as follows –
- "1.2.25 "Consolidated Bank Account" means the bank account conducted by the Company and into which the Collections SPV will transfer all collections in respect of the Loan Claims owing to the Company, the details of which shall be furnished to the Manager by the Company in writing from time to time, provided that such bank has a credit rating of not less than F1 (national scale rating) or equivalent;"
- 2.1.2 by the amendment of clause 1.2.42A of the definition Rating Agency by (i) the insertion of the words and numbers "*registration number 07114748, Global Credit Rating Company Proprietary Limited, registration number 95/05001/07, Moody's Investors Service Ltd, registration number 1950192*" after the reference to "Standard & Poor's Financial Services LLC"; (ii) the insertion of the words "*internationally recognised*" before the words "rating agency" in the second line of that clause; and (iii) by the deletion of the words "with the prior

approval of an Ordinary Majority of Senior Debt Funders or an Ordinary Resolution of Senior Debt Funders”, so that clause 11.2.57 reads as follows-

“1.2.42A “Rating Agency” means, Standard & Poor’s Financial Services LLC, registration number 07114748, Global Credit Rating Company Proprietary Limited, registration number 1995/05001/07, Moody’s Investors Service Ltd, registration number 1950192, or any other internationally recognised rating agency appointed by the Company from time to time, save in respect of the period prior to 30 September 2013 where it shall continue to refer to Global Credit Rating Company (Pty) Limited, registration number 1995/005001/07;”.

2.2 Save for the amendments in clause 2.1 above, the remaining provisions of the Consolidated Amended Management Agreement (2015) shall continue of full force and effect.

Signed at this day of 2017

for: **Bayport Financial Services 2010 (Proprietary) Limited**

Signed at this day of 2017

for: **Bayport Securitisation (RF) Ltd**

Annexure 3

FIRST ADDENDUM TO THE CONSOLIDATED AMENDED STANDBY ADMINISTRATION AGREEMENT (2015)

between

MBD ACCOUNTS RECEIVABLE MANAGEMENT PROPRIETARY LIMITED

Registration Number 2001/002612/07

("MBD")

and

BAYPORT SECURITISATION (RF) LIMITED

Registration Number 2008/003557/06

("the Company")

and

BAYPORT FINANCIAL SERVICES 2010 PROPRIETARY LIMITED

Registration Number 2009/018403/07

("the Originator")

1. INTERPRETATION

In this Agreement, unless inconsistent with or otherwise indicated by the context:

1.1 words importing:

1.1.1 any one gender includes the other two genders;

1.1.2 the singular includes the plural and *vice versa*;

1.1.3 natural persons include created entities (corporate or unincorporated) and *vice versa*;

1.2 the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.2.1 "Addendum" means this first addendum to the Consolidated Amended Standby Administration Agreement (2015);

1.2.2 "Consolidated Amended Standby Administration Agreement (2015)" means the consolidated amended standby administration agreement (2015) executed by the Parties on or about [●], in terms of which the Parties amended the First Consolidated Amended Standby Administration Agreement in certain respects;

1.2.3 "Effective Date" means [];

1.3 any term defined in the Consolidated Amended Standby Administration Agreement (2015) shall bear the same meaning in this Addendum and shall be incorporated herein by reference; and

1.4 a reference to a Party includes that Party's successors and permitted assigns.

2. **AMENDMENT OF THE CONSOLIDATED AMENDED STANDBY ADMINISTRATION AGREEMENT (2015)**

2.1 The Consolidated Amended Standby Administration Agreement (2015) is hereby amended as follows -

2.1.1 by the insertion in clause 1.2.14 of the definition "Consolidated Bank Account" of the words "*and into which the Collections SPV will transfer all collections in respect of the Loan Claims owing to the Company*" after the words "conducted by the Company" and by the deletion of the rest of the definition so that clause 1.2.14 reads as follows –

"1.2.14 "Consolidated Bank Account" means the bank account conducted by the Company and into which the Collections SPV will transfer all collections in respect of the Loan Claims owing to the Company;"

2.1.2 by the amendment of clause 1.2.38 of the definition "Rating Agency" by (i) the insertion of the words and numbers "*registration number 07114748, Global Credit Rating Company Proprietary Limited, registration number 95/05001/07, Moody's Investors Service Ltd, registration number 1950192*" after the reference to "Standard & Poor's Financial Services LLC"; (ii) the insertion of the words "*internationally recognised*" before the words "rating agency" in the second line of that clause; and (iii) by the deletion of the words "with the prior approval of an Ordinary Majority of Senior Debt Funders or an Ordinary Resolution of Senior Debt Funders", so that clause 1.2.38 reads as follows -

“1.2.38 *“Rating Agency” means, Standard & Poor’s Financial Services LLC, registration number 07114748, Global Credit Rating Company Proprietary Limited, registration number 1995/05001/07, Moody’s Investors Service Ltd, registration number 1950192, or any other internationally recognised rating agency appointed by the Company from time to time, save in respect of the period prior to 30 September 2013 where it shall continue to refer to Global Credit Rating Company (Pty) Limited, registration number 1995/005001/07;”.*

2.2 Save for the amendment in clause 2.1 above, the remaining provisions of the Consolidated Amended Standby Administration Agreement (2015) shall continue of full force and effect.

Signed at this day of 2017

for: **MBD Accounts Receivable Management Proprietary Limited**

Signed at this day of 2017

for: **Bayport Securitisation (RF) Ltd**

Signed at this day of 2017

for: **Bayport Financial Services 2010 Proprietary Limited**