PRICING SUPPLEMENT

BAYPORT SECURITISATION (RF) LTD

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

Issue of ZAR412,000,000 CLASS A FLOATING RATE NOTES
Under its ZAR10,000,000,000 Asset Backed Note Programme
("the Programme")
STOCK CODE BAYA73

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum issued by Bayport Securitisation (RF) Ltd dated 13 April 2017, as amended and/or supplemented from time to time (the "**Programme Memorandum**"). To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum headed "Glossary of Definitions". References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the Programme Memorandum headed "Terms and Conditions of the Notes". Reference to any Condition in this Applicable Pricing Supplement is to that Condition of the Terms and Conditions.

DESCRIPTION OF THE NOTES

1.	Issuer	Bayport Securitisation (RF) LTD
2.	Status and Class of the Notes	Secured Class A Notes
3.	Tranche Number	73
4.	Aggregate Nominal Amount of this Tranche	ZAR412,000,000
5.	Interest Payment Basis	Floating Rate Notes
6.	Form of Notes	Listed Registered Notes. The Notes in this Tranche are issued in uncertificated form and held by the CSD
7.	Issue Date	01-April-2019
8.	Settlement Date	01-April-2019
9.	Nominal Amount per Note	ZAR1,000,000
10.	Minimum Denomination per Note	Notes are subject to a minimum denomination of ZAR1,000,000
11.	Currency	ZAR
12.	Issue Price(s)	100.00% of the Nominal Amount of each Note

13.	Interest Commencement Date(s)	01-April-2019
14.	Payment Day	Following Business Day Convention
15.	Stated Date	31 March-2022
16.	Capital Repayment Profile	Amortising
17.	Redemption Condition	7.1 of the Programme Memorandum
18.	Maturity Date	31 March-2022
19.	Final Redemption Amount	as per Condition 7 of the Programme Memorandum
20.	Use of Proceeds	As stated in Programme Memorandum
21.	Books Close Period	The Register will be closed from 20 June to 30 June, 20 September to 30 September, 21 December to 31 December, and 21 March to 31 March, each year.
22.	Last day to Register	Up until close of business on the business day immediately preceding the first day of a Books Closed Period being 19 June, 19 September, 20 December, and 20 March each year by 17h00.
23.	Penalty Interest Rate	Prime plus 600 basis points
24.	Description of Underlying Asset	The Security Trust has executed a limited recourse Guarantee in favour of the Noteholders and other Secured Creditors. The Issuer has provided an Indemnity to the Security Trust in respect of claims made under the Guarantee. As security for such Indemnity, the Issuer has ceded and pledged, *in securitatem debiti*, the assets of the Issuer (comprising the Ceded Rights and which include the rights to the Collection Accounts) to the Security Trust. Whilst the Notes are not directly secured by any of the assets of the Issuer, the assets of the Issuer to which the security structure (described above and in the Programme Memorandum) have access, for the benefit of Noteholders and other Secured Creditors, are the Ceded Rights. "Ceded Rights" means all present and future claims in the Issuer's favour, without restriction or exception (whether as to the identity of the debtors, the cause of debt, the nature of the claim or anything else whatsoever), including but not limited to – • the Issuer's right, title and interest (both present and future) in and to the Bank Accounts;

- the Issuer's right, title and interest (both present and future) under and in terms of the Loan Agreements;
- the Issuer's right, title and interest (both present and future) in and to the Ancillary Contracts; and
- the Issuer's right, title and interest (both present and future) under and in terms of the Transaction Documents.

"Bank Accounts" means the Issuer's bank accounts operated and/or maintained by or on behalf of the Issuer from time to time.

"Ancillary Contracts" in relation to each Qualifying Loan Agreement means:

- all security provided in respect of any Qualifying Loan Agreement, including all and any suretyships, guarantees, acknowledgements of debt and/or other security instruments of whatsoever nature provided in respect of such Qualifying Loan Agreement;
- all and any payroll and/or debit order authorisations, emolument attachment orders and/or administration orders in respect of amounts payable by the relevant Borrower under such Qualifying Loan Agreement; and
- all and any policies of insurance taken out by the corresponding Borrower and ceded to the Issuer and/or in respect of which the Issuer is a beneficiary.

"Loan Agreements" the personal unsecured loan agreements and other funding agreements concluded by the Originator in accordance with the Credit Granting Criteria which shall be interpreted to include a Cellular Contract;

"Cellular Contract" a written agreement concluded by the Originator with a Borrower in terms of which the Originator makes certain cellular phone services available to the Borrower on credit terms and for which contractual subscriptions are agreed to be paid by the Borrower to the Originator over an extended time period;

"Qualifying Loan Agreement" any Loan Agreement concluded by or on behalf of the Originator with a Borrower in accordance with the Credit Granting Criteria and sold to the Issuer in terms of the Sale of Claims Agreement;

"Credit Granting Criteria" the credit granting criteria of the Originator as contained in the Schedule of Credit Granting Criteria attached to the Programme Memorandum as Appendix 1, as amended from time to time by agreement between the Originator and the Issuer provided that such amendment shall not be implemented

	without the prior written consent of a Special Majority of Funders or the approval of a Special Resolution of Funders. For further details regarding Security please refer to the Programme Memorandum. For further information with regards to the Underlying Asset please refer to http://www.bayportfinance.com/investor-relations/bayport-securitisation/
25. Set out the relevant description of any additional Terms and Conditions relating to the Notes	N/A

FIXED RATE NOTES

26.

a. Fixed Rate of Interest	N/A
b. Interest Payment Date(s)	N/A
c. Interest Step-Up Date	N/A
d. Interest Step-Up Interest Rate	N/A
e. Any other terms relating to the particular method of calculating interest	N/A

FLOATING RATE NOTES OR INDEX-LINKED NOTES

27.

a. Interest Payment Date(s)	30 June, 30 September, 31 December and 31 March each year. If such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention.
b. Interest Period(s)	each period from but not including one Interest Payment Date to and including, the following Interest Payment Date each 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 end on (but exclude) [the following Interest Payment Date / state specific Interest Payment Date – 28 June 2019] (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention);

c. Interest Rate	3-month ZAR-JIBAR plus 394 basis points payable Quarterly in arrears
d. Definitions of Business Day (if different from that set out in the "Glossary of Definitions" contained in the Programme Memorandum)	N/A
e. Minimum Rate of Interest	N/A
f. Maximum Rate of Interest	N/A
g. Interest Step-Up Date	N/A
h. Interest Step-Up Interest Rate	N/A
i. Other terms relating to the method of calculating interest (e.g. day count fraction, rounding up provisions)	N/A
28. Manner in which the Rate of Interest is to be determined	N/A
29. Margin/Spread for the Interest Rate	394 basis points to be added to the relevant Reference Rate
30. If ISDA Determination	N/A
a. Floating Rate	N/A
b. Floating Rate Option	N/A
c. Designated Maturity	N/A
d. Reset Date(s)	N/A
e. ISDA Definitions to Apply	N/A
31. If Screen Rate Determination	Yes
a. Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	3 Month ZAR-JIBAR with the first interest determination date being 01 April 2019.
b. Rate Determination Date(s)	30 June, 30 September, 31 December and 31 March each year.
c. Relevant Screen Page and Reference Code	Reuters Code: SAFEY reference code J2Y or any successor page
32. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Determination, insert basis for determining Rate of Interest/ Margin/Fall back provisions including, where applicable the Base CPI for CPI Linked instruments.	N/A

33.	Any other terms relating to the particular method of calculating interest	N/A

PROVISIONS REGARDING MATURITY DATE

34.	Extension at the Option of the Issuer:	N/A
	a. Extended Maturity Date	N/A
	b. Minimum Period of Notice	N/A
	c. Optional Redemption Amount on the extended Maturity Date and method, if any, of calculation of such amount	N/A
	d. If redeemable in part:	No
	i. Minimum Amount (s) Redemption	N/A
	ii. Higher Amount (s) Redemption	N/A

GENERAL

35.	Details of relevant Stabilisation Manager (if any)	N/A
36.	Additional selling restrictions	N/A
37.	International Securities Numbering (ISIN)	ZAG000158171
38.	Stock Code	BAYA73
39.	Financial Exchange	JSE
40.	The notice period required for exchanging Beneficial Interests in a Global Note for an Individual Certificate	14 days
41.	Capital Raising Process	Unsyndicated
42.	If syndicated, names of Dealers	N/A
43.	Rating assigned to this Tranche of Notes (if any)	zaAA+
44.	Rating Agency	Standard & Poors
45.	Date of Rating	01-April-2019
46.	Date of Next Rating Review	Process commences June 2019, or any such earlier date as required by the Rating Agency
47.	Governing Law	South Africa
48.	Calculation Agent	The Standard Bank of South Africa Ltd

49.	Specified Office of the Calculation Agent	9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg
50.	Transfer Agent	The Standard Bank of South Africa Ltd
51.	Specified Office of the Transfer Agent	9th Floor, Standard Bank Centre, 5 Simmonds Street, Johannesburg
52.	Security Trustee	PT&A Trustees (Pty) Ltd
53.	Specified Office of Security Trustee	3 Alice Lane, Sandown, Sandton, 2031
54.	Issuer Programme Limit	ZAR10,000,000,000
55.	Outstanding Principal Amount of Notes in Issue on the Issue Date of this Tranche	ZAR 2 319 173 832 excluding this Tranche of Notes and any other Tranches of Notes to be issued on the Issue Date
56.	Securitisation Regulations	The information which is required to be disclosed in terms of paragraph 16(2) of the Securitisation Regulations is set out in the Programme Memorandum
57.	Covenants	See Condition 10 of the Programme Memorandum
58.	Credit Events/Guarantee Events	See Condition 11 of the Programme Memorandum
59.	Other Provisions	N/A
60.	Additional Information	This Programme Memorandum has, prior to this issuance, been amended by supplements dated 22 September 2011, 25 April 2012, 31 July 2012, 28 June 2013, 10 September 2013 ,24 August 2016 and 13 April 2017.

Application is hereby made to list this Tranche of Notes as from 01-April-2019, pursuant to the Bayport Securitisation (RF) Ltd Asset Backed Note Programme.

The Issuer certifies that, to the best of its knowledge and belief, there are no facts that have been omitted which would make any statements in this Applicable Pricing Supplement as read with the Programme Memorandum false or misleading and that all reasonable enquiries to ascertain such facts have been made and that this Applicable Pricing Supplement as read with the Programme Memorandum contains all information required by law and the JSE Listings Requirements.

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, any Applicable Pricing Supplements, and the annual report or the amendments to the annual report, except as otherwise stated therein.

The JSE:

- takes no responsibility for the contents of this Programme Memorandum, any Applicable Pricing Supplements, or any annual report (as amended or restated from time to time) or the amendments to the annual report,
- makes no representation as to the accuracy or completeness of any of the foregoing documents; and
- expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of this Programme Memorandum, any Applicable Pricing Supplements, or the annual report (as amended or restated from time to time) or the amendments to the annual report.
- The JSE's approval of the registration of the placing document and listing of the debt securities is not to be taken in any way as an indication of the merits of the issuer or of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

BAYPORT SECURITISATION (RF) LTD

By: _____
Alfred Mahlosedi
Director, duly authorised
Date: 29-March-2019

By: _____
Rishendrie Thanthony
Director, duly authorised
Date: 29-March-2019

ANNEXURE A

Interest or Capital payment Date	Capital Payment
2019-04-01	-
2019-07-01	29 441 103
2019-09-30	30 255 121
2019-12-31	30 984 604
2020-03-31	31 948 341
2020-06-30	32 831 682
2020-09-30	33 661 501
2020-12-31	34 602 436
2021-03-31	35 684 083
2021-06-30	36 613 509
2021-09-30	37 590 600
2021-12-31	38 641 365
2022-03-31	39 745 655
TOTAL	**412 000 000**

*If a date falling on 30 June, 30 September, 31 December and 31 March of any year is not a business day the next business day is displayed in the preceding table in accordance with the Following Business Day Convention.