



Barloworld
Leading brands

BARLOWORLD LIMITED

(Incorporated in the Republic of South Africa with limited liability under Registration Number 1918/000095/06)

ZAR10,000,000,000

Domestic Medium Term Note and Commercial Paper Programme Supplement

On 1 September 2010, Barloworld Limited (the "Issuer") updated its ZAR10,000,000,000 Domestic Note and Commercial Paper Programme (the "Programme") pursuant to an amended and restated programme memorandum dated 1 September 2010 (the "Programme Memorandum") under which the Issuer may, from time to time, issue notes (the "Notes"). This supplement to the Programme Memorandum (the "Supplement") is published for the purposes of updating the Programme by updating the Programme Memorandum in various respects. This Supplement will apply to all Notes issued under the Programme on or after 1 September 2010 (the "Supplement Date") and will in respect of such Notes, supplement the Programme Memorandum.

This Supplement is supplemental to, and should be read in conjunction with the Programme Memorandum in respect of all Notes issued under the Programme after the Supplement Date. This Supplement is deemed to be incorporated in, and to form part of, the Programme Memorandum.

Where any term is defined within the context of a particular clause or section in the Programme Memorandum, the term so defined, unless it is clear from the clause or section in question that the term so defined has limited application to the relevant clause or section, shall bear the meaning ascribed to it for all purposes in this Supplement, unless the context otherwise requires. Expressions defined in the Programme Memorandum shall bear the same meaning in supplements to the Programme Memorandum, which do not themselves contain their own definition and in this Supplement.

In the event of any conflict between the provisions or definitions of the Programme Memorandum and the provisions or definitions of this Supplement, the provisions or definitions, as the case may be, of this Supplement shall prevail. The remaining provisions of the Programme Memorandum, particularly the Terms and Conditions, shall apply, subject to any amendments required by this Supplement. All references to the Programme Memorandum shall mean the Programme Memorandum as supplemented by this Supplement.

Arranger

**Rand Merchant Bank,
a division of FirstRand Bank Limited**

Debt Sponsor

**Absa Capital,
a division of Absa Bank Limited**

Dealers

**Absa Capital,
a division of Absa Bank Limited
Investec Bank Limited**

**Nedbank Capital,
a division of Nedbank Limited**

**Rand Merchant Bank,
a division of FirstRand Bank Limited**

**The Standard Bank of South Africa Limited,
acting through its Corporate and Investment Banking division**

Supplement to the Programme Memorandum dated 18 October 2011

IMPORTANT NOTICE

Capitalised terms used in this section shall bear the same meanings as used in the Terms and Conditions set out in the Programme Memorandum as supplemented by this Supplement, except to the extent that they are separately defined in this section or clearly inappropriate from the context.

The Issuer accepts full responsibility for the accuracy of the information contained in this Supplement to the Programme Memorandum and all documents incorporated by reference (see the section of this Supplement headed "*Document Incorporated by Reference*"). To the best of the knowledge and belief of the Issuer (who has taken all reasonable care to ensure that such is the case) the information contained in the Programme Memorandum, as supplemented hereby, is in accordance with the facts and does not omit anything which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Supplement contains all information required by law and the debt listings requirements of the JSE.

The Issuer, having made all reasonable enquiries, confirms that the Programme Memorandum, as supplemented hereby, contains or incorporates all information which is material in the context of the issue and the offering of Notes, that the information contained or incorporated in the Programme Memorandum and this Supplement, is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in the Programme Memorandum and this Supplement are honestly held and that there are no other facts the omission of which would make the Programme Memorandum and this Supplement, or any of such information or expression of any such opinions or intentions misleading in any material respect.

The Programme Memorandum and this Supplement are to be read in conjunction with all documents which are deemed to be incorporated therein by reference (see the section headed "*Documents Incorporated by Reference*" in the Programme Memorandum). The Programme Memorandum and this Supplement shall be read and construed on the basis that such documents are incorporated into and form part of the Programme Memorandum and the Supplement, as the case may be.

The Arranger, the Dealers, the Debt Sponsor, other professional advisers named herein or any of their respective employees, officers, directors, subsidiaries, holding companies, the subsidiaries of their holding companies (their "**Affiliates**") have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger, the Dealers, the Debt Sponsor, the other professional advisers or their Affiliates as to the accuracy or completeness of the information contained in the Programme Memorandum or this Supplement or any other information provided by the Issuer. The Arranger, the Dealers, the Debt Sponsor, the other professional advisers or their Affiliates do not accept any liability in relation to the information contained in the Programme Memorandum or the Supplement or any other information provided by the Issuer in connection with the Programme.

The JSE takes no responsibility for the contents of the Programme Memorandum, this Supplement, Applicable Pricing Supplements, or the annual report (as amended or restated from time to time), 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 the Programme Memorandum, this Supplement, the Applicable Pricing Supplements, or the annual report (as amended or restated from time to time). The Issuer shall accept full responsibility for the accuracy of the information contained in the Programme Memorandum, this Supplement, Applicable Pricing Supplements, and the annual report (as amended or restated from time to time), except as otherwise stated herein.

No person has been authorised to give any information or to make any representation not contained in or not consistent with the Programme Memorandum or the Supplement, or any other information supplied in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger, any of the Dealers, the Debt Sponsor, the other professional advisers or their Affiliates.

Neither the Programme Memorandum nor the Supplement, nor any other information supplied in connection with the Programme is intended to provide a basis for any credit or other evaluation, or should be considered as a recommendation by the Issuer, the Arranger, any of the Dealers, the Debt Sponsor, the other professional advisers or their Affiliates that any recipient of the Programme

Memorandum, the Supplement or any other information supplied in connection with the Programme should subscribe for, or, purchase, any Notes.

Each investor contemplating the subscription for, or purchase of, any Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and should determine for itself the relevance of the information contained in this Supplement and the Programme Memorandum. Neither the Programme Memorandum, the Supplement nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer, the Arranger, any of the Dealers, the Debt Sponsor, the other professional advisers or their Affiliates to any person to subscribe for or to purchase any Notes.

Neither the delivery of the Programme Memorandum, this Supplement nor any Applicable Pricing Supplement nor the offering, sale or delivery of any Note shall at any time imply that the information contained therein concerning the Issuer is correct at any time subsequent to the date hereof or that any other financial statements or other information supplied in connection with the Programme is correct as of any time subsequent to the date indicated in the document containing the same. The Arranger, Dealers, the Debt Sponsor, the other professional advisers or their Affiliates expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, *inter alia*, the most recent financial statements, if any, of the Issuer when deciding whether or not to subscribe for, or purchase, any Notes.

Neither the Programme Memorandum nor the Supplement constitutes an offer to sell or the solicitation of an offer to buy or an invitation to subscribe for, or purchase, any Notes in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction.

The distribution of the Programme Memorandum and/or the Supplement and the issue, sale or offer of Notes may be restricted by law in certain jurisdictions. None of, the Issuer, the Arranger, Dealers, the Debt Sponsor, the other professional advisers or their Affiliates represent that the Programme Memorandum or the Supplement may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, , the Arranger, the Dealers, the Debt Sponsor, the other professional advisers or their Affiliates which would permit a public offering of any Notes or distribution of the Programme Memorandum or this Supplement in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither the Programme Memorandum nor the Supplement, nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations, and the Dealers have represented that all offers and sales by them will be made in compliance with this prohibition.

Persons into whose possession the Programme Memorandum, the Supplement or any Notes come are required by the Issuer, the Arranger, Dealers, the Debt Sponsor, the other professional advisers or their Affiliates to inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of the Programme Memorandum, the Supplement and the offer, issue or sale of Notes in the United States of America, the United Kingdom, European Economic Area and the Republic of South Africa. For a description of certain restrictions on the offer, issue or sales of Notes and on the distribution of the Programme Memorandum, this Supplement or any Applicable Pricing Supplement and other offering material relating to the Notes, see the section of this Supplement headed "*Subscription and Sale*".

All references in this document to "Rands", "ZAR", "South African Rand", "R" and "cent" refer to the currency of South Africa, to "U.S.\$" to the currency of the United States of America and to "Euro" or "€" to the single currency introduced at the start of the third stage of European Economic and Monetary Union pursuant to the Treaty establishing the European Community, as amended.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (the "Securities Act"). Notes may not be offered, sold or delivered within the United States of America or to U.S. persons except in accordance with Regulation S under the Securities Act.

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AMENDMENTS TO THE PROGRAMME MEMORANDUM

The following amendments are made to the Programme Memorandum:

1. Under the heading "*Terms and Conditions of Notes*", the following amendments are made:

1.1 On page 28 of the Programme Memorandum, the definition of "*Extraordinary Resolution*" be and is hereby deleted and replaced with the following new definition:

"*Extraordinary Resolution*" a resolution passed at a meeting (duly convened) of the Noteholders or, as the case may be, by a majority consisting of not less than 66.67% (sixty six point six seven per cent) of the persons voting at such meeting upon a show of hands or if a poll be duly demanded then by a majority consisting of not less than 66.67% (sixty six point six seven per cent) of the votes given on such poll;"

1.2 On page 45 of the Programme Memorandum, Condition 10.5 headed "*Redemption in the event of a Change of Control*" be and is hereby deleted in its entirety and replaced with the following new Condition 10.5:

"10.5 *Redemption in the Event of a Change of Control*

The provisions of this Condition 10.5 (Redemption in the Event of a Change of Control) shall apply if specified in the Applicable Pricing Supplement.

10.5.1 A "*Change of Control Event*" shall occur if at any time while any Note remains Outstanding:

- (i) a *Change of Control* occurs; and
- (ii) within the *Change of Control Period* and in respect of that *Change of Control*:
 - (A) a *Rating Downgrade* occurs in relation to the Issuer and/or the Programme and/or any Notes rated by a Rating Agency, as the case may be; or
 - (B) if a *Negative Rating Event* occurs;

10.5.2 Promptly upon the Issuer becoming aware that a *Change of Control Event* has occurred, the Issuer shall give a notice to the Noteholders in accordance with Condition 18 (*Notices*) specifying the nature of the *Change of Control Event* and the circumstances giving rise to it and the procedure for exercising the option contained in this Condition 10.5.

10.5.3 If a *Change of Control Event* occurs at any time while any Note remains Outstanding, then provided the Noteholders have:

- (i) in terms of Condition 20 (*Meeting of Noteholders*) convened a meeting of Noteholders within 30 (thirty) days of the notification by the Issuer as set out in Condition 10.5.2; and
- (ii) resolved in terms of Condition 20 (*Meetings of Noteholders*) by way of *Extraordinary Resolution*, to require the redemption of the Notes of that Class of Noteholders in these circumstances,

the Issuer shall redeem all Notes held by that Class of Noteholders at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) days of having received a written notice from that Class of Noteholders to redeem such Note.

- 10.5.4 Such option shall be exercisable by a Class of Noteholders by the delivery of a written notice (a "**Change of Control Redemption Notice**") to the Issuer at its registered office within 45 (forty five) days after the occurrence of a Change of Control Event, unless prior to the delivery by that Noteholder of its Change of Control Redemption Notice the Issuer gives notice to redeem the Notes.
- 10.5.5 For the purposes of this Condition 10.5:
- (i) "**Acting in Concert**" means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate Control of the Issuer;
 - (ii) a "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the senior management or board of directors of the Issuer) that any person ("**Relevant Person**") or person Acting in Concert or any person or persons acting on behalf of any such person(s), at any time directly or indirectly acquires Control of the Issuer, provided that a Change of Control shall not be deemed to have occurred if all the shareholders of the Relevant Person are also, or immediately prior to the event which would otherwise constitute a Change of Control, were the same shareholders of the Issuer;
 - (iii) "**Change of Control Period**" means, in relation to a Change of Control of the Issuer, the period commencing 45 (forty five) days prior to such Change of Control and ending 45 (forty five) days after such Change of Control;
 - (iv) "**Control**" of the Issuer means (A) the holding beneficially of more than 50% (fifty percent) of the issued share capital of the Issuer (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital), or (B) the power to cast, or control the casting of, votes in respect of such number of the shares in the issued share capital of the Issuer carrying more than 50% (fifty percent) of the total number of votes that may be cast at a general meeting of the members of the Issuer;
 - (v) "**Investment Grade Rating**" means a national scale rating of "**Baa3.za**" by Moody's, "**BBB-(zaf)**" by Fitch, "**zaBBB-**" by S&P "**BBB-**" by GCR or its equivalent for the time being, or better;
 - (vi) a "**Negative Rating Event**" shall, in relation to Notes that are unrated and/or where no rating is assigned to the Issuer and/or the Programme, as the case may be, by a Rating Agency at the time a Change of Control occurs, be deemed to have occurred if:
 - (A) the Issuer does not on or before the 60th (sixtieth) Business Day after the commencement of the Change of Control Period seek, and use all reasonable endeavors to obtain from a Rating Agency, a rating in respect of itself and/or the Programme and/or the Notes, as the case may be, that are not rated; or
 - (B) if it does so seek and use such endeavors, it has not at the expiry of the Change of Control Period and as

a result of such Change of Control obtained an Investment Grade Rating in respect of itself and/or the Programme and/or such Notes, as the case may be.

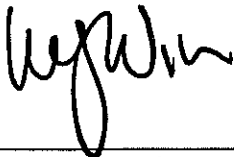
- (vii) "Rating Agency" means Moody's Investors Services Limited ("Moody's"), Fitch Southern Africa (Proprietary) Limited ("Fitch"), Standard & Poor's Rating Services ("S&P"), Global Credit Rating Co. (Proprietary) Limited ("GCR") or any other rating agency of equivalent international or domestic standing, as the case may be;
- (viii) "Rating Downgrade" shall, in relation to the Issuer and/or the Programme, as the case may be, and/or where any Notes are rated by a Rating Agency, be deemed to have occurred in respect of a Change of Control if within the Change of Control Period the rating previously assigned to the Issuer and/or the Programme and/or such Notes, as the case may be, by any Rating Agency is:
 - (A) withdrawn; or
 - (B) changed from an Investment Grade Rating to a non-Investment Grade Rating,

provided that no Rating Downgrade shall have occurred if the Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, is withdrawn and substituted for an Investment Grade Rating by another Rating Agency."

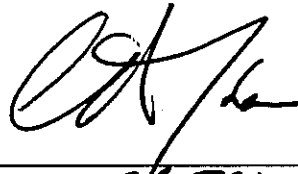
- 2. The section headed "Documents Incorporated by Reference" on page 8 of this Supplement shall replace the section headed "Documents Incorporated by Reference" on page 5 of the Programme Memorandum in its entirety.

SIGNED at SANDTON this 18TH day of OCTOBER 2011.

For and on behalf of
BARLOWORLD LIMITED



Name: DG WILSON
Capacity: Director
Who warrants his authority hereto



Name: CR THOMPSON
Capacity: Director CEO
Who warrants his authority hereto

DOCUMENTS INCORPORATED BY REFERENCE

Capitalised terms used in this section headed "Documents Incorporated by Reference" shall bear the same meanings as used in the "Terms and Conditions of the Notes" set out in the Programme Memorandum as supplemented by this Supplement, except to the extent that they are separately defined in this section or clearly inappropriate from the context.

The following documents shall be deemed to be incorporated in, and to form part of, the Programme Memorandum:

- (a) all amendments and supplements to the Programme Memorandum prepared by the Issuer from time to time;
- (b) in respect of any issue of Notes under the Programme, the audited annual financial statements (together with reports and the notes thereto) of the Issuer for its three financial years prior to the date of such issue, and the audited financial statements (together with reports and notes thereto) of the Issuer for all financial years following the date of such issue as and when such statements become available;
- (c) in respect of any issue of Notes under the Programme, the published annual report (incorporating the Issuer's audited annual financial statements, together with reports and the notes thereto) attached to and intended to be read with such audited financial statements (together with reports and notes thereto) of the Issuer for all financial years post the date of such issue as and when such published annual report becomes available;
- (d) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme;
- (e) all information pertaining to the Issuer which is relevant to the Programme and/or the Programme Memorandum which will be electronically submitted through the Securities Exchange News Service ("SENS") or similar service established by the JSE, to SENS subscribers, if required,

save that any statement contained in the Programme Memorandum, this Supplement or in any of the documents incorporated by reference in and forming part of the Programme Memorandum or this Supplement, as the case may be, shall be deemed to be modified or superseded for the purpose of the Programme Memorandum or this Supplement, as the case may be, to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuer will provide at the registered office of the Issuer as set out at the end of this Supplement, without charge, upon request of such person, a copy of any or all of the documents which are incorporated herein by reference, unless such documents have been modified or superseded, in which case the modified or superseding documentation will be provided. Requests for such documents should be directed to the Issuer at its registered office as set out at the end of this Supplement. The Programme Memorandum, this Supplement, the Applicable Pricing Supplements and audited annual financial statements of the Issuer are also available on the Issuer's website, www.barloworld.com. In addition, the Programme Memorandum, this Supplement and the Applicable Pricing Supplements will be filed with the JSE which will publish such documents on its website at <http://www.jse.co.za>. The Programme Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Arranger and the Dealers or their Affiliates, the Debt Sponsor, other professional advisors or the JSE to any person in any jurisdiction to subscribe for or purchase any Notes.

The Issuer will, for so long as any Note remains outstanding and listed on the Interest Rate Market of the JSE, publish a new Programme Memorandum or a supplement to the Programme Memorandum, as the case may be, if:

- (a) a change in the condition (financial or otherwise) of the Issuer has occurred which is material in the context of the Notes and the Issuer's, payment obligations thereunder; or
- (b) an Event has occurred which affects any matter contained in the Programme Memorandum or this Supplement, as the case may be, the disclosure of which would reasonably be required by Noteholders and/or potential investors in the Notes; or

- (c) any of the information contained in the Programme Memorandum or this Supplement, as the case may be, becomes outdated in a material respect; or
- (d) the Programme Memorandum or this Supplement, as the case may be, no longer contains all the material correct information required by the Applicable Procedures,

provided that, in the circumstances set out in paragraphs (c) and (d) above, no new Programme Memorandum or supplement to the Programme Memorandum, as the case may be, is required in respect of the Issuer's audited annual financial statements if such audited annual financial statements are incorporated by reference into the Programme Memorandum or this Supplement and such audited annual financial statements are published, as required by the Companies Act, and submitted to the JSE within six months after the financial year end of the Issuer.

GENERAL INFORMATION

Capitalised terms used in this section headed "General Information" shall bear the same meanings as used in the "Terms and Conditions of the Notes" set out in the Programme Memorandum as supplemented by this Supplement, except to the extent that they are separately defined in this section or clearly inappropriate from the context.

Authorisation

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa as at the date of the Supplement have been given for the supplement of the Programme and the issue of Notes and for the Issuer to undertake and perform its obligations under the Programme Memorandum and the Notes.

The Supplement of the Programme was approved by a resolution of the board of directors of the Issuer on 1 September 2011.

Listing

The Supplement to the Programme Memorandum was approved by the JSE. Notes to be issued under the Programme will be listed on the Interest Rate Market of the JSE or any other financial exchange. Unlisted Notes may also be issued under the Programme Memorandum.

Material Change

Save as disclosed in the Programme Memorandum or this Supplement, as the case may be, there has been no material change in the financial or trading position of the Issuer since the date of the Issuer's latest audited financial statements.

Litigation

Save as disclosed herein, neither the Issuer nor any of its respective consolidated Subsidiaries are or have been involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer are aware) which may have or have had a significant effect on the financial position of the Issuer or its consolidated Subsidiaries.

Auditors

Deloitte & Touche, Chartered Accountants SA, have acted as the auditors of the financial statements of the Issuer for the financial year ended 30 September 2010, 2009 and 2008 and, in respect of those years, have issued unqualified audit reports.

ISSUER

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