



EMIRA PROPERTY FUND LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2014/130842/06)

Issue of ZAR300,000,000 Senior Unsecured Floating Rate Notes with a Stock Code EPF032

Under its ZAR5,000,000,000 Domestic Medium Term Note Programme

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum, dated 20 May 2022, prepared by Emira Property Fund Limited in connection with the Emira Property Fund Limited ZAR5,000,000,000 Domestic Medium Term Note Programme, as amended and/or supplemented from time to time (the **Programme Memorandum**).

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 "*Terms and Conditions of the Notes*".

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. The Notes described herein are issued on and subject to the Terms and Conditions as amended and/or supplemented by the Terms and Conditions contained in this Applicable Pricing Supplement. 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.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from the Programme Memorandum which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made and that the Programme Memorandum contains all information required by applicable law and, in relation to any Tranche of Notes listed on the Interest Rate Market of the JSE, the JSE Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum and the annual financial statements and/or any Applicable Pricing Supplements and/or the annual report of the Issuer and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Programme Memorandum and the annual financial statements and/or this Applicable Pricing Supplement and/or the annual report of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum, the annual financial statements and/or this Applicable Pricing Supplement and/or the annual report of the Issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of the Programme Memorandum 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.

PARTIES

- | | |
|------------------|---|
| 1. Issuer | Emira Property Fund Limited |
| 2. Dealer(s) | Rand Merchant Bank, a division of FirstRand Bank Limited |
| 3. Managers | N/A |
| 4. Debt Sponsor | Questco Proprietary Limited |
| Specified Office | Ground Floor, Block C, Investment Place, 10 th Road, Hyde Park, Johannesburg, 2196, South Africa |

5.	Paying Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
	Specified Address	1 Merchant Place Cnr Fredman Drive & Rivonia Road Sandton 2196
6.	Calculation Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
	Specified Address	1 Merchant Place Cnr Fredman Drive & Rivonia Road Sandton 2196
7.	Transfer Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
	Specified Address	1 Merchant Place Cnr Fredman Drive & Rivonia Road Sandton 2196
8.	Settlement Agent	Rand Merchant Bank, a division of FirstRand Bank Limited
	Specified Address	1 Merchant Place Cnr Fredman Drive & Rivonia Road Sandton 2196

PROVISIONS RELATING TO THE NOTES

9.	Status of Notes	Senior Unsecured
10.	Form of Notes	The Notes in this Tranche are listed and are issued in uncertificated form
11.	Series Number	95
12.	Tranche Number	1
13.	Aggregate Nominal Amount:	
	(a) Series	ZAR300 000 000
	(b) Tranche	ZAR300 000 000
14.	Interest Payment Basis	Floating Rate
15.	Automatic/Optional Conversion from one Interest / Redemption/Payment Basis to another	N/A
16.	Issue Date	14 November 2025
17.	Nominal Amount per Note	ZAR1 000 000
18.	Specified Denomination	ZAR1 000 000
19.	Specified Currency	ZAR
20.	Issue Price	100%
21.	Interest Commencement Date	14 November 2025
22.	Maturity Date	14 November 2028
23.	Applicable Business Day	Following Business Day

Convention

- | | | |
|-----|--|---|
| 24. | Final Redemption Amount | 100% of the Principal Amount of each Note |
| 25. | Last Day to Register | By 17h00 on 08 February, 08 May, 08 July
and 08 November of each year until the Maturity Date,
or if such day is not a Business Day, the Business
Day before each Books Closed Period |
| 26. | Books Closed Period(s) | The register will be closed from (and including) 09
February to (but excluding) 14 February, from (and
including) 09 May to (but excluding) 14 May, from (and
including) 09 August to (but excluding) 14 August and
from (and including) 09 November to (but excluding)
14 November of each year until the Maturity Date |
| 27. | Default Rate | 2% to be added to the Margin |
| 28. | Set out the relevant description of
any additional/other Terms and
Conditions relating to the Notes
(including additional covenants, if
any) | N/A |

FIXED RATE NOTES

N/A

FLOATING RATE NOTES

- | | | |
|-----|---|--|
| 29. | (a) Interest Payment Date(s) | 14 February, 14 May, 14 August and 14 November of
each year until the Maturity Date, with the first Interest
Payment Date being 14 February 2026, or, 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 (as specified
in this Applicable Pricing Supplement) |
| | (b) Interest Period(s) | 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 (each
Interest Payment Date as adjusted in accordance with
the applicable Business Day Convention) |
| | (c) Definition of Business Day (if
different from that set out in
Condition 1) (<i>Interpretation</i>) | N/A |
| | (d) Minimum Rate of Interest | N/A |
| | (e) Maximum Rate of Interest | N/A |
| | (f) Other terms relating to the
method of calculating interest
(e.g.: Day Count Fraction,
rounding up provision) | Actual/365 |
| 30. | Manner in which the Rate of
Interest is to be determined | Screen Rate Determination |
| 31. | Margin | 145 basis points to be added to the relevant Reference
Rate |
| 32. | If ISDA Determination: | |

(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
33. If Screen Rate Determination:	
(a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	ZAR-JIBAR-SAFEX with a designated maturity of three months
(b) Interest Rate Determination Date(s)	The trade date for the first Interest Period being 11 November 2025, and the first Business Day of each Interest Payment Date thereafter
(c) Relevant Screen Page and Reference Code	Reuters page SAFEX code 01209 or any successor page
34. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for determining Rate of Interest/Margin/ Fallback provisions	N/A
35. Calculation Agent responsible for calculating amount of principal and interest	Rand Merchant Bank, a division of FirstRand Bank Limited
ZERO COUPON NOTES	N/A
INSTALMENT NOTES	N/A
MIXED RATE NOTES	N/A
INDEX-LINKED NOTES	N/A
DUAL CURRENCY NOTES	N/A
EXCHANGEABLE NOTES	N/A
OTHER NOTES	N/A
PROVISIONS REGARDING REDEMPTION/MATURITY	
36. Redemption at the Option of the Issuer:	No
If yes:	
(a) Optional Redemption Date(s)	N/A
(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)	N/A
(c) Minimum period of notice (if different from Condition 9.3 (<i>Redemption at the Option of the Issuer</i>))	N/A
(d) If redeemable in part:	N/A

	Minimum Redemption Amount(s)	N/A
	Higher Redemption Amount(s)	N/A
	(e) Other terms applicable on Redemption	N/A
37.	Redemption at the option of the Senior Noteholders: if yes:	No
	(a) Optional Redemption Date(s)	N/A
	(b) Optional Redemption Amount(s)	N/A
	(c) Minimum period of notice (if different from Condition 9.4 (<i>Redemption at the Option of the Senior Noteholders</i>))	N/A
	(d) If redeemable in part:	
	Minimum Redemption Amount(s)	N/A
	Higher Redemption Amount(s)	N/A
	(e) Other terms applicable on Redemption	N/A
	(f) Attach <i>pro forma</i> put notice(s)	
38.	Redemption in the event of a breach of the Loan to Value at the election of Noteholders pursuant to Condition 9.5 (Redemption in the event of a breach of the Loan to Value Ratio) if yes:	Yes
	(a) Loan to Value Ratio (if different from Condition 9.5)	N/A
	(b) Other terms relating to the breach of the Loan to Value Ratio	N/A
39.	Redemption in the event of a failure to maintain JSE listing or credit rating at the election of Noteholders pursuant to Condition 9.7 (<i>Redemption in the event of a failure to maintain JSE listing or credit rating</i>)	Yes
40.	Early Redemption Amount(s) payable on redemption for taxation reasons in terms of Condition 9.2 (<i>Redemption for Tax Reasons</i>) or on Event of Default, as defined in Condition 16 (<i>Events of Default</i>) (if required) or if different from that set out in Condition 9.9 (<i>Early Redemption Amounts</i>).	N/A. Early Redemption Amounts are payable as per Condition 9.9 (<i>Early Redemption Amounts</i>)

if yes:

- (a) Amount payable; or
- (b) Method of calculation of amount payable

GENERAL

41. Programme Amount	ZAR5 000 000 000. The authorised amount of the Programme has not been exceeded.
42. Financial Exchange	Interest Rate Market of the JSE
43. Additional selling restrictions	N/A
44. ISIN No.	ZAG000220815
45. Stock Code	EPF032
46. Stabilising manager	N/A
47. Provisions relating to stabilisation	N/A
48. The notice period required for exchanging uncertificated Notes for Individual Certificates	N/A
49. Method of distribution	Private Placement
50. Credit Rating assigned to the Issuer	AZA)/A1(ZA) assigned on a national scale
51. Applicable Rating Agency	GCR Ratings
52. Governing law (if the laws of South Africa are not applicable)	South Africa
53. Aggregate outstanding Nominal Amount of all Notes in issue on the Issue Date of this Tranche	ZAR3 049 000 000 excluding this Tranche of Notes to be issued on the Issue Date
54. Aggregate outstanding Nominal Amount of Notes in issue in respect of the Series on the Issue Date of this Tranche	ZARnil, excluding this Tranche of Notes to be issued in respect of the Series on the Issue Date
55. Other provisions	Yes; see Schedule 1 (<i>Additional Condition – Benchmark Discontinuation</i>)

DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS IN RELATION TO THIS ISSUE OF NOTES

1. Paragraph 3(5)(a)

The “*ultimate borrower*” (as defined in the Commercial Paper Regulations) is the Issuer.

2. Paragraph 3(5)(b)

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments under the Notes.

3. Paragraph 3(5)(c)

The auditor of the Issuer is Moore Infinity Inc.

4. Paragraph 3(5)(d)

As at the date of this issue:

- (i) the Issuer has issued ZAR3 049 000 000 (excluding this issue of Notes) Commercial Paper (as defined in the Commercial Paper Regulations); and
- (ii) the Issuer estimates that it may issue ZAR250 000 000 (exclusive of Notes in terms of this issue and any other Notes issuing on the same Issue Date) of Commercial Paper during the current financial year, ending 31 March 2026.

5. Paragraph 3(5)(e)

All information that may reasonably be necessary to enable the investor to ascertain the nature of the financial and commercial risk of its investment in the Notes is contained in the Programme Memorandum and the Applicable Pricing Supplement.

6. Paragraph 3(5)(f)

There has been no material adverse change in the Issuer’s financial position since the date of its last audited financial statements.

7. Paragraph 3(5)(g)

The Notes issued will be listed.

8. Paragraph 3(5)(h)

The funds to be raised through the issue of the Notes are to be used by the Issuer for its general corporate purposes.

9. Paragraph 3(5)(i)

The obligations of the Issuer in respect of the Notes are unsecured.

10. Paragraph 3(5)(j)

Moore Infinity Inc., the auditors of the Issuer, have confirmed that nothing has come to their attention to indicate that this issue of Notes issued under the Programme does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations (Government Notice 2172 in Government Gazette No. 16167 of 14 December 1994) published under Paragraph (cc) of the definition of the “business of a bank” in terms of Section 1 of the Banks Act, 1990.

Application is hereby made to list this Tranche of the Notes, as from 14 November 2025 pursuant to the Programme Memorandum. The updated Programme Memorandum was registered with the JSE on 20 May 2022.

As at the date of this Pricing Supplement, following due and careful enquiry, there has been no material change in the financial or trading position of the Issuer and its subsidiaries since the end of the last financial period for which the unaudited interim consolidated financial results have been published. No auditors have been involved in making such statement.

SIGNED at Johannesburg on behalf of Emira Property Fund Limited on this 14th day of November 2025.

For and on behalf of
EMIRA PROPERTY FUND LIMITED



Name: Greg Booyens
Capacity: Director
Who warrants his/her authority hereto



Name: James Peter Anthony Day
Capacity: Director
Who warrants his/her authority hereto

ADDITIONAL CONDITION – BENCHMARK DISCONTINUATION

1. Benchmark Discontinuation

The provisions of this Schedule 1 (*Additional Condition – Benchmark Discontinuation*) shall apply to the EPF032 Notes (the "**Notes**").

1.1 Independent Adviser

- (a) If a Benchmark Event occurs in relation to an Original Reference Rate when any Interest Rate (or any component part thereof) remains to be determined by reference to that Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint and consult with an Independent Adviser, as soon as reasonably practicable, with a view to the Issuer determining a Successor Rate, failing which an Alternative Rate (in accordance with Condition 1.2 (*Successor Rate or Alternative Rate*)) and, in either case, an Adjustment Spread if any (in accordance with Condition 1.3 (*Adjustment Spread*)) and any Benchmark Amendments (in accordance with Condition 1.4 (*Benchmark Amendments*)).
- (b) An Independent Adviser appointed pursuant to this Condition 1.1 (*Independent Adviser*) shall act in good faith and (in the absence of bad faith or fraud) shall have no liability whatsoever to the Issuer, the Paying Agent or the Noteholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 1.
- (c) If (i) the Issuer is unable to appoint an Independent Adviser or (ii) the Independent Adviser appointed by it fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 1 prior to the relevant Interest Rate Determination Date, the Interest Rate applicable to the next succeeding Interest Period shall be equal to the Interest Rate last determined in relation to the Notes in respect of the immediately preceding Interest Period. If there has not been a first Interest Payment Date, the Interest Rate shall be the initial Interest Rate. Where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period shall be substituted in place of the Margin relating to that last preceding Interest Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Period only and any subsequent Interest Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 1.

1.2 Successor Rate or Alternative Rate

If the Independent Adviser determines in its discretion that:

- (a) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Interest Rate (or the relevant component part thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 1); or
- (b) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the relevant Interest Rate (or the relevant component part thereof) for all relevant future payments of interest on the Notes (subject to the further operation of this Condition 1).

1.3 **Adjustment Spread**

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser is unable to determine the quantum of, or a formula or methodology for determining the Adjustment Spread, then the Successor Rate or the Alternative Rate (as applicable) will apply without an Adjustment Spread.

1.4 **Benchmark Amendments**

- (a) If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 1 and the Independent Adviser determines in its discretion (i) that amendments to the Terms and Conditions and/or the Agency Agreement are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and, in either case, the applicable Adjustment Spread (such amendments, the "**Benchmark Amendments**") and (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to the Issuer having to give notice thereof to the Noteholders in accordance with Condition 1.5 (*Notices, etc.*), without any requirement for the consent or approval of Noteholders, modify the Terms and Conditions and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.
- (b) In connection with any such variation in accordance with this Condition 1.4 (*Benchmark Amendments*), the Issuer shall comply with the JSE Debt Listings Requirements.

1.5 **Notices, etc.**

Any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 1 will be notified promptly by the Issuer to the Calculation Agent and, in accordance with Condition 18 (*Notices*), the Noteholders. Such notice shall be irrevocable and shall specify the effective date of such Benchmark Amendments, if any.

No later than notifying the Paying Agent of the same, the Issuer shall deliver to the Paying Agent a certificate signed by two authorised signatories of the Issuer:

- (a) confirming (i) that a Benchmark Event has occurred, (ii) the Successor Rate or, as the case may be, the Alternative Rate and, (iii) where applicable, any Adjustment Spread and/or the specific terms of any Benchmark Amendments, in each case as determined in accordance with the provisions of this Condition 1; and
- (b) certifying that the Benchmark Amendments are necessary to ensure the proper operation of such Successor Rate, Alternative Rate and/or Adjustment Spread.

The Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate or Alternative Rate and the Adjustment Spread (if any) and the Benchmark Amendments (if any) and without prejudice to the Paying Agent's ability to rely on such certificate) be binding on the Issuer, the Calculation Agent, the Paying Agent and the Noteholders.

1.6 **Survival of Original Reference Rate Provisions**

Without prejudice to the obligations of the Issuer under Conditions 1.1 (*Independent Adviser*), 1.2 (*Successor Rate or Alternative Rate*), 1.3 (*Adjustment Spread*) and 1.4 (*Benchmark Amendments*), the Original Reference Rate and the fallback provisions provided for in Condition 7.2 (*Floating Rate Notes and Indexed Interest Notes – Interest Determination, Screen Rate Determination including Fallback Provisions*) will continue to apply unless and until notification of the Successor Rate or the Alternative Rate (as the case may be), and any Adjustment Spread (if

applicable) and Benchmark Amendments, has been provided in accordance with Condition 1.5 (*Notices, etc.*).

1.7 **Definitions:**

As used in this Condition 1:

“Adjustment Spread” means either a spread (which may be positive, negative or zero), or the formula or methodology for calculating a spread and the spread resulting from such calculation, which spread is to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:

- (a) in the case of a Successor Rate, is formally recommended, or formally provided as an option for parties to adopt, in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body;
- (b) in the case of an Alternative Rate or (where (a) above does not apply) in the case of a Successor Rate, the Independent Adviser determines is recognised or acknowledged as being in customary market usage in domestic debt capital markets transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as applicable); or
- (c) if no such determination has been made, the Independent Adviser determines is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as applicable).

“Alternative Rate” means an alternative rate to the Original Reference Rate which the Independent Adviser determines in accordance with Condition 1.2 (*Successor Rate or Alternative Rate*) has replaced the Original Reference Rate in customary market usage in domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) for debt securities, with a commensurate interest period and in ZAR or, if no such rate exists, the rate which is most comparable (among other factors, on the basis of interest period and ZAR) to the Original Reference Rate.

“Benchmark Amendments” has the meaning given to it in Condition 1.4 (*Benchmark Amendments*).

“Benchmark Event” means:

- (a) the Original Reference Rate ceasing to be published for a period of at least five business days or ceasing to exist; or
- (b) the administrator of the Original Reference Rate publicly announces that it has ceased or will, by a specified date within the following six months, cease publishing the Original Reference Rate permanently or indefinitely and, at that time, there is no successor administrator to continue to provide the Original Reference Rate); or
- (c) the supervisor of the administrator of the Original Reference Rate publicly announces that the Original Reference Rate has been or will, by a specified date within the following six months, be permanently or indefinitely discontinued; or
- (d) the supervisor of the administrator of the Original Reference Rate publicly announces that the Original Reference Rate will be prohibited from being used or that its use will be subject to restrictions or adverse consequences, in each case within the following six months; or
- (e) the supervisor of the administrator of the Original Reference Rate makes a public announcement or publishes information stating that the Original Reference Rate is no longer or, as of a specified future date will no longer be, representative of the underlying

market or economic reality that it is intended to measure and that representativeness will not be restored (as determined by such supervisor); or

- (f) there has taken place (or will otherwise take place, prior to the next following Interest Rate Determination Date) a change in customary market practice in domestic debt capital markets applicable generally to floating rate notes denominated in ZAR (determined according to factors including, but not limited to, public statements, opinions and publications of industry bodies and organisations) to refer to a base rate other than the Original Reference Rate specified in the Applicable Pricing Supplement despite the continued existence of such Original Reference Rate, when any Interest Rate (or any component part thereof) remains to be determined by reference to the Original Reference Rate; or
- (g) it has become unlawful for the Calculation Agent, the Paying Agent or the Issuer to calculate any payments due to be made to any Noteholder using the Original Reference Rate.

“Independent Adviser” means:

- (a) any of Absa Bank Limited, FirstRand Bank Limited, Investec Bank Limited, Nedbank Limited and The Standard Bank of South Africa Limited; or
- (b) any other bank or financial institution approved and/or recommended by the Relevant Nominating Body

“Original Reference Rate” means the Reference Rate originally specified in the Applicable Pricing Supplement for the purposes of determining the relevant Interest Rate (or any component part thereof) in respect of the Notes (provided that if, following one or more Benchmark Events, such Reference Rate originally specified in the Applicable Pricing Supplement for the purposes of determining the relevant Interest Rate (or any component part thereof) in respect of the Notes (or any Successor Rate or Alternative Rate which has replaced it) has been replaced by a (or a further) Successor Rate or Alternative Rate and a Benchmark Event subsequently occurs in respect of such Successor Rate or Alternative Rate, the term Original Reference Rate shall include any such Successor Rate or Alternative Rate).

“Relevant Nominating Body” means, in respect of an Original Reference Rate:

- (a) the central bank for the currency to which the Original Reference Rate relates, or regulator or other supervisory authority; or
- (b) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of (A) the central bank for the currency to which the Reference Rate relates, (B) any regulator or other supervisory authority which is responsible for supervising the administrator of the Reference Rate or (C) a group of the aforementioned central bank, regulators or other supervisory authorities.

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.