Proposed Placing of up to 22,000,000 new Ordinary Shares of Investec plc

Details of the Placing and Use of Proceeds

Investec plc ('Investec' or the 'Company') announces today its intention to issue up to 22,000,000 new Ordinary Shares (the 'Placing') of GBP0.0002 each (the 'Placing Shares') representing approximately 4.27 per cent of the number of the existing Ordinary Shares of the Company and approximately 2.79 per cent of the number of the combined existing Ordinary Shares of the Company and Investec Limited to take advantage of opportunities in credit and other markets. The placing is also expected to have a consequential effect of improving Investec's tier 1 capital without reducing the total capital adequacy ratio.

Stephen Koseff, Chief Executive Officer of Investec, said: "This offering gives Investec the ability to take advantage of opportunities in credit and other markets and deliver long term shareholder value, while preserving a strong tier 1 capital position."

The Placing is being conducted, subject to the satisfaction of certain conditions, through an accelerated book-building process to be carried out by Merrill Lynch International ('BofA Merrill Lynch') who are acting as sole bookrunner in relation to the Placing. The identity of Placees and the basis of the allocations are at the discretion of Investec and BofA Merrill Lynch. The number of Placing Shares and the price at which the Placing Shares are to be placed (the 'Placing Price') will be agreed by Investec with BofA Merrill Lynch at the close of the book-building process. Details of the number of Placing Shares and the Placing Price will be announced as soon as practicable after the close of the book-building process.

The Placing Shares will be issued credited as fully paid and will rank pari passu with the existing Ordinary Shares of the Company, including the right to receive all dividends and other distributions declared in respect of such shares after the date of issue of the Placing Shares. For the avoidance of doubt, the Placing Shares will not qualify for the final dividend declared for the year ended 31 March 2010.

The Company will apply for admission of the Placing Shares to trading on the main market of the London Stock Exchange ('London Admission') and the Johannesburg Stock Exchange ('South African Admission'). It is expected that the London Admission will take place and that trading will commence on 6 August 2010, with the South African Admission to occur shortly thereafter.

The Placing is conditional, inter alia, upon London Admission becoming effective and the placing agreement made between the Company and BofA Merrill Lynch not being terminated. It is anticipated that the settlement date will be 6 August 2010.

The Appendix to this announcement (which forms part of this announcement) sets out the terms and conditions of the Placing.
Investors will be deemed to have read and understood this announcement in its entirety (including the Appendix) and to be making an offer on the terms and conditions and providing the representations, warranties and acknowledgements, contained in the Appendix.

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This announcement contains (or may contain) certain forward-looking statements with respect to certain of Investec's plans and its current goals and expectations, financial condition and performance and which involve a number of risks and uncertainties. Investec cautions readers that no forward-looking statement is a guarantee of future performance and that actual results could differ materially from those contained in the forward-looking statements. These forward-looking statements can be identified by the fact that they do not relate only to historical or current facts. Forward-looking statements sometimes use words such as 'aim', 'anticipate', 'target', 'expect', 'estimate', 'intend', 'plan', 'goal', 'believe', or other words of similar meaning. By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances, including, but not limited to, economic and business conditions, the effects of continued volatility in credit markets, market-related risks such as changes in interest rates and foreign exchange rates, the policies and actions of governmental and regulatory authorities, changes in legislation, the further development of standards and interpretations under International Financial Reporting Standards ('IFRS') applicable to past, current and future periods, evolving practices with regard to the interpretation and application of standards under IFRS, the outcome of pending and future litigation or regulatory investigations, acquisitions and other strategic transactions and the impact of competition. A number of these factors are beyond Investec's control. As a result, Investec's actual future results may differ materially from the plans, goals, and expectations set forth in Investec's forward-looking statements. Any forward-looking statements made in this announcement by or on behalf of Investec speak only as of the date they are made. Except as required by the FSA, the London Stock Exchange, the Johannesburg Stock Exchange or applicable law, Investec expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this announcement to reflect any changes in Investec's expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

This announcement is for information purposes only and shall not constitute an offer to buy, sell, issue, or subscribe for, or the solicitation of an offer to buy, sell, issue, or subscribe for any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws.
of any such jurisdiction. This announcement has been issued by and is the sole responsibility of Investec.

No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by BofA Merrill Lynch or by any of its affiliates or agents as to, or in relation to, the accuracy or completeness of this announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

BofA Merrill Lynch, which is authorised and regulated in the United Kingdom by the FSA, is acting for Investec and for no-one else in connection with the Placing, and will not be responsible to anyone other than Investec for providing the protections afforded to customers of BofA Merrill Lynch or for providing advice to any other person in relation to the Placing or any other matter referred to herein.

The distribution of this announcement and the offering of the Placing Shares in certain jurisdictions may be restricted by law. No action has been taken by Investec or BofA Merrill Lynch that would permit an offering of such shares or possession or distribution of this announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this announcement comes are required by Investec and BofA Merrill Lynch to inform themselves about, and to observe such restrictions.

The price of shares and the income from them may go down as well as up and investors may not get back the full amount invested on disposal of the shares.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT PERSONS WHO ARE: (A) (I) INVESTMENT PROFESSIONALS FALLING WITHIN ARTICLE 19(1) OR ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE ‘ORDER’), OR (II) PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) (‘HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC’) OF THE ORDER, OR (III) PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED; AND (B) (I) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA WHO ARE QUALIFIED INVESTORS (AS DEFINED IN ARTICLE 2(1)(E) OF EU DIRECTIVE 2003/71/EC (THE ‘PROSPECTUS DIRECTIVE’)), AND/OR (II) PERSONS IN THE UNITED KINGDOM WHO ARE QUALIFIED INVESTORS (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS ‘RELEVANT PERSONS’). THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE TERMS AND CONDITIONS SET OUT IN THIS ANNOUNCEMENT MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE TERMS AND CONDITIONS SET OUT IN THIS ANNOUNCEMENT RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN INVESTEC PLC.

Persons (including individuals, funds or otherwise) by whom or on whose behalf a commitment to subscribe for Placing Shares has been given (‘Placees’) will be deemed to have read and understood this announcement, including the Appendix, in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in the Appendix. In particular, each such Placee
represents, warrants and acknowledges that it is: (i) a Relevant Person (as defined above) and undertakes that it will subscribe for, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business; and (ii) subscribing for the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and that it (and any such account) is outside the United States (unless otherwise agreed with Investec and BofA Merrill Lynch) and is acquiring the Placing Shares in an ‘offshore transaction’ (within the meaning of Regulation S under the Securities Act).

This announcement, including the Appendix, is not for distribution, directly or indirectly, in or into the United States, Canada, Japan or any jurisdiction into which the same would be unlawful. This announcement does not constitute or form part of an offer or solicitation to acquire shares in the capital of Investec in the United States, Canada, Japan or any jurisdiction in which such an offer or solicitation is unlawful. In particular, the Placing Shares referred to in this announcement have not been, and will not be, registered under the Securities Act or under the securities legislation of any state of the United States, and may not be offered or sold, directly or indirectly, in or into the United States absent registration or pursuant to an exemption from, or in a transaction not subject to, the registration requirements under the Securities Act. Subject to exceptions, the Placing Shares referred to in this announcement are being offered and sold only outside the United States in accordance with Regulation S under the Securities Act. No public offering of securities of Investec will be made in connection with the Placing in the United Kingdom, the United States, Australia, Canada, Japan, South Africa or elsewhere.

The relevant clearances have not been, and nor will they be, obtained from the securities commission of any province or territory of Canada; no prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance; and the Placing Shares have not been, and nor will they be, registered under the securities laws of any state, province or territory of Australia, Canada or Japan.

Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the United States, Australia, Canada, Japan or any other jurisdiction outside the United Kingdom.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, any State securities commission or any other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this announcement. Any representation to the contrary is unlawful.

Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of the Appendix or this announcement should seek appropriate advice before taking any action.

Residents of South Africa are subject to exchange control regulations as issued from time to time by the Exchange Control Division of the SARB and are advised to seek independent advice regarding any permissions that may be required of the Exchange Control Division of the SARB with regard to the acquisition of Placing Shares by any resident of South Africa. To the extent that Placing Shares are offered for subscription, acquisition or sale in South Africa, such offer is being effected in terms of section 144 of the South African Companies Act and does not constitute an offer to the public or any sector of the public within the meaning of the South African Companies Act.

This announcement relates to an Exempt Offer in accordance with the Offered Securities Rules of the DFSA. This announcement is intended for distribution only to persons of a type specified in
the Offered Securities Rules of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this announcement nor taken steps to verify the information set forth herein and has no responsibility for this announcement. The Placing Shares to which this announcement relates may be illiquid and/or subject to restrictions on their resale. Prospective subscribers of the Placing Shares offered should conduct their own due diligence on the Placing Shares. If you do not understand the contents of this announcement you should consult an authorised financial advisor.

The Placing Shares to be issued pursuant to the Placing will not be admitted to trading on any stock exchange other than the London Stock Exchange and the JSE. Neither the content of Investec's website nor any website accessible by hyperlinks on Investec's website is incorporated in, or forms part of, this announcement.
APPENDIX
TERMS AND CONDITIONS

IMPORTANT INFORMATION FOR PLACEES ONLY REGARDING THE PLACING

Details of the Placing

BofA Merrill Lynch has entered into an agreement with Investec (the 'Placing Agreement') under which, subject to the conditions set out in that agreement, BofA Merrill Lynch, as agent for and on behalf of Investec, has agreed to use reasonable endeavours to procure placees for the Placing Shares at a price determined following completion of the bookbuilding process in respect of the Placing (the 'Bookbuild'), described in this announcement and set out in the Placing Agreement and, subject to agreement with Investec as to the number and price of the Placing Shares to be placed with the Placees, to the extent that such Placees fail to pay for all the Placing Shares, to subscribe for those Placing Shares for which the Company has not received payment at the agreed price.

The Placing Shares will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing ordinary shares of Investec including the right to receive all dividends and other distributions declared in respect of such ordinary shares after the date of issue of the Placing Shares. For the avoidance of doubt, the Placing Shares will not qualify for the final dividend declared for the year ended 31 March 2010.

As part of the Placing, Investec has agreed that it will not issue or sell any ordinary shares for a period of 90 days after Admission, without the prior consent of BofA Merrill Lynch. This agreement does not however prevent Investec from granting or satisfying exercises of options granted pursuant to existing employee share schemes of Investec as disclosed in publicly available information.

Application for listing and admission to trading

Application will be made to the FSA for admission of the Placing Shares to the Official List of the FSA (the 'Official List') and to the London Stock Exchange for admission to trading of the Placing Shares on its main market for listed securities. It is expected that Admission will become effective on or around 6 August 2010 and that dealings in the Placing Shares will commence at that time.

Application will also be made to the JSE for admission of the Placing Shares to trading on the JSE. It is expected that such admission will become effective on or around 6 August 2010 and that dealings in the Placing Shares on the JSE will commence at that time.

Bookbuild

BofA Merrill Lynch will today commence the Bookbuild to determine demand for participation in the Placing by Placees. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

BofA Merrill Lynch and Investec shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their sole discretion, determine.

Participation in, and principal terms of, the Placing

1 BofA Merrill Lynch is acting as sole bookrunner and as agent of Investec.
Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by BofA Merrill Lynch. BofA Merrill Lynch and its affiliates are each entitled to enter bids in the Bookbuild as principal.

The Bookbuild will establish a single price payable to BofA Merrill Lynch by all Placees whose bids are successful (the ‘Placing Price’). The Placing Price and the number of Placing Shares to be issued will be agreed between BofA Merrill Lynch and Investec following completion of the Bookbuild. Any discount to the market price of the ordinary shares will be determined in accordance with the UKLA Listing Rules and, to the extent applicable, the listing requirements of the JSE. The Placing Price and the number of Placing Shares will be announced on a Regulatory Information Service following the completion of the Bookbuild.

To bid in the Bookbuild, Placees should communicate their bid by telephone to their usual sales or equity capital markets contact at BofA Merrill Lynch. Each bid should state the number of Placing Shares which the prospective Placee wishes to subscribe for at either the Placing Price, which is ultimately established by Investec and BofA Merrill Lynch, or at prices up to a price limit specified in its bid. Bids may be scaled down by BofA Merrill Lynch on the basis referred to in paragraph 9 below.

The Bookbuild is expected to close no later than 4.30 p.m. (London time) on 3 August 2010 but may be closed earlier or later at the discretion of BofA Merrill Lynch. BofA Merrill Lynch may, in agreement with Investec, accept bids that are received after the Bookbuild has closed. Investec reserves the right (upon the agreement of BofA Merrill Lynch) to reduce or seek to increase the amount to be raised pursuant to the Placing, in its absolute discretion.

Each prospective Placee's allocation will be agreed between BofA Merrill Lynch and Investec and will be confirmed orally by BofA Merrill Lynch as agent of Investec following the close of the Bookbuild. That oral confirmation will constitute an irrevocable legally binding commitment upon that person (who will at that point become a Placee) in favour of Investec and BofA Merrill Lynch to subscribe for the number of Placing Shares allocated to it at the Placing Price on the terms and conditions set out in this Appendix and in accordance with Investec's memorandum and articles of association.

Each prospective Placee's allocation and commitment will be evidenced by a contract note issued to such Placee by BofA Merrill Lynch. The terms of this Appendix will be deemed incorporated in that contract note.

Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to BofA Merrill Lynch (as an agent of Investec), to pay to it (or as it may direct) in cleared funds, an amount equal to the product of the Placing Price and the number of Placing Shares such Placee has agreed to subscribe for and Investec has agreed to allot and issue to that Placee. Each Placee's obligation will be owed to Investec and to BofA Merrill Lynch.

BofA Merrill Lynch may choose to accept bids, either in whole or in part, on the basis of allocations determined in agreement with Investec and may scale down any bids for this purpose on such basis as they may determine. BofA Merrill Lynch may also, notwithstanding paragraphs 4 and 5 above, subject to the prior consent of Investec (i) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time and (ii) allocate Placing Shares after the Bookbuild has closed to any person
submitting a bid after that time. If the conditions of the Placing are satisfied, the aggregate number of Placing Shares subscribed for may be less than 22 million.

10 A bid in the Bookbuild will be made on the terms and subject to the conditions in this announcement and will be legally binding on the Placee on behalf of which it is made and, except with the consent of BofA Merrill Lynch, will not be capable of variation or revocation after the time at which it is submitted.

11 Irrespective of the time at which a Placee’s allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be subscribed for pursuant to the Placing will be required to be made at the same time, on the basis explained below under ‘Registration and Settlement’.

12 All obligations under the Bookbuild and Placing will be subject to fulfilment of the conditions referred to below under ‘Conditions of the Placing’ and to the Placing not being terminated on the basis referred to below under ‘Termination of the Placing Agreement’.

13 By participating in the Bookbuild, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.

14 To the fullest extent permissible by law, neither BofA Merrill Lynch nor any of its affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither BofA Merrill Lynch nor any of its affiliates shall have any liability (including to the fullest extent permissible by law, any fiduciary duties) in respect of BofA Merrill Lynch’s conduct of the Bookbuild or of such alternative method of effecting the Placing as BofA Merrill Lynch and Investec may agree.

Conditions of the Placing

The obligations of BofA Merrill Lynch under the Placing Agreement are conditional on, amongst other things:

(a) there not having been, or there not having been made public, a material adverse change in, or any development involving a prospective material adverse change in or affecting the condition, financial, operational or otherwise, or in the earnings, management, business affairs, business prospects or financial prospects of Investec or the Investec Group as a whole, whether or not arising in the ordinary course of business since the date of the Placing Agreement;

(b) agreement being reached between Investec and BofA Merrill Lynch on the Placing Price and the number of Placing Shares, and the publication by Investec of a pricing announcement;

(c) the representations and warranties contained in the Placing Agreement being true and accurate on the date of the Placing Agreement, on the date of release of the pricing announcement and on Admission;

(d) Investec complying with its obligations under the Placing Agreement to the extent the same fall to be performed or satisfied prior to Admission and BofA Merrill Lynch receiving a certificate from the Company confirming such is the case;

(e) Investec allotting, subject only to Admission, the Placing Shares in accordance with the Placing Agreement; and
(f) Admission taking place by 8.00 a.m. (London time) on 6 August 2010 (or such later date as Investec and BofA Merrill Lynch may otherwise agree).

If (i) any of the conditions contained in the Placing Agreement in relation to the Placing Shares are not fulfilled or waived by BofA Merrill Lynch, by the respective time or date where specified (or such later time and/or date as Investec and BofA Merrill Lynch may agree), or (ii) the Placing Agreement is terminated in the circumstances specified below, the Placing will not proceed and the Placee's rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof.

BofA Merrill Lynch may, at its discretion and upon such terms as it thinks fit, waive compliance by Investec with the whole or any part of any of Investec's obligations in relation to the conditions in the Placing Agreement save that the condition in the Placing Agreement relating to Admission taking place may not be waived. Any such extension or waiver will not affect Placees' commitments as set out in this announcement.

None of BofA Merrill Lynch, Investec or any other person shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision made as to whether or not to waive or to extend the time and/or the date for the satisfaction of any condition to the Placing nor for any decision made as to the satisfaction of any condition or in respect of the Placing generally, and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of BofA Merrill Lynch.

**Termination of the Placing Agreement**

BofA Merrill Lynch is entitled, at any time before Admission, to terminate the Placing Agreement in relation to its obligations in respect of the Placing Shares by giving notice to Investec if, amongst other things:

(a) there has been a breach of any of the warranties and representations contained in the Placing Agreement or any failure to perform any of the undertakings or agreements in the Placing Agreement which, in either case, (i) in the good faith opinion of BofA Merrill Lynch is material in the context of Investec, the Investec Group as a whole or the Placing (including BofA Merrill Lynch's underwriting commitment), or (ii) makes it, in BofA Merrill Lynch's good faith opinion, impracticable or inadvisable to proceed with the offer of the Placing Shares; or

(b) it shall come to the notice of BofA Merrill Lynch that any statement contained in this announcement, or any other document or announcement issued or published by or on behalf of Investec in connection with the Placing (together the 'Placing Documents') is or has become untrue, incorrect or misleading in any respect, or any matter has arisen, which would, if the Placing were made at that time, constitute a material omission from the Placing Documents, or any of them, and which BofA Merrill Lynch considers to be material in the context of the Placing or the underwriting of the Placing Shares, Admission or any of the transactions contemplated by the Placing Agreement; or

(c) in the opinion of BofA Merrill Lynch, there has been, or BofA Merrill Lynch has become aware of, or there has been made public, a material adverse change, or any development reasonably likely to involve a material adverse change in the condition (financial, operational, legal or otherwise), or in the earnings, business affairs, solvency or prospects of Investec, whether or not arising in the ordinary course of business since the date of the Placing Agreement; or
(d) there has occurred (i) any material adverse change in the financial markets in the United States, the United Kingdom, member states of the European Union or in the international financial markets, (ii) any outbreak or escalation of hostilities, act of terrorism or other calamity or crisis or (iii) any change or development involving a prospective change in national or international political, financial or economic conditions, or currency exchange rates, in each case the effect of which is such as to make it, in the judgement of BofA Merrill Lynch, impracticable or inadvisable to market the Placing Shares or to enforce contracts for the sale of the Placing Shares; or

(e) listing of the Ordinary Shares on the London Stock Exchange or the JSE has been withdrawn, or trading in any shares in the Company has been suspended or limited by the FSA or any South African regulatory body, or if trading generally on the JSE, the London Stock Exchange or the New York Stock Exchange has been suspended or limited, or there are certain other disruptions, limitations or suspensions in respect of the operations of certain stock exchanges or a banking moratorium is declared by certain authorities.

Upon such termination, the parties to the Placing Agreement shall be released and discharged (except for any liability arising before or in relation to such termination) from their respective obligations under or pursuant to the Placing Agreement subject to certain exceptions.

By participating in the Placing, Placees agree that the exercise by BofA Merrill Lynch of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of BofA Merrill Lynch and that it need not make any reference to Placees and that BofA Merrill Lynch shall have no liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

**No prospectus**

No offering document or prospectus has been or will be submitted to be approved by the FSA, the JSE or the South African Registrar of Companies in relation to the Placing, and Placees' commitments will be made solely on the basis of publicly available information taken together with the information contained in this announcement (including this Appendix) released by Investec today, and subject to the further terms set forth in the contract note to be provided to individual prospective Placees.

Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement (including this Appendix) and the publicly available information released by or on behalf of Investec is exclusively the responsibility of Investec and confirms that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of Investec (other than publicly available information) or BofA Merrill Lynch or any other person and none of BofA Merrill Lynch or Investec nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of Investec in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

**Registration and settlement**

Settlement of transactions in the Placing Shares following Admission will take place within the system administered by Euroclear UK & Ireland Limited ("CREST"), subject to certain exceptions. Investec reserves the right to require settlement for and delivery of the Placing Shares (or a portion thereof) to Placees in certificated form if, in BofA Merrill Lynch's opinion, delivery or
settlement is not possible or practicable within the CREST system or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Following the close of the Bookbuild for the Placing, each Placee allocated Placing Shares in the Placing will be sent a contract note stating the number of Placing Shares to be allocated to it at the Placing Price and settlement instructions.

Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions that it has in place with BofA Merrill Lynch.

Investec will deliver the Placing Shares to a CREST account operated by BofA Merrill Lynch as agent for Investec and BofA Merrill Lynch will enter its delivery (DEL) instruction into the CREST system. BofA Merrill Lynch will hold any Placing Shares delivered to this account as nominee for the Placees. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Placee against payment.

It is expected that settlement will be on 6 August 2010 on a T + 3 basis in accordance with the instructions given to BofA Merrill Lynch.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by BofA Merrill Lynch.

Each Placee agrees that, if it does not comply with these obligations, BofA Merrill Lynch may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for Investec's account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of such Placing Shares on such Placee's behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

**Representations and warranties**

By participating in the Placing each Placee (and any person acting on such Placee's behalf) acknowledges, undertakes, represents, warrants and agrees (as the case may be) the following. It:

1. represents and warrants that it has read this announcement, including the Appendix, in its entirety and that its subscription for the Placing Shares is subject to and based upon all the terms, conditions, warranties, acknowledgements, agreements and undertakings and other information contained herein;

2. acknowledges and agrees that no offering document, listing particulars or prospectus has been or will be prepared in connection with the Placing and represents and warrants that it has not received a prospectus or other offering document in connection with the Bookbuild, the Placing or the Placing Shares;
acknowledges that the ordinary shares in the capital of Investec are listed on the Official List of the FSA and the Main Board of the JSE, and Investec is therefore required to publish certain business and financial information in accordance with the rules and practices of the FSA and the listing requirements of the JSE (“Exchange Information”), which includes a description of the nature of Investec’s business and Investec’s most recent balance sheet and profit and loss account, that is has reviewed such Exchange Information and that it is able to obtain or access such Exchange Information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other publicly traded company, without undue difficulty;

acknowledges that none of BofA Merrill Lynch or Investec nor any of their affiliates nor any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or Investec or any other person other than this announcement; nor has it requested any of BofA Merrill Lynch, Investec, any of their affiliates or any person acting on behalf of any of them to provide it with any such information;

acknowledges that (i) unless otherwise agreed with Investec and BofA Merrill Lynch, it and, if different, the beneficial owner of the Placing Shares is not, and at the time the Placing Shares are subscribed for will not be, in the United States or a resident of Canada or Japan, and (ii) the Placing Shares have not been and will not be registered under the securities legislation of the United States, Australia, Canada, Japan or South Africa and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, in or into those jurisdictions;

represents and warrants that, if a resident of South Africa, it has sought independent advice regarding any permissions that may be required of the Exchange Control Division of the SARB with regard to the subscription for Placing Shares by it and acknowledges that, to the extent that Placing Shares are offered for subscription, acquisition or sale in South Africa, such offer is being effected in terms of section 144 of the South African Companies Act and does not constitute an offer to the public or any sector of the public within the meaning of the South African Companies Act;

represents and warrants that, if resident in Australia it is a professional investor, as defined in section 9 and for the purposes of section 708(11) of the Corporations Act 2001 (Cth) of Australia, or the minimum amount to be paid by it for the Placing Shares to be subscribed for by it will be not less than AUD500,000;

represents and warrants that, if resident in Australia it is not acquiring the Placing Shares for the purpose of resale and will not offer any Placing Shares for resale in Australia within 12 months of any such Placing Shares being issued to it unless the resale offer is exempt from the requirement to issue a disclosure document under section 708 of the Corporations Act 2001 (Cth) of Australia;

acknowledges that the content of this announcement is exclusively the responsibility of Investec and that neither BofA Merrill Lynch nor any person acting on its behalf has or shall have any liability for any information, representation or statement contained in this announcement or any information previously published by or on behalf of Investec and will not be liable for any Placee’s decision to participate in the Placing based on any information, representation or statement contained in this announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to subscribe for
the Placing Shares is contained in this announcement and any information previously published by or on behalf of Investec by notification to a Regulatory Information Service, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by BofA Merrill Lynch or Investec and neither BofA Merrill Lynch nor Investec will be liable for any Placee’s decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee further acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of Investec in deciding to participate in the Placing;

10 acknowledges that none of BofA Merrill Lynch nor any person acting on behalf of it nor any of its affiliates has or shall have any liability for any publicly available or filed information, or any representation relating to Investec, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;

11 represents and warrants that neither it, nor the person specified by it for registration as a holder of Placing Shares is, or is acting as nominee or agent for, and that the Placing Shares will not be allotted to, a person whose business either is or includes issuing depositary receipts or the provision of clearance services;

12 represents and warrants that it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Terrorism Act 2006 and the Money Laundering Regulations 2007 (the ‘Regulations’) and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations;

13 if a financial intermediary, as that term is used in Article 3(2) of EU Directive 2003/71/EC (the “Prospectus Directive”) (including any relevant implementing measure in any member state), represents and warrants that the Placing Shares subscribed for by it in the Placing will not be subscribed for on a non-discretionary basis on behalf of, nor will they be subscribed for with a view to their offer or resale to, persons in a member state of the European Economic Area which has implemented the Prospectus Directive other than to qualified investors, or in circumstances in which the prior consent of BofA Merrill Lynch has been given to the proposed offer or resale;

14 represents and warrants that it has not offered or sold and, prior to the expiry of a period of six months from Admission, will not offer or sell any Placing Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in an offer to the public in the United Kingdom within the meaning of section 85(1) of the Financial Services and Markets Act 2000 (‘FSMA’);

15 represents and warrants that it has not offered or sold and will not offer or sell any Placing Shares to persons in the European Economic Area prior to London Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the European Economic Area within the meaning of
the Prospectus Directive (including any relevant implementing measure in any member state);

16 represents and warrants that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;

17 represents and warrants that it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom;

18 (A) represents and warrants that it is a person falling within Article 19(1), Article 19(5) and / or Article 49(2)(a) to (d) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 or is a person to whom this Announcement may otherwise be lawfully communicated; and

(B) acknowledges that any offer of Placing Shares may only be directed at persons to the extent in member states of the European Economic Area who are 'qualified investors' within the meaning of Article 2(1)(e) of the Prospectus Directive (Directive 2003/71/EC) and represents and agrees that it is such a qualified investor;

19 represents and warrants that it and any person acting on its behalf is entitled to subscribe for the Placing Shares under the laws of all relevant jurisdictions which apply to it, and that the subscription for the Placing Shares by it or any person acting on its behalf will be in compliance with applicable laws and regulations in the jurisdiction of its residence, the residence of the Company, or otherwise;

20 undertakes that it (and any person acting on its behalf) will make payment for the Placing Shares allocated to it in accordance with this announcement on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other Placees or sold as BofA Merrill Lynch may in its discretion determine and without liability to such Placee;

21 acknowledges that its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares which it will be entitled, and required, to subscribe for, and that Investec may call upon it to subscribe for a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;

22 acknowledges that none of BofA Merrill Lynch or any of its affiliates, nor any person acting on behalf of them, is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of BofA Merrill Lynch and that BofA Merrill Lynch has no duties or responsibilities to any Placee for providing the protections afforded to its clients or customers or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;

23 undertakes that the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. Neither of BofA Merrill Lynch
or Investec will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify Investec and BofA Merrill Lynch on an after-tax basis in respect of the same on the basis that the Placing Shares will be allotted to the CREST stock account of BofA Merrill Lynch who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;

24 acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions and any non-contractual obligations arising out of or in connection with such agreements shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by Investec or BofA Merrill Lynch in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;

25 acknowledges that BofA Merrill Lynch and Investec and their respective affiliates will rely upon the truth and accuracy of the representations, warranties and acknowledgements set forth herein and which are irrevocable and it irrevocably authorises BofA Merrill Lynch to produce this announcement, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;

26 agrees to indemnify on an after-tax basis and hold Investec, BofA Merrill Lynch and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;

27 represents and warrants that it will subscribe for any Placing Shares for which it subscribes for its account or for one or more accounts as to each of which it exercises sole investment discretion and it has full power to make the acknowledgements, representations and agreements herein on behalf of each such account;

28 acknowledges that its commitment to subscribe for Placing Shares on the terms set out herein and in the contract note will continue notwithstanding any amendment that may in future be made to the terms of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to Investec's conduct of the Placing. The foregoing representations, warranties and confirmations are given for the benefit of Investec as well as BofA Merrill Lynch. The agreement to settle a Placee's allocation (and/or the allocation of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to the subscription by it and/or such person direct from Investec for the Placing Shares in question. Such agreement assumes, and is based on a warranty from each Placee, that neither it, nor the person specified by it for registration as holder, of Placing Shares is, or is acting as nominee or agent for, and that the Placing Shares will not be allotted to, a person whose business either is or includes issuing depositary receipts or the provision of clearance services. If there are any such arrangements, or the settlement relates to any
other dealing in the Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax, and neither Investec nor BofA Merrill Lynch shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify BofA Merrill Lynch accordingly;

29 understands that no action has been or will be taken by the Company, BofA Merrill Lynch or any person acting on behalf of Investec or BofA Merrill Lynch that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;

30 in making any decision to subscribe for the Placing Shares, confirms that it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of acquiring the Placing Shares. It further confirms that it is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain a complete loss in connection with the Placing. It further confirms that it relied on its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved;

31 warrants and represents that it has (a) made its own assessment and satisfied itself concerning legal, regulatory, tax, business and financial considerations in connection herewith to the extent it deems necessary; (b) had access to review publicly available information concerning the Investec group that it considers necessary or appropriate and sufficient in making an investment decision; (c) reviewed such information as it believes is necessary or appropriate in connection with its subscription for the Placing Shares; and (d) made its investment decision based upon its own judgement, due diligence and analysis and not upon any view expressed or information provided by or on behalf of BofA Merrill Lynch;

32 understands and agrees that it may not rely on any investigation that BofA Merrill Lynch or any person acting on its behalf may or may not have conducted with respect to the Company and its affiliates or the Placing and BofA Merrill Lynch has not made any representation to it, express or implied, with respect to the merits of the Placing, the subscription for the Placing Shares, or as to the condition, financial or otherwise, of the Company and its affiliates, or as to any other matter relating thereto, and nothing herein shall be construed as a recommendation to it to subscribe for the Placing Shares. It acknowledges and agrees that no information has been prepared by, or is the responsibility of, BofA Merrill Lynch or the Company for the purposes of this Placing;

33 accordingly it acknowledges and agrees that it will not hold BofA Merrill Lynch or any of its associates or any person acting on its behalf responsible or liable for any misstatements in or omission from any publicly available information relating to the Company's group or information made available (whether in written or oral form) relating to the Company's group (the 'Information') and that none of BofA Merrill Lynch or any person acting on behalf of BofA Merrill Lynch, makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such Information or accepts any responsibility for any of such Information;

34 will directly subscribe for the Placing Shares and the placing price payable by it will be more than ZAR100,000 (approximately GBP8,700); and
if in South Africa, it warrants and represents that it is (a) a bank registered or provisionally registered in terms of the Banks Act, 1990 (Act No 94 of 1990); or (b) a mutual bank registered or provisionally registered in terms of the Mutual Banks Act, 1993 (Act No 124 of 1993); or (c) a long-term insurer as defined in the Long-term Insurance Act, 1998 (Act No 52 of 1998); or (d) a short-term insurer as defined in the Short-term Insurance Act, 1998 (Act No 53 of 1998) and in each case is acting as principal and the wholly-owned subsidiaries of such entities will also fall within the exemption when they act as agent in the capacity of authorised portfolio manager for a pension fund registered in terms of the Pension Funds Act, 1956 (Act No 24 of 1956), or as manager for a collective investment scheme registered in terms of the Collective Investment Schemes Control Act, 2002 (Act No 45 of 2002).

By participating in the Placing, each Placee (and any person acting on Placee's behalf) acknowledges that: (i) the Placing Shares are being offered and sold only pursuant to Regulation S under the Securities Act in a transaction not involving a public offering of securities in the United States and the Placing Shares have not been and will not be registered under the Securities Act; and (ii) the offer and sale of the Placing Shares to it has been made outside of the United States (unless otherwise agreed with Investec and BofA Merrill Lynch) in an ‘offshore transaction’ (as such term is defined in Regulation S under the Securities Act) and it is outside the United States during any offer or sale of Placing Shares to it.

In addition, Placees should note that they will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the United Kingdom by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to subscribe for any Placing Shares.

Each Placee and any person acting on behalf of each Placee acknowledges and agrees that BofA Merrill Lynch or any of its affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.

When a Placee or person acting on behalf of the Placee is dealing with BofA Merrill Lynch, any money held in an account with any of BofA Merrill Lynch on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FSA made under FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from BofA Merrill Lynch's money in accordance with the client money rules and will be used by BofA Merrill Lynch in the course of its own business; and the Placee will rank only as a general creditor of BofA Merrill Lynch.

All times and dates in this announcement may be subject to amendment. BofA Merrill Lynch shall notify the Placees and any person acting on behalf of the Placees of any changes.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

DEFINITIONS

In this Announcement:

'Admission' means the admission of the Placing Shares to listing on the Official List of the Financial Services Authority and to trading on the main market of the London Stock Exchange; ‘Announcement’ means this announcement (including the Appendix to this announcement);
‘Bookbuild’ means the bookbuilding process to be commenced by BofA Merrill Lynch to use reasonable endeavours procure placees for the Placing Shares, as described in this announcement and subject to the terms and conditions set out in this Announcement and the Placing Agreement;

‘CREST’ means the relevant system, as defined in the Uncertificated Securities Regulations 2001 (SI 2001/3755) (in respect of which Euroclear UK & Ireland Limited is the operator);

‘DFSA’ means the Dubai Financial Services Authority;

‘FSA’ means the Financial Services Authority;

‘Investec’ or the 'Company' means Investec plc;

‘Investec Group’ means the Company and Investec Limited, together with their respective subsidiary undertakings;

‘JSE’ means JSE Limited, licensed as an exchange under the South African Securities Services Act, No. 36 of 2004, as amended;

‘London Stock Exchange’ means the London Stock Exchange plc;

‘BofA Merrill Lynch' means Merrill Lynch International;

‘Ordinary Share’ means an ordinary share of GBP0.0002 each in the capital of the Company;

‘Placee’ means any person (including individuals, funds or otherwise) by whom or on whose behalf a commitment to subscribe for Placing Shares has been given;

‘Placing’ means the placing of the Placing Shares by BofA Merrill Lynch, on behalf of the Company, with both institutional investors;

‘Placing Agreement’ means the placing agreement dated 3 August 2010 between the Company and BofA Merrill Lynch in respect of the Placing;

‘Placing Price' means the price per Ordinary Share at which the Placing Shares are placed;

‘Placing Shares' means the up to 22,000,000 Ordinary Shares to be issued pursuant to the Placing, such number to be determined at the close of the Bookbuild;


‘SARB’ means the South African Reserve Bank;

‘Securities Act' means the US Securities Act of 1933, as amended;

‘South Africa' means the Republic of South Africa;

‘South African Companies Act' means the Companies Act No. 61 of 1973, as amended;

‘United Kingdom' or ‘UK' means the United Kingdom of Great Britain and Northern Ireland; and

‘United States' or 'US' means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.