
APPLICABLE PRICING SUPPLEMENT

**TRANSNET SOC LTD**

*(Incorporated in the Republic of South Africa with limited liability
under registration number: 1990/000900/30)*

**Issue of ZAR8,000,000,000 Senior Unsecured Floating Rate Notes due 6 March 2030
Under its ZAR80,000,000,000 Domestic Medium Term Note Programme**

irrevocably and unconditionally guaranteed by

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum, dated 17 October 2022, prepared by Transnet SOC Ltd in connection with the Transnet SOC Ltd ZAR80,000,000,000 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.

PARTIES

1.	Issuer	Transnet SOC Ltd
2.	Dealer(s)	N/A
	Registered Office	N/A
3.	Manager's	N/A
	Registered Office	
4.	Debt Sponsor	N/A
	Registered Office	
5.	Paying Agent	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
	Specified Office	3 Simmonds Street, Johannesburg, 2001
6.	Calculation Agent	Transnet SOC Ltd
	Specified Office	138 Eloff Street, Braamfontein, Johannesburg, 2000
7.	Transfer Agent	Transnet SOC Ltd
	Specified Office	138 Eloff Street, Braamfontein, Johannesburg, 2000

8.	Settlement Agent	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
	Specified Office	3 Simmonds Street, Johannesburg, 2001

9.	Issuer Agent	Transnet SOC Ltd
	Specified Office	138 Eloff Street, Braamfontein, Johannesburg, 2000

PROVISIONS RELATING TO THE NOTES

10.	Status of Notes	Senior Unsecured Guaranteed by the Government of the Republic of South Africa
11.	Form of Notes	The Notes in this Tranche are unlisted Notes in uncertificated form and held in the CSD
12.	Series Number	146
13.	Tranche Number	1
14.	Aggregate Nominal Amount:	
	(a) Series	ZAR8,000,000,000
	(b) Tranche	ZAR8,000,000,000
15.	Interest	Interest-bearing
16.	Interest Payment Basis	Floating Rate
17.	Interest Payment Date(s)	6 June, 6 September, 6 December and 6 March of each year until the Maturity Date, or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention (as specified in this Applicable Pricing Supplement) with the first Interest Payment Date being 6 June 2024, or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention
18.	Interest Periods	Each period from, and including, the applicable Interest Payment Date and ending on, but excluding, the following Interest Payment Date, the first Interest Period commences on the Interest Commencement Date and ends on (but excludes) the first Interest Payment Date (each Interest Payment Date is adjusted in accordance with the Applicable Business Day Convention)
19.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	N/A
20.	Issue Date	6 March 2024
21.	Nominal Amount per Note	ZAR1,000,000
22.	Specified Denomination	ZAR1,000,000
23.	Specified Currency	ZAR

24.	Issue Price	100 percent
25.	Interest Commencement Date	6 March 2024
26.	Maturity Date	6 March 2030
27.	Applicable Business Day Convention	Following Business Day
28.	Final Redemption Amount	100% of Aggregate Nominal Amount
29.	Last Day to Register	By 17h00 on 26 May, 26 August, 25 November and 23 February, of each year until the Maturity Date, or if such day is not a Business Day, the Business Day before each Books Closed Period (provided that in each year which is a leap year the Last Day to Register in February shall fall on 24 February)
30.	Books Closed Period(s)	The Register will be closed 27 May to 5 June, 27 August to 5 September, 26 November to 5 December and 24 February to 5 March (all dates inclusive); in each year until the Maturity, or if any early redemption occurs, 10 Days prior to the actual Redemption Date (provided that in each year which is a leap year, the Books Closed Period in February shall fall between 25 February to 5 March)
31.	Default Rate	2 % (two percent) to be added to the Margin
32.	FIXED RATE NOTES	N/A
33.	FLOATING RATE NOTES	
	(a) Definition of Business Day (if different from that set out in Condition 1 (<i>Interpretation</i>))	N/A
	(b) Minimum Rate of Interest	N/A
	(c) Maximum Rate of Interest	N/A
	(d) Day Count Fraction	Actual/365
	(e) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	N/A
34.	Manner in which the Rate of Interest is to be determined	Screen Rate Determination (Reference Rate plus Margin)
35.	Margin	320 basis points, to be added to the Reference Rate
36.	If ISDA Determination	N/A
37.	If Screen Determination:	
	(a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	3-month ZAR-JIBAR, or in the event that the ZAR-JIBAR ceases to apply and there is no replacement rate, such other rate, as may be determined by The Standard Bank of South Africa Limited (acting through its Corporate and Investment Banking division) (SBSA) in consultation with the Issuer (both acting in good faith and in a commercially reasonable manner to achieve a commercially reasonable result), that SBSA determines is a comparable rate to replace ZAR-JIBAR, and shall replace ZAR-JIBAR

by such substitute or successor rate, as the case may be, with effect from such date as is determined by SBSA with consultation with the Issuer. SBSA may make such adjustment(s) that it determines to be appropriate, if any, to any one or more of the terms of the Notes including, without limitation, any variable or term relevant to the settlement or payment under the Notes, as SBSA determines appropriate to account for such replacement.

- (b) Interest Rate Determination Date(s) On the first date of that Interest Period or if such day is not a Business Day, the following day that is a Business Day with the first Interest Rate Determination Date being 6 March 2024.
- (c) Relevant Screen Page and Reference Code ZAR-JIBAR-SAFEX or any successor page
38. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Determination, insert basis for determining Rate of Interest/Margin/Fallback provisions N/A
39. Calculation Agent responsible for calculating amount of principal and interest Transnet SOC Ltd

ZERO COUPON NOTES N/A

PARTLY PAID 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

40. Redemption at the Option of the Issuer pursuant to Condition 10.3 (*Redemption at the Option of the Issuer*): No
41. Redemption at the Option of the Senior Noteholders pursuant to Condition 10.4 (*Redemption at the Option of the Senior Noteholders*): No
42. Redemption in the event of a Change of Control Yes
43. Redemption in the event of a Change of Principal Business Yes
44. Early Redemption Amount(s) payable on redemption for taxation reasons pursuant to Condition 10.2 (*Redemption for Tax Reasons*) or on Event of Default No

pursuant to Condition 17 (*Events of Default*), on a Change of Control pursuant to Condition 10.5 (*Redemption in the event of a Change of Control*) or in relation to an event of event of Change of Principal Business pursuant to Condition 10.6 (*Redemption in the event of a Change of Principal Business*) (if required or if different from that set out in the relevant Conditions).

GENERAL

45.	Financial Exchange	N/A
46.	Additional selling restrictions	N/A
47.	ISIN No.	ZAG000203662
48.	Bond Code	TNG30U
49.	Method of distribution	Private Placement
50.	Stabilising Manager	N/A
51.	Provisions relating to stabilisation	N/A
52.	Credit Rating assigned to the Issuer	Moody's A2.za as at 25 January 2024 S&P zaAA as at 13 November 2023
53.	Applicable Rating Agency	Moody's Investors Service South Africa Proprietary Limited and Standard & Poor's Rating Services
54.	Governing law (if the laws of South Africa are not applicable)	N/A
55.	Other provisions	See Appendix 1 headed " <i>Additional Terms and Conditions to this tranche of Notes</i> " See Appendix 2 headed " <i>Government Guarantee</i> "

Responsibility:

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from the Programme Memorandum or this Applicable Pricing Supplement which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that the Programme Memorandum together with this Applicable Pricing Supplement contain all information required by law. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement, and the annual financial statements and/or the integrated report of the Issuer and all documents incorporated by reference (see the section of the Programme Memorandum headed "*Documents Incorporated by Reference*") and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

Programme Amount:

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised Programme Amount of ZAR80,000,000,000 has not been exceeded.

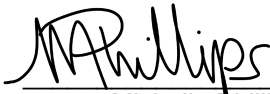
Material Change:

As at the date of this Applicable Pricing Supplement, and after due and careful enquiry, there has been no material change in the financial or trading position of the Issuer since the date of publication of the Issuer's latest audited financial statements. As at the date of this Applicable Pricing Supplement, there has been no involvement by The Auditor General of South Africa in making the aforementioned statement.

Application will not be made to list this issue of Notes on the JSE.

SIGNED at Johannesburg on this 4th day of March 2024.

For and on behalf of **TRANSNET SOC LTD**



Name: Michelle Phillips
Capacity: Director
Who warrants her authority hereto



Name: Hlengiwe Makhathini
Capacity: Director
Who warrants her authority hereto

APPENDIX 1:

Additional Terms and Conditions to this Tranche of Notes

Capitalised terms used in this section headed "Additional Terms and Conditions to this Tranche of Notes" shall bear the same meanings as used in the Terms and Conditions or the Trust Deed, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

1. **GUARANTEE**

The obligations of the Issuer under this Tranche of TNG30U Notes (the **TNG30U Notes**) will be directly guaranteed by the Government of the Republic of South Africa (the **Guarantor**) who shall irrevocably and unconditionally guarantee, in favour of the Noteholders of this Tranche of Notes (the **Noteholders**), the obligations which the Issuer may now have or have incurred or in the future may incur to the holders of the Notes.

2. **AMENDMENT TO THE TERMS AND CONDITIONS:**

In relation to this Tranche of Notes only, the Programme Memorandum is hereby supplemented to include the following:

- 2.1 the deletion of the definition of "Register" in the section headed "Terms and Conditions of the Notes" on page 41 of the Programme Memorandum, in its entirety, and replacing it with the following new definition:

"Register *the register of uncertificated notes administered and maintained by a Participant, or the Central Securities Depository, as determined in accordance with the Applicable Procedures;"*

- 2.2 the deletion of the definition of "Noteholders" in the sections headed "Summary of the Programme" on page 11 and "Terms and Conditions of the Notes" on page 41 of the Programme Memorandum, in its entirety, and replacing it with the following new definition:

"Noteholder *the holder of the Notes, as recorded in the Register;"*

- 2.3 the deletion of Condition 17.1.1 (*Non-Payment*), in its entirety, and its replacement with a new Condition 17.1.1:

"17.1.1 Non-Payment

the Issuer fails to pay any principal or interest due under the Notes on its due date for payment thereof and any such failure continues for a period of 5 (five) Business Days, after receiving written notice from the Noteholder Trustee demanding such payment. The Noteholder Trustee, on behalf of the Noteholders, shall then be entitled to call upon the Guarantee. The Guarantor fails to pay any principal or interest due under the Notes on its due date for payment thereof and any such failure continues for a period of 30 (thirty) Days, after receiving written notice from the Noteholder Trustee demanding such payment. For the avoidance of doubt Default Interest will accrue on the Notes from the due date of payment until such time that the payment is made in full; or"

- 2.4 the addition of a new Condition 18 (*Entitlement of the Noteholder Trustee*) immediately before Condition 17 (*Events of Default*)

“18 ENTITLEMENT OF THE NOTEHOLDER TRUSTEE

18.1 *In addition to the below, all references to notice to the Noteholders and rights and/or discretions to be exercised by the Noteholders shall be deemed to be references to notice to the Noteholder Trustee and the Noteholders rights and/or discretions to be exercised by the Noteholder Trustee acting in accordance with its rights and obligations under the Trust Deed.*

18.2 *In connection with the exercise of its functions, the Noteholder Trustee shall have regard to the interests of the Noteholders as a class and, in particular but without limitation, shall not have regard to the consequences of the exercise of its trusts, powers or discretions for individual Noteholders resulting from them being for any purpose domiciled or resident in, or otherwise connected with, or subject to the jurisdiction of, any particular territory, and the Noteholder Trustee shall not be entitled to require, nor shall any Noteholder be entitled to claim, from the Issuer or any other person any indemnification or payment in respect of any tax consequences of any such exercise upon individual Noteholders.*

18.3 Acceleration and enforcement

18.3.1 *The Noteholder Trustee shall only take any proceedings against the Issuer or enforce the provisions of the Guarantee in accordance with the provisions of the Trust Deed and the Guarantee; and*

18.3.2 *No Noteholder of the Notes, shall be entitled to proceed directly against the Issuer or the Guarantor unless the Noteholder Trustee, having become bound so to proceed, fails so to do within a reasonable period and the failure shall be continuing.*

18.4 The Trustee

18.4.1 *The Trust Deed contains provisions for the indemnification of the Noteholder Trustee and for its relief from responsibility, including relieving it from taking proceedings unless indemnified and/or secured and/or prefunded to its satisfaction. The Noteholder Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer without accounting for any profit. The Noteholder Trustee may rely without liability to Noteholders on a report, confirmation or certificate or any advice of any accountants, financial advisers or investment bank, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Noteholder Trustee or in any other manner) by reference to a monetary cap, methodology or otherwise. The Noteholder Trustee shall be obliged to accept and be*

entitled to rely on any such report, confirmation or certificate or advice where the Issuer procures delivery of the same pursuant to its obligation to do so under any provision of the Terms and Conditions or the Trust Deed and such report, confirmation or certificate or advice shall be binding on the Issuer, the Noteholder Trustee and the Noteholders in the absence of manifest error.

18.4.2 *The Issuer acknowledges the appointment and role of the Noteholder Trustee and that any amount that becomes due and payable under the TNG30U Notes to the Noteholders may be claimed by the Noteholder Trustee under the TNG30U Notes and/or the Guarantee, as applicable.”*

APPENDIX 2

Government Guarantee

GUARANTEE

given by

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

(as represented by the Minister of Public Enterprises with the concurrence of the Minister of Finance)

in favour of

THE NOTEHOLDERS

(as defined herein)

for the obligations of

TRANSNET SOC LTD

in respect of the issue and settlement of the Notes (as defined in the Programme Memorandum) by Transnet SOC Ltd in an aggregate principal amount of up to ZAR **15,000,000,000** under its ZAR80,000,000,000 Domestic Medium Term Note Programme (the **Programme**) subject to the Terms and Conditions (as defined below) and the provisions of the relevant Applicable Pricing Supplement (as defined below) in relation to the Notes.



THIS GUARANTEE IS GIVEN BY:

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA, herein represented by the Minister of Public Enterprises in terms of section 66(2) of the Public Finance Management Act, 1999 (the **PFMA**) acting with the concurrence of the Minister of Finance in terms of section 70 of the PFMA (the **Guarantor**).

IN FAVOUR OF

THE NOTEHOLDERS for the time being and from time to time of the Notes (the **Noteholders**).

1. PREAMBLE

1.1 Transnet SOC Ltd, a state-owned company incorporated in accordance with the laws of the Republic of South Africa with registration number 1990/000900/30 (the **Issuer**) has authorised the issue of the Notes.

1.2 The Guarantor has agreed to guarantee the payment of all sums expressed to be payable from time to time by the Issuer to the Noteholders in respect of the Guaranteed Obligations or under the Legal Documents on the terms and conditions set out in this Guarantee.

2. DEFINITIONS

In this Guarantee (as defined below), unless the context requires otherwise, the words and expressions set out below shall have the meanings assigned to them and cognate expressions shall have a corresponding meaning, namely:

Applicable Supplement	Pricing	means each pricing supplement completed and signed by the Issuer in relation to the Notes, setting out the terms and conditions applicable to the Notes to which this Guarantee is annexed;
Business Day		means a day (other than a Saturday, a Sunday or official public holiday) on which banks are open for general business in South Africa;
Discharge Date		means the date on which all amounts payable by the Issuer under or in connection with the Legal Documents have been paid in full;
Effective Date		means the date on which this Guarantee is signed by the party signing last in time;
Guarantee		means this guarantee and indemnity agreement;
Guarantee Framework Agreement		means the guarantee framework agreement concluded between the Issuer and the Guarantor which, <i>inter alia</i> , governs the terms on which the Guarantor makes the Guarantee available for the benefit of the Issuer from time to time;
Guaranteed Obligations		means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Issuer to the Noteholders under and in terms of the Notes and the Legal Documents;
Legal Documents		means the Programme Memorandum and the Applicable Pricing Supplement(s);
PFMA		means the Public Finance Management Act, 1999 (as amended or substituted from time to time);

Programme Memorandum	means the programme memorandum dated 17 October 2022 issued by the Issuer in relation to the Programme, as amended and/or restated and/or supplemented from time to time;
Security	means any mortgage, pledge, hypothecation, assignment, cession in <i>securitatem debiti</i> , deposit by way of security or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets), having the effect of providing a security interest to a creditor or any agreement or arrangement to give any form of a secured claim to a creditor but excluding statutory preferences, or any security interest arising by operation of law and for the avoidance of doubt, any guarantee; and
Terms and Conditions	means the terms and conditions applicable to the Notes as set out in the Programme Memorandum.

3. INTERPRETATION

- 3.1 Unless expressly defined in this Guarantee, the terms and expressions defined in the Terms and Conditions and/or the Notes (including those by way of deemed incorporation) have the same meaning in this Guarantee.
- 3.2 When any number of days is prescribed in this Guarantee same shall, unless otherwise specifically stated, be reckoned inclusively of the first and exclusively of the last day.

4. GUARANTEE

With effect from the Effective Date the Guarantor hereby, irrevocably and unconditionally, as a principal, primary, severable and discrete obligation (and not merely as surety) enforceable by the Noteholders against the Guarantor:

- 4.1 guarantees (as a primary obligation) to the Noteholders the due and punctual payment and performance by the Issuer of all the Guaranteed Obligations;
- 4.2 undertakes to the Noteholders that if the Issuer fails to pay or perform any Guaranteed Obligations as and when they fall due, the Guarantor will, within 30 (thirty) days of first written demand from a Noteholder in accordance with clause 6.1, pay any and all sums which may be payable, but remain unpaid, by the Issuer to the Noteholders in connection with the Guaranteed Obligations as if the Guarantor instead of the Issuer was expressed to be the principal obligor in respect thereof; and
- 4.3 agrees with each Noteholder that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Noteholder within 30 (thirty) days of first written demand against any cost, loss or liability it incurs as a result of the Issuer not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Legal Document on the date when it would have been due. The amount payable by a Guarantor under this clause 4.3 will not exceed the amount it would have had to pay under this clause 4 if the amount claimed had been recoverable on the basis of a Guarantee.

5. OBLIGATIONS AND RENUNCIATION OF BENEFITS

- 5.1 The obligations of the Guarantor under the Guarantee constitute unconditional and unsecured obligations of the Guarantor and will rank (subject to any obligations preferred by

law) *pari passu* with all other present and future unsecured and unsubordinated obligations of the Guarantor.

- 5.2 This Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Issuer or the Guarantor or in respect of the Guaranteed Obligations, regardless of any intermediate payment or discharge in whole or in part, until the Discharge Date.
- 5.3 This Guarantee shall endure from the Effective Date and shall remain in full force and effect from the Effective Date until the Discharge Date.
- 5.4 The Guarantor hereby renounces all benefits arising from the legal exceptions *non numeratae pecuniae* (no money was paid over), *non causa debiti* (lack of actionable debt) *errore calculi* (mistake in calculation of amount due) and *beneficia excussionis et divisionis* (the benefits of excussion and division), with the force and effect of which the Guarantor hereby declares it to be fully acquainted.

6. FINANCIAL UNDERTAKINGS

- 6.1 If the Issuer fails to pay or perform any Guaranteed Obligation, the Noteholders shall be entitled to submit a written demand upon the Guarantor for payment and performance in accordance with clause 4.
- 6.2 The Guarantor waives any right it may have of first requiring any Noteholder (or any trustee or agent on their behalf) to (a) proceed against or enforce any other rights or Security, (b) claim payment from any person, (c) claim payment from the Issuer or any other person or (d) make or file any claim or proof in a winding-up or dissolution (including any equivalent or analogous proceedings) of the Issuer, before claiming from the Guarantor under, or exercising any right, power or remedy conferred upon it by, this Guarantee. This waiver applies irrespective of any law or any provision of a Legal Document to the contrary.
- 6.3 The Guarantor hereby undertakes to the Noteholders that it has not taken or received, and that until the Discharge Date, it will not take or receive, any Security or lien from the Issuer in respect of the granting of this Guarantee, and shall not exercise any rights of recourse in respect of any claims which it may have against the Issuer by reason of performance by it of its obligations under the Legal Documents or by reason of any amount being payable (all of which claims shall be subordinated to the claims of the Noteholders against the Issuer), provided that this clause 6.3 shall not be construed as limiting the Guarantor's right to claim payment of a guarantee fee from the Issuer in connection with this Guarantee.
- 6.4 If any discharge, release or arrangement (whether in respect of the obligations of the Issuer under the Legal Documents or any Security for those obligations or otherwise) is made by Noteholders in whole or in part on the basis of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Guarantor under this Guarantee will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 6.5 No demand made by the Noteholders against the Guarantor in terms of this Guarantee shall operate as a waiver of any other rights or remedies of the Noteholders hereunder or under the Legal Documents. Similarly, failure of a Noteholder to exercise any of the foregoing rights or remedies at any time shall not operate as a waiver of the same.
- 6.6 In respect of the Guaranteed Obligations only, and notwithstanding anything to the contrary in clause 6.2 of this Guarantee, no Noteholder shall take proceedings against the Issuer in respect of any failure to pay any Guaranteed Obligations until the period allowed to the Guarantor for payments under clause 4.2 has elapsed.

- 6.7 The Guarantor shall be entitled at any time (and whether or not in anticipation of a breach or default by the Issuer under the Legal Documents occurring or while such breach or default is continuing) to effect payments of any amounts due and payable under the Legal Documents on behalf of the Issuer as and when they fall due thereunder. The Noteholders will accept each such payment as if it were a payment made by the Issuer under the Legal Documents.
- 6.8 The existence or enforceability of this Guarantee shall not affect or be affected by any other Security held in respect of the Guaranteed Obligations under the Legal Documents and is in addition to, and without prejudice to, any such other Security.
- 6.9 The Guarantor acknowledges and agrees in favour of each Noteholder that its obligations under this Guarantee will not be affected by the failure of the Issuer to comply with the terms and conditions of the Guarantee Framework Agreement.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Guarantor represents and warrants to the Noteholders that:
- 7.1.1 it has the power to enter into and perform, and has taken all necessary action to authorise its entry into and performance of this Guarantee (including, without limitation, under and in terms of the PFMA and the Constitution of the Republic of South Africa, 1996);
- 7.1.2 the obligations expressed to be assumed by the Guarantor in this Guarantee are legal, valid, binding and enforceable obligations;
- 7.1.3 the entry into and performance by the Guarantor of, and the transactions contemplated by, the Legal Documents to which it is a party and the Guarantee do not and will not conflict with:
- 7.1.3.1 any law or regulation applicable to it (including, without limitation, the PFMA); or
- 7.1.3.2 its constitutional documents or any other internal requirements to which it is subject; or
- 7.1.3.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument; and
- 7.1.4 the Guarantor will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Guarantee.
- 7.2 The representations made by the Guarantor in this clause 7 will survive the execution of this Guarantee and will be deemed repeated on each date on which any performance of any obligation is due by the Issuer to a Noteholder in terms of the Legal Documents, with reference to the facts and circumstances then existing.

8. GENERAL UNDERTAKINGS

To the extent that any additional consents or approvals may be required by virtue of a change in legislation for the continued due performance by the Guarantor of all its obligations under this Guarantee, the Guarantor hereby undertakes that for so long as any of the Issuer's obligations under the Legal Documents remain to be performed, it will obtain or cause to be obtained and maintained in full force and effect all such consents and approvals.

9. DEMANDS

A demand made from time to time under this Guarantee in accordance with clause 6.1 by a Noteholder shall be made in writing to the Guarantor at the address specified in clause 15 below.

10. LIABILITY OF GUARANTOR

- 10.1 None of the liabilities or obligations of the Guarantor under this Guarantee shall be affected or impaired by any act, omission, matter or thing which, but for this clause would reduce, release or prejudice any of its obligations under this Guarantee including (without limitation and whether or not known to it or any Noteholder):
- 10.1.1 any time, waiver or consent granted to, or composition with, the Issuer or the Guarantor or any other person;
- 10.1.2 the release of the Issuer or the Guarantor or any other person under the terms of any composition or arrangement with any creditor;
- 10.1.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, the Issuer or the Guarantor or any other person, or any non-presentation or non-observance of any formality or other requirement in respect of any instrument, or any failure to realise the full value of any Security;
- 10.1.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Issuer or the Guarantor or any other person;
- 10.1.5 any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case, however fundamental, of whatsoever nature and whether or not more onerous) or replacement of any Legal Document or any other document or Security including without limitation any change in the purpose of, any extension of or any increase in the tenor and amount of the Notes;
- 10.1.6 any unenforceability, non-provability, illegality or invalidity of any obligation of any person under any Legal Document or any other document or Security;
- 10.1.7 any insolvency, business rescue or similar proceedings in relation to the Issuer; or
- 10.1.8 any other act, event or omission which, but for this clause 10, might operate or might otherwise have operated to discharge, impair or otherwise affect any of the obligations of the Guarantor herein contained or any of the rights, powers or remedies conferred upon the Noteholders, whether by this Guarantee or any other Legal Document.
- 10.2 The obligations of the Guarantor hereunder shall not be affected by any invalidity in or irregularity or unenforceability of any of the Guaranteed Obligations or any change in the constitution of or any amalgamation or construction of the Issuer or the Guarantor.
- 10.3 The Guarantor hereby unconditionally and irrevocably undertakes and agrees not to institute or commence, or join with any person in instituting or commencing, any proceedings for the Issuer's liquidation, winding-up, placement under business rescue proceedings or dissolution.

11. PAYMENTS

- 11.1 The Guarantor undertakes that all payments in satisfaction of its obligations under this Guarantee shall be made without set-off or counterclaim and free and clear of and without withholding or deduction of or on account of any present or future taxes now or hereafter imposed, levied, collected, withheld, or assessed or otherwise.



- 11.2 The Guarantor agrees to pay to the Noteholders all costs and expenses incurred by the Noteholders in preserving, perfecting or exercising any of their rights hereunder and all costs and expenses incurred by the Noteholders as a result of any default by the Guarantor in the performance or payment of any of its obligations under this Guarantee.
- 11.3 All payments made under this Guarantee shall be made *mutatis mutandis* in accordance with Condition 9 of the Terms and Conditions.

12. CERTIFICATE OF INDEBTEDNESS

A certificate signed by any authorised signatory of a Noteholder of the Notes (as set out in the Register and whose appointment need not be proved) as to the existence of and the amount of indebtedness by the Guarantor to that Noteholder, that such amount is due and payable, the amount of interest accrued thereon and as to any other fact, matter or thing relating to the Guarantor's indebtedness to that Noteholder in terms of this Guarantee, shall in the absence of manifest error, be *prima facie* proof of the contents and correctness thereof for the purposes of provisional sentence, summary judgment or any other proceedings, and shall be valid as a liquid document for such purpose.

13. CHANGES TO THE PARTIES

13.1 The Guarantor

The Guarantor may not cede and/or delegate or otherwise transfer any of its rights or obligations under this Guarantee.

13.2 Noteholders

13.2.1 A Noteholder may cede or otherwise transfer all or any of its rights under this Guarantee to a person to whom it has ceded or transferred its rights in terms of the Legal Documents.

13.2.2 The Guarantor irrevocably consents to any splitting of claims which may arise as a result of a Noteholder exercising its rights under this clause 13.2.

14. SEVERABILITY

Each provision of this Guarantee is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, and without limiting the generality of the foregoing, the Guarantor acknowledges its intention to continue to be bound by this Guarantee notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force, and replaced by such an alternative provision if any, as may be agreed between the parties hereto.

15. NOTICES

15.1 Each notice, demand or other communication under this Guarantee shall be in writing delivered personally or by recognised courier or electronic mail or communication and be deemed to have been given:

15.1.1 in the case of electronic mail, when received in legible form; and

15.1.2 in the case of a letter, on the Business Day of delivery; and

15.1.3 be sent to the Guarantor at:

Minister of Public Enterprises:

Address: Department of Public Enterprises 80 Hamilton Street
Arcadia
Pretoria
0028
Attention: The Director General

and to:

Minister of Finance:

Address The National Treasury of the Republic of South Africa
240 Madiba Street
Pretoria
0002

Attention: The Deputy Director-General: Asset and Liability Management

or to such other address in South Africa or electronic mail address as is notified in writing from time to time by the Guarantor to the Noteholders in accordance with Condition 19 (*Notices*) of the Terms and Conditions.

15.2 The Guarantor chooses the above address as its *domicilium citandi et executandi* for all purposes under this Guarantee, whether in respect of court process, notices or other documents or communications of whatsoever nature.

16. GENERAL PROVISIONS

16.1 This Guarantee is, and all rights and obligations relating to this Guarantee are governed by, and shall be construed in accordance with, the laws of South Africa.

16.2 The Guarantor agrees for the benefit of the Noteholders that the High Court of South Africa, Gauteng Local Division, Johannesburg (or any successor to that division) shall have non-exclusive jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes (each a **Dispute**) which may arise out of or in connection with this Guarantee and, for such purposes, submits to the jurisdiction of such court.

16.3 This Guarantee constitutes the whole undertaking relating to the subject matter hereof.

16.4 No amendment or consensual cancellation of this Guarantee or any provision or term hereof shall be binding unless recorded in a written document signed by the Guarantor and the Noteholders. Any waiver or relaxation or suspension given or made under the Legal Documents or this Guarantee shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.

- 16.5 The Guarantor irrevocably and unconditionally:
- 16.5.1 submits to the jurisdiction of the South African courts in relation to any Dispute and waives all rights of sovereign or other immunity to which it or its assets may be entitled;
- 16.5.2 agrees not to claim any sovereign or other immunity from:
- 16.5.2.1 proceedings brought in any jurisdiction against it or its assets by a Noteholder in relation to a Dispute;
- 16.5.2.2 recognition or enforcement in any jurisdiction of any judgment or order given in relation to a Dispute; or
- 16.5.2.3 execution, attachment or other legal process in any jurisdiction against it or its assets in relation to a Dispute,
- and, in each case, to ensure that no such claim is made on its behalf;
- 16.5.3 submits to the jurisdiction of any court in relation to the recognition of any judgment or order given in relation to a Dispute; and
- 16.5.4 consents generally to the enforcement in any jurisdiction of any judgment or order given in relation to a Dispute and the giving of any relief in any jurisdiction, whether before or after final judgment, including, without limitation:
- 16.5.4.1 relief by way of interim or final injunction or order for specific performance or recovery of any assets; and
- 16.5.4.2 execution, attachment or other legal process against any assets (irrespective of their use or intended use).
- 16.6 This Guarantee may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Guarantee.



EXECUTED by the Guarantor and signed on its behalf by the Minister of Public Enterprises in concurrence with the Minister of Finance of the Republic of South Africa.



THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

(AS REPRESENTED BY THE MINISTER OF PUBLIC ENTERPRISES)

DATE: 29-02-2024
PRETORIA

PLACE:

CONCURRED

MINISTER OF FINANCE

DATE:

PLACE

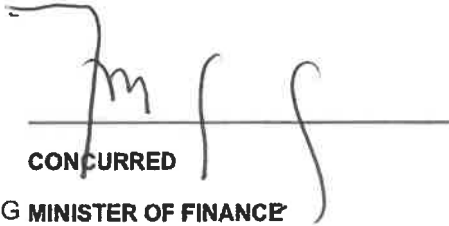


EXECUTED by the Guarantor and signed on its behalf by the Minister of Public Enterprises in concurrence with the Minister of Finance of the Republic of South Africa.

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA
(AS REPRESENTED BY THE MINISTER OF PUBLIC ENTERPRISES)**

DATE:

PLACE:



A handwritten signature in black ink is written over a horizontal line. The signature appears to be 'M. S.' followed by a long, sweeping flourish.

CONCURRED

ACTING **MINISTER OF FINANCE**

DATE: 01/03/2024

PLACE Pretoria