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## APPLICABLE PRICING SUPPLEMENT

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### **DENEL SOC LTD**

*(Incorporated in the Republic of South Africa with limited liability under registration number 1992/001337/30)*

**Issue of ZAR290,000,000 Senior Unsecured Floating Rate Notes due 11 December 2019  
Irrevocably and unconditionally guaranteed by the Government of the Republic of South Africa  
Under its ZAR4,000,000,000 Domestic Medium Term Note Programme**

This Applicable Pricing Supplement must be read in conjunction with the amended and restated Programme Memorandum, dated 18 September 2012, prepared by Denel SOC Ltd in connection with the Denel SOC Ltd ZAR4,000,000,000 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	Denel SOC Ltd
2.	Guarantor	The Government of the Republic of South Africa
3.	Dealer	Nedbank Limited, acting through its Corporate and Investment Banking division
4.	Debt Sponsor	Nedbank Limited, acting through its Corporate and Investment Banking division
5.	Paying Agent	FirstRand Bank Limited, acting through its Rand Merchant Bank division
	Specified Address	1 Merchant Place, corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
6.	Calculation Agent	FirstRand Bank Limited, acting through its Rand Merchant Bank division
	Specified Address	1 Merchant Place, corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
7.	Settlement Agent	FirstRand Bank Limited, acting through its Rand Merchant Bank division
	Specified Address	1 Merchant Place, corner Fredman Drive and Rivonia Road, Sandton, 2196, South Africa

**PROVISIONS RELATING TO THE NOTES**

8.	Status of Notes	Senior Unsecured
9.	Series Number	89
10.	Tranche Number	1
11.	Aggregate Nominal Amount:	
	(a) Series	ZAR290,000,000
	(b) Tranche	ZAR290,000,000
12.	Interest	Interest-bearing
13.	Interest / Payment Basis	Floating Rate
14.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	N/A
15.	Form of Notes	The Notes in this Tranche are issued in uncertificated form and held by the CSD
16.	Issue Date	11 December 2018
17.	Nominal Amount per Note	ZAR1,000,000
18.	Specified Denomination	ZAR1,000,000
19.	Specified Currency	ZAR
20.	Issue Price	100 percent
21.	Interest Commencement Date	11 December 2018
22.	Maturity Date	11 December 2019
23.	Applicable Business Day Convention	Modified Following Business Day
24.	Final Redemption Amount	100 percent of Aggregate Nominal Amount
25.	Last Day to Register	by 17:00 on 28 February 2019, 31 May 2019, 31 August 2019 and 30 November 2019, and if such day is not a business day, the business day before each books closed period
26.	Books Closed Period(s)	The Register will be closed from 1 March 2019 to 10 March 2019, 1 June 2019 to 10 June 2019, 1 September 2019 to 10 September 2019 and 1 December 2019 (all dates inclusive) until the Maturity Date
27.	Default Rate	N/A
<b>FIXED RATE NOTES</b>		N/A
<b>FLOATING RATE NOTES</b>		
29.	(a) Interest Payment Date(s)	11 March 2019, 11 June 2019, 11 September 2019 and 11 December 2019 with the first Interest Payment Date being 11 March 2019
	(b) Interest Periods	From and including the applicable Interest Payment Date and ending on but excluding the following Interest Payment Date, save that the first Interest Period shall commence on the Interest Commencement Date and end the day before the next Interest Payment Date

(c)	Definitions of Business Day (if different from that set out in Condition 1 ( <i>Interpretation</i> ))	N/A
(d)	Minimum Interest Rate	N/A
(e)	Maximum Interest Rate	N/A
(f)	Day Count Fraction	Actual/365
(g)	Any other terms relating to the particular method of calculating interest	N/A
30.	Manner in which the Interest Rate is to be determined	Screen Rate Determination
31.	Margin	170 basis points to be added to the Reference Rate
33.	If Screen Rate Determination:	
(a)	Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	3 month ZAR-JIBAR
(b)	Interest Determination Date(s)	11 March 2019, 11 June 2019 and 11 September 2019 with the first Interest Determination Date being 6 December 2018
(c)	Relevant Screen Page and Reference Code	Reuters page 0#SFXmm or successor page
34.	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
35.	Calculation Agent responsible for calculating amount of principal and interest	FirstRand Bank Limited, acting through its Rand Merchant Bank division
<b>ZERO COUPON NOTES</b>		<b>N/A</b>
<b>PROVISIONS REGARDING REDEMPTION/MATURITY</b>		
37.	Redemption at the Option of the Issuer:	No
38.	Redemption at the Option of the Senior Noteholders:	No
39.	Redemption in the event of a Change of Control at the election of Noteholders pursuant to Condition 10.5 ( <i>Redemption in the event of a Change of Control</i> ) or any other terms applicable to a Change of Control	Yes
40.	Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default (if required).	Yes
<b>GENERAL</b>		
41.	Financial Exchange	Interest Rate Market of the JSE
42.	Additional selling restrictions	N/A
43.	ISIN No.	ZAG000158050

44. Stock Code	DENG89
45. Stabilising manager	N/A
46. Provisions relating to stabilisation	N/A
47. Method of distribution	Private Placement
48. Credit Rating assigned to the Issuer	Long Term: AA-(zaf)/negative Short Term: F1+(zaf)
49. Applicable Rating Agency	By Fitch Southern Africa Proprietary Limited dated 18 July 2018, to be reviewed annually Pursuant to the Financial Services Board's press release dated 24 November 2017, a subsequent Credit Rating will be obtained from another Rating Agency in due course, details of which will be made available on SENS
50. Governing law (if the laws of South Africa are not applicable)	N/A
51. Other provisions	<p><b>Guarantee</b> In accordance with the terms of the Guarantee attached hereto as Annexure 1 (the Guarantee), the Guarantor irrevocably and unconditionally guarantees to the Noteholders of these Notes the due and punctual payment by the Issuer of all amounts owing by the Issuer in respect of the Notes issued pursuant to this Applicable Pricing Supplement.</p> <p>(a) The Guarantor is required to make any payment under the Guarantees by no later than 30 (thirty) Business Days after receipt of a written demand under and in terms of the Guarantee and the Terms and Conditions. All payments under the Guarantee will <i>pro tanto</i> discharge the Issuer of its corresponding obligations to the Noteholders under the Notes.</p> <p>(b) The Guarantee will be deposited with, and held by, the Paying Agent until the later of:</p> <p>(i) the date on which the Programme is terminated by the Issuer, and</p> <p>(ii) the date on which all the obligations of the Issuer and the Guarantor under or in respect of the Notes have been discharged in full.</p> <p>each Noteholder of these Notes shall be entitled to require the Paying Agent to produce the original of the Guarantees on request and further shall be entitled to require the Paying Agent, which shall be obliged, to provide a copy of the Guarantees to that Noteholder on request. In holding the Guarantees, the Paying Agent does not act in any fiduciary or similar capacity for the Noteholders and it has not accepted any liability, duty or responsibility</p>

to Noteholders in this regard.

**Issuer's Undertaking**

For so long as the Notes issued pursuant to this Applicable Pricing Supplement remain Outstanding, the Issuer undertakes not to issue further guaranteed Notes exceeding the guaranteed amount in the Guarantee.

**Issuer's Warranty**

The Issuer warrants to the Noteholders of the Notes that following the Issuance of the Notes on the Issue Date that the Issuer has not exceeded the guaranteed amount in the Guarantee.

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

52. Paragraph 3(5)(a)

The "ultimate borrower" (as defined in the Commercial Paper Regulations) is the Issuer.

53. Paragraph 3(5)(b)

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

54. Paragraph 3(5)(c)

The auditor of the Issuer is the Auditor General of South Africa.

55. Paragraph 3(5)(d)

As at the date of this issue:

- (i) the Issuer has issued ZAR3,154,000,000 Commercial Paper (as defined in the Commercial Paper Regulations); and
- (ii) the Issuer estimates that it will issue ZAR276,000,000 Commercial Paper during the current financial year, ending 31 March 2019.

56. Paragraph 3(5)(e)

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

57. Paragraph 3(5)(f)

There has been a material adverse change in the Issuer's financial position since the date of its last audited financial statements.

58. Paragraph 3(5)(g)

The Notes issued will be listed.

59. Paragraph 3(5)(h)

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

60. Paragraph 3(5)(i)

The obligations of the Issuer in respect of the Notes are unsecured, but have been guaranteed by the Government of the Republic of South Africa.

61. Paragraph 3(5)(j)

The Auditor General of South Africa, the statutory auditors of the Issuer, have confirmed that this issue of Notes issued under the Programme will comply in all respects with the relevant provisions of the Commercial Paper Regulations.

**Responsibility:**

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted 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 placing document contains all information required by law and the Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the placing document and the annual financial statements and the Applicable Pricing Supplement and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the placing document, the annual financial statements, annual report and this Applicable Pricing Supplement of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the placing document and the annual financial statements, the annual report or this Applicable Pricing Supplement of the Issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of the placing document and listing of the debt securities is not to be taken in any way as an indication of the merits of the Issuer or of the debt securities and, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised programme amount of ZAR4,000,000,000 has not been exceeded

SIGNED at IRENE on this 4<sup>TH</sup> day of DECEMBER 2018.

For and on behalf of  
DENEL SOC LTD



Name: M. W. HLAHLA  
Capacity: DIRECTOR  
Who warrants his/her authority hereto



Name: M. T. SADIK  
Capacity: DIRECTOR  
Who warrants his/her authority hereto

**GUARANTEE**

**(Execution)**

**GUARANTEE**

By

**THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA**

In favour of

**NOTEHOLDERS**

for the obligations of

**DENEL SOC LTD**

In respect of

the issue and settlement of Notes (as defined below) in an aggregate principal amount of up to ZAR3,430,000,000 by Denel SOC Ltd under its ZAR4,000,000,000 Domestic Medium Term Note Programme.



# GUARANTEE

We, the undersigned,

THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (the Guarantor),

hereby, irrevocably and unconditionally guarantee (as primary obligor and not merely as surety) to the holders (the "Noteholders") of notes in an aggregate amount of up to ZAR3,430,000,000 the "Notes") to be issued and settled by Denel SOC Ltd (the Issuer) during the period commencing on the date of signature of this Guarantee up to and including 29 September 2023 under its ZAR4,000,000,000 Domestic Medium Term Note Programme (the "Programme") on the terms and conditions in the Amended and Restated Programme Memorandum dated 18 September 2012 as amended and restated or supplemented from time to time (the Terms and Conditions), the due and punctual performance by the Issuer of payment of principal and/or interest in respect of the Notes.

The obligations of the Guarantor under this Guarantee constitute the 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.

1. Terms used but not defined herein have the meanings set forth in the Terms and Conditions.
2. This Guarantee shall be binding on the Guarantor and shall continue to be binding on the Guarantor and, with respect to any payment, or any part thereof, of principal and/or interest on any Note that is rescinded or must otherwise be returned by the Paying Agent or any Noteholder if such rescission or return of payment has been compelled by law as a result of the insolvency of any of the Issuer or any other person or if such rescission or return of payment is a result of any law, regulation or decree applicable to the Issuer or such persons.
3. 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) "*error calculi*" (mistake in calculation of amount due) and "*beneficia excussionis et divisionis*" (the benefits of excussion and division), the force and effect of which the Guarantor hereby declares it to be fully acquainted.
4. Until all sums of money, obligations and liabilities due, owing or incurred by the Issuer to the Noteholders under the Notes have been paid or discharged in full, the Guarantor waives all rights of subrogation and indemnity against the Issuer and agrees not to claim any set-off or counterclaim against the Issuer or to claim or prove in competition with the Noteholders or any of them in the event of the bankruptcy, insolvency or liquidation of the Issuer or to have any benefit of or any share in any other guarantee or security now or hereafter held for the benefit of the Noteholders.
5. The Guarantor hereby undertakes to the Noteholders that it has not taken or received, and that until all moneys, obligations and liabilities due, owing or incurred by the Issuer under the Notes have been paid and performed in full, it will not take or receive, any security or lien from the Issuer in respect of the granting of this Guarantee.
6. No action in respect of any collateral or security given by the Issuer, or any other persons, in respect of the Notes is required to be taken before action is taken against the Guarantor under this



Guarantee, and the existence or enforceability of this Guarantee shall not affect or be affected by any other security held in respect of the Issuer's obligations under the Notes.

7. The Guarantor hereby undertakes that so long as any of the Issuer's obligations under the Notes remain to be performed, it will obtain or cause to be obtained and maintained in full force and effect all consents which may from time to time be necessary for the continued due performance by the Guarantor of all its obligations under this Guarantee.
8. Upon the happening of an Event of Default, as contemplated in Condition 16.1 of the Terms and Conditions, a demand made under this Guarantee by any Noteholder shall be made in writing to the Guarantor at the address specified below.
9. All payments made under this Guarantee shall be made *mutatis mutandis* in accordance with Conditions 9 and 11 of the Terms and Conditions.
10. Payment to the Paying Agent under this Guarantee shall:
  - 10.1 be made by the Guarantor to the Paying Agent not later than 30 (thirty) Business Days after receipt of a demand in accordance with clause 9;
  - 10.2 discharge the Guarantor of its applicable obligations to Noteholders under this Guarantee; and
  - 10.3 *pro tanto* discharge the Issuer of its corresponding obligations to Noteholders under the Notes.
11. Each notice, demand or other communication under this Guarantee shall be in writing delivered personally or by recognised courier or facsimile and be deemed to have been given:
  - 11.1 in the case of a facsimile, on this 1<sup>st</sup> (first) Business Day following the date of transmission; and
  - 11.2 in the case of a letter, when delivered; and
  - 11.3 be sent to the Guarantor at:

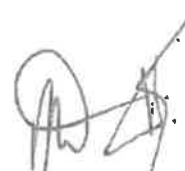
Minister of Public Enterprises  
Suite 401  
Infotech Building  
1090 Arcadia Street  
Hatfield  
Pretoria, 0028  
Republic of South Africa  
Facsimile: (012) 431 1040  
Attention: The Director-General:  
Department of Public Enterprises

With a copy: 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 facsimile number as is notified from time to time by the Guarantor to the Noteholders in accordance with Condition 18 of the Terms and Conditions.



- 11.4 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.
12. 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.
13. The Guarantor agrees for the benefit of the Noteholders that the High Court of South Africa, Gauteng Division, Pretoria, South Africa shall have jurisdiction to hear and determine any suit, action or proceedings, and to settle any disputes which may arise out of or in connection with this Guarantee and, for such purposes, irrevocably submits to the jurisdiction of such court.
14. This Guarantee will be deposited with, and be held by, the Paying Agent until the date on which all of the obligations of the Issuer under or in respect of the Notes have been discharged in full. The Guarantor acknowledges and agrees that each Noteholder shall be entitled to require the Paying Agent to produce the original of this Guarantee on request and further shall be entitled to require the Paying Agent, which shall be obliged, to provide a copy of this Guarantee to that Noteholder on request.
15. This Guarantee constitutes the whole undertaking relating to the subject matter hereof. No amendment or consensual cancellation of this Guarantee or any provision or term hereof shall be binding unless approved by Extraordinary Resolution of Noteholders and thereafter recorded in a written document signed by the Guarantor. Any waiver or relaxation or suspension given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.



Thus signed and executed by the Minister of Public Enterprises in concurrence with the Minister of Finance duly authorised thereto in terms of section 70 of the Public Finance Management Act, 1999 (as amended) and that it is in the public interest so to do.

EXECUTED as a deed under seal by the Guarantor and signed and delivered as a deed on its behalf by the Minister of Public Enterprises in concurrence with the Minister of Finance of the Republic of South Africa.

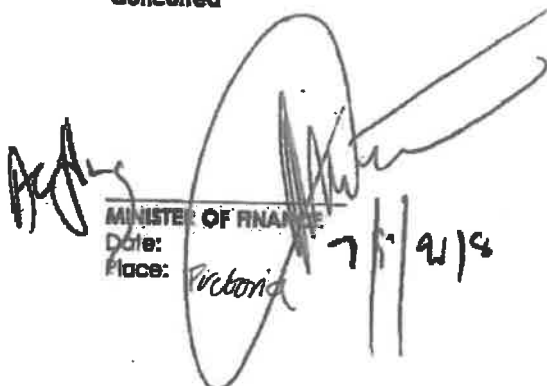


MINISTER OF PUBLIC ENTERPRISES

Date: 7/9/2018

Place: Pretoria

Concurred



MINISTER OF FINANCE

Date: 7/9/2018

Place: Pretoria

