



**AFRICAN BANK HOLDINGS LIMITED**

(Registration number 2014/176855/06)

(Incorporated with limited liability in the Republic of South Africa under Registration Number 2014/176855/06)

**The Issuer**

**Issue of ZAR825 000 000 unsecured Subordinated Capital Notes being Floating Rate Notes due 20 March 2034**

**(subject to Write-Off upon the occurrence of a Trigger Event)**

**Under its ZAR25 000 000 000 Domestic Medium Term Note Programme**

**Stock Code ABH001**

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the Programme Memorandum dated 29 June 2023, prepared by the Issuer in connection with the ZAR25 000 000 000 Domestic Medium Term Note Programme of the Issuer, as amended 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**”.

The Notes described in this Applicable Pricing Supplement are issued on and subject to the Terms and Conditions in the Programme Memorandum and this Applicable Pricing Supplement must be read in conjunction with such Programme Memorandum. 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.

DESCRIPTION OF NOTES		
1. Issuer		African Bank Holdings Limited (Registration number 2014/176855/06)
2. Status of Notes		Unsecured Subordinated Capital Notes – Tier 2 Notes In accordance with the Regulatory Capital Requirements, Tier 2 Notes issued under and pursuant to this Applicable Pricing Supplement will be subject to Write-Off if a Trigger Event occurs in relation to the Issuer
3. Series Number		1
4. Tranche Number		1
5. Aggregate Nominal Amount:		
(a) Series		ZAR825 000 000
(b) Tranche		ZAR825 000 000
6. Interest		Interest-bearing
7. Interest Payment Basis		Floating Rate
8. Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another		N/A
9. Form of Notes		Listed Registered Notes: The Notes in this Tranche are issued in uncertificated form in the CSD
10. Issue Date		20 December 2023
11. Maturity Date		20 March 2034
12. Maturity Period		Subject to the applicable Regulatory Capital Requirements, Tier 2 Notes will have a minimum maturity of five years, and three months

13.	Nominal Amount per Note	ZAR1 000 000
14.	Specified Denomination	ZAR1 000 000
15.	Issue Price	100 per cent of the Nominal Amount of each Note.
16.	Interest Commencement Date	20 December 2023
17.	Payment Day (if different from that set out in Condition 9.5 <b>Error! Reference source not found.</b> )	Condition 9.5 applies
18.	Specified Currency	ZAR
19.	Final Redemption Amount	100% of the outstanding Nominal Amount (after taking account of any Write-Off required pursuant to the Contractual Write-Off Condition)
20.	Books Closed Period(s)	The Register will be closed from 10 March to 19 March, from 10 June to 19 June, from 10 September to 19 September and from 10 December to 19 December (all dates inclusive) in each year until the Maturity Date/Optional Redemption Date
21.	Last Day to Register	By 17h00 on 9 March, 9 June, 9 September and 9 December, or if such day is not a Business Day, the Business Day preceding each Books Closed Period, in each year until the Maturity Date/Optional Redemption Date
22.	Business Centre	Johannesburg
23.	Additional Business Centre	N/A
24.	Applicable Business Day Convention	Modified Following Business Day
25.	Day Count Fraction	Actual/365
26.	Note Linked to another Listed Instrument	N/A
<b>FLOATING RATE NOTES</b>		
27.	Issuer election not to pay interest	Not applicable
28.	(a) Floating Interest Payment Date(s)	The first Floating Interest Payment Date of 20 March 2024 (the <b>First Floating Interest Payment Date</b> ) and thereafter 20 March, 20 June, 20 September and 20 December in each year up to and including the Maturity Date/Optional Redemption Date (and the Maturity Date/Optional Redemption Date) or, if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the Applicable Business Day Convention
	(b) Interest Period(s)	Each period commencing on (and including) a Floating Interest Payment Date and ending on (but excluding) the following Floating Interest Payment Date; provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) the First Floating Interest Payment Date (each Floating Interest Payment Date as adjusted in accordance with the Applicable Business Day Convention)
	(c) Interest Rate Determination Date(s)	14 December 2023 and thereafter the first Business Day of each Interest Period
	(d) Interest Rate	Reference Rate plus the Margin per annum

(e) Definition of Business Day (if different from that set out in the Terms and Conditions)		The same as that set out in the Terms and Conditions Modified Following Business Day Convention
(f) Minimum Rate of Interest		N/A
(g) Maximum Rate of Interest		N/A
(h) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)		N/A
(i) Default Rate		Interest Rate plus 2% per annum
29. Manner in which the Rate of Interest is to be determined		Screen Rate Determination
30. Margin		450 basis points to be added to the relevant Reference Rate
31. If ISDA Determination:		N/A
32. If Screen Determination:		
(a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)		ZAR-JIBAR-SAFEX. In the event that the ZAR-JIBAR-SAFEX ceases to apply such other rate as may be determined by the Calculation Agent and notified to the Noteholders pursuant to Condition 18 (Notices)
(b) Interest Rate Determination Date(s)		14 December 2023 and thereafter the first Business Day of each Interest Period
(c) Relevant Screen Page and Reference Code		Reuters page SAFEX code 01209 or any successor page
33. 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		In the event that the ZAR-JIBAR-SAFEX ceases to apply such other rate as may be determined by the Calculation Agent and notified to the Noteholders pursuant to Condition 18 (Notices)
34. Calculation Agent responsible for calculating amount of principal and interest		The Issuer
<b>PROVISIONS REGARDING REDEMPTION/MATURITY</b>		
35. Prior consent of Relevant Regulator for any redemption (in the case of Tier 2 Notes, prior to the Maturity Date)		Yes, save for redemption of Subordinated Capital Notes for regulatory reasons as contemplated in Condition 10.3 ( <i>Redemption of Subordinated Capital Notes for Regulatory Reasons</i> ).  Condition 10.8 ( <i>Conditions to redemption, purchase, cancellation, modification, substitution or variation of Subordinated Capital Notes</i> ) is not applicable to the redemption of this Tranche of Notes upon the occurrence of a Regulatory Event, pursuant to Condition 10.8.3
36. Redemption at the Option of the Issuer:		Yes, subject to the applicable Regulatory Capital Requirements and Condition 10.8.3
If yes:		

(a) Optional Redemption Date(s)		20 March 2029 (being 5 years and three months from Issue Date) and every Floating Interest Payment Date thereafter, subject to the Terms and Conditions and the applicable Regulatory Capital Regulations
(b) Minimum period of notice (if different from Condition 10.4)		N/A
(c) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)		100 per cent of the outstanding Nominal Amount of each Note
(d) If redeemable in part:		No
37. Minimum Redemption Amount(s)		N/A
38. Higher Redemption Amount(s)		N/A
39. Other terms applicable on Redemption		See Conditions 10.2, 10.3, and 10.4 and the applicable Capital Regulations
40. Early Redemption Amount(s) payable on redemption for taxation reasons or on redemption for Regulatory Reasons or on Event of Default (if required).		100 per cent of the outstanding Nominal Amount of each Note (calculated, if applicable, after taking account of any Write-Off required pursuant to the Contractual Write-Off Condition), subject to the applicable Regulatory Capital Requirements and Condition 10.8
<b>TRIGGER EVENT</b>		
41. Election as to definition of “Trigger Event”: “ <b>Trigger Event</b> ” means either:		Definition (i) per the definition of “Trigger Event” as set out in Condition 1 ( <i>Interpretation</i> ) of the Terms and Conditions for Tier 2 Capital
42. Contractual Conversion Condition		Not Applicable
43. Contractual Write-Off Condition		Applicable. See Conditions 6.4, 6.5 and 6.7 to 6.12
44. Additional Conditions		Not Applicable
<b>GENERAL</b>		
45. Substitution and Variation for Subordinated Capital Notes		Applicable
46. Substitution and Variation for Subordinated Capital Notes upon a Change in Law		Applicable
47. Amendment Option to disapply Contractual Conversion Condition for Subordinated Capital Notes pursuant to Condition 6.9		Not Applicable
48. Amendment Option to disapply Contractual Write-off Condition for Tier 2 Notes pursuant to Condition 6.9		Applicable
49. Arranger		Rand Merchant Bank, a division of FirstRand Bank Limited

50. Issuer Agent		The Standard Bank of South Africa Limited
51. Specified office of the Issuer Agent		1st Floor, 6 Simmonds Street, Johannesburg, 2001, South Africa
52. Calculation Agent		African Bank Holdings Limited
53. Specified office of the Calculation Agent		59, 16th Road, Midrand, 1685, South Africa
54. Settling Bank		The Standard Bank of South Africa Limited
55. Specified office of the Settling Bank		1st Floor, 6 Simmonds Street, Johannesburg, 2001, South Africa
56. Transfer Agent		JSE Investor Services Proprietary Limited
57. Specified office of the Transfer Agent		One Exchange Square, 2 Gwen Lane, Sandown, Sandton, 2196, South Africa
58. Financial Exchange		Interest Rate Market of the JSE
59. Additional selling restrictions		N/A
60. ISIN No.		ZAG000202029
61. Stock Code		ABH001
62. Stabilising manager		N/A
63. Provisions relating to stabilisation		N/A
64. Exchange Control Approval Required		Not Applicable
65. Exchange Control Approval Received		Not Applicable
66. Rating assigned to the [Issuer] / [Programme] / [Notes] (if any)		N/A
67. Rating Agency		N/A
68. Governing law (if the laws of South Africa are not applicable)		South Africa
69. The notice period required for exchanging Uncertificated Notes for Individual Certificates		30 days prior to the Exchange Date
70. Surrendering of Notes in the case of Notes represented by an Individual Certificate		The Issuer shall not be obliged to make or cause to be made any payment in respect of the final redemption of a Registered Note represented by an Individual Certificate until at least 7 days has passed since the date on which the Individual Certificate in respect of the Notes to be redeemed has been surrendered to the Transfer Agent at its Specified Office
71. Use of Proceeds		The proceeds of the issue of the Notes will be used by the Issuer to subscribe to regulatory capital in the form of Tier 2 notes issued by African Bank Limited (incorporated with limited liability under registration number 2014/176899/06 in South Africa) complying with Regulation 38(12)(a) of the Regulations Relating to Banks. The "ultimate borrower" is accordingly African Bank Limited
72. Aggregate Nominal Amount of Notes in Issue		ZAR825 000 000 including the issuance of Notes under this Applicable Pricing Supplement and any other Notes issued on the Issue Date

73. Programme Amount		The Programme Amount of ZAR25 000 000 000 has not been exceeded
74. Other provisions (including additional covenants, if any)		N/A
75. Material Change		There has been no material change in the financial or trading position of the Issuer and its subsidiaries since the date of the Issuer's last audited annual financial statements for the financial year ended 30 September 2023 As at the date hereof, there has been no involvement by the auditors of the Issuer in making the aforementioned statement
76. Litigation Statement		Save as disclosed in the Programme Memorandum (including any information incorporated by reference therein) as read together with this Applicable Pricing Supplement, as at the date of this Applicable Pricing Supplement, the Issuer is not engaged (whether as defendant or otherwise) in any legal or arbitration proceedings, including any proceedings that are pending or threatened, of which the Issuer is aware, that may have or have had in the recent past, being the previous 12 months, a material effect on the Issuer's financial position
77. Applicable Laws		Save as disclosed in the Programme Memorandum (including any information incorporated by reference therein) as read together with this Applicable Pricing Supplement, as at the date of this Applicable Pricing Supplement, the Issuer is not aware of any failure by it to comply with Applicable Laws to which it is subject, in a manner which would reasonably be expected to have a material effect on the financial position or the operations of the Issuer
78. Commercial Paper Regulations		Applicable - see Annexure "A" to this Applicable Pricing Supplement

**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 statements in the Programme Memorandum as read with this Applicable Pricing Supplement false or misleading and that all reasonable enquiries to ascertain such facts have been made, as well as that the Programme Memorandum as read together with this Applicable Pricing Supplement contains all information required by Applicable Laws and the JSE Debt Listings Requirements.

The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum as read together with this Applicable Pricing Supplement, except as otherwise stated therein or herein.

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

Application is hereby made to list this issue of Notes 20 December 2023.


**AFRICAN BANK HOLDINGS LIMITED**

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Name: Kennedy Bungane  
Capacity: Director  
Who warrants his authority hereto  
Date: 13 December 2023

**AFRICAN BANK HOLDINGS LIMITED**

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Name: Anbann Chetti  
Capacity: Director  
Who warrants his authority hereto  
Date: 13 December 2023

## ANNEXURE "A" - DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS

At the date of this Applicable Pricing Supplement:

### Paragraph 3(5)(a)

The Issuer of the relevant Tranche of Notes is African Bank Holdings Limited (incorporated with limited liability under registration number 2014/176855/06 in South Africa).

The proceeds of the issue of the relevant Tranche of Notes will be used by the Issuer to subscribe to regulatory capital in the form of Tier 2 notes issued by African Bank Limited (incorporated with limited liability under registration number 2014/176899/06 in South Africa) complying with Regulation 38(12)(a) of the Regulations Relating to Banks. The "ultimate borrower" is accordingly African Bank Limited.

### Paragraph 3(5)(b)

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

### Paragraph 3(5)(c)

The auditor of the Issuer is KPMG Inc.

### Paragraph 3(5)(d)

As at the date of this issue:

- (a) The Issuer has not, prior to the Issue Date, issued any "*commercial paper*" (as defined in the Commercial Paper Regulations).
- (b) As at Issue Date, to the best of the Issuer's knowledge and belief, the Issuer estimates that it will issue "*commercial paper*" (as defined in the Commercial Paper Regulations) in an aggregate amount of ZAR3 000 000 000 during the Issuer's current financial year (including the relevant Tranche of Notes).

### Paragraph 3(5)(e)

Prospective investors in the Notes are to consider this Applicable Pricing Supplement, the Programme Memorandum and the documentation incorporated therein by reference in order to ascertain the nature of the financial and commercial risks of an investment in the Notes. In addition, prospective investors in the Notes are to consider the latest audited financial statements of the Issuer which are incorporated into the Programme Memorandum by reference and which may be requested from the Issuer.

### Paragraph 3(5)(f)

Save as disclosed in the Programme Memorandum, there has been no material adverse change in the Issuer's financial position since the date of its last audited financial statements.

### Paragraph 3(5)(g)

The relevant Tranche of Notes will be listed on the Interest Rate Market of the JSE.

### Paragraph 3(5)(h)

The proceeds of the issue of the relevant Tranche of Notes will be used by the Issuer as contemplated in paragraph 3(5)(a) above.

### Paragraph 3(5)(i)

The relevant Tranche of Notes is unsecured.

### Paragraph 3(5)(j)

KPMG Inc., the auditors of the Issuer, have confirmed that nothing has come to their attention to indicate that this issue of Notes issued under the Issuer Programme will not comply in all respects with the relevant provisions of the Commercial Paper Regulations published under Paragraph (cc) of the definition of the "business of a bank" in terms of Section 1 of the Banks Act).

### Paragraph 3(5)(j)(i) and (ii)

Where, in relation to the issue and placing of the relevant Tranche of Notes, the Programme Memorandum and/or the Applicable Pricing Supplement is distributed and/or made available for inspection in South Africa, a copy of the Issuer's latest audited annual financial statements will at all times separately accompany (either by electronic delivery or by physical delivery) the Programme Memorandum and/or the Applicable Pricing Supplement, as required by the Commercial Paper Regulations.