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## APPLICABLE PRICING SUPPLEMENT

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### **BURSTONE GROUP LIMITED**

*(Registration Number 2008/011366/06)*

*(Established and incorporated as a public company with limited liability in accordance with the laws of South Africa)*

### **Issue of ZAR 415,000,000 Tranche 1 Senior Unsecured Floating Rate Notes due 30 August 2024 (BTNC5)**

#### **Under its ZAR10,000,000,000 Domestic Medium Term Note Programme**

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein.

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum dated 11 August 2022. 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. To the extent that certain provisions of this Applicable Pricing Supplement do not apply to the Notes described herein, they may be deleted in this Applicable Pricing Supplement or indicated to be not applicable.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the Terms and Conditions. References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the Programme Memorandum entitled "*Terms and Conditions of the Notes*". References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

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 and that the Programme Memorandum and this Applicable Pricing Supplement contain all information required by applicable law and, in relation to any Tranche of Notes listed on the Interest Rate Market of the JSE, the JSE Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement and the annual financial statements of the Issuer and any amendments or supplements to the aforesaid documents, except as otherwise stated therein.

The Issuer, having made all reasonable enquiries, confirms that the Programme Memorandum, read together with this Applicable Pricing Supplement and the documents and information incorporated herein and therein by reference contains or incorporates all information which is material in the context of the issue and the offering of Notes, that the information contained or incorporated in the Programme Memorandum by reference, is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in the Programme Memorandum, read together with the documents incorporated

by reference, are honestly held and that there are no other facts the omission of which would make same misleading.

The Issuer further confirms that the issue of Notes described herein will not result in the Programme Amount (as referred to below) being exceeded.

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

#### **DESCRIPTION OF THE NOTES**

1	Issuer	Burstone Group Limited
2	Status of Notes	Senior Unsecured
3	Nature of Security	Not Applicable
4	(a) Tranche Number	1
	(b) Series Number	1
5	Aggregate Principal Amount	ZAR 415,000,000
6	Interest/Payment Basis	Floating Rate
7	Form of Notes	Uncertificated Notes
8	Automatic/Optional Conversion from one Interest/Payment Basis to another	Not Applicable
9	Issue Date	30 May 2024
10	Business Centre	Johannesburg
11	Additional Business Centre	Not Applicable
12	Specified Denomination	Minimum of ZAR1,000,000
13	Issue Price	100 percent
14	Interest Commencement Date	30 May 2024

15	Redemption Date	30 August 2024
16	Specified Currency	Rand
17	Applicable Business Day Convention	Following Business Day
18	Calculation Agent	Investec Bank Limited
19	Specified office of the Calculation Agent	100 Grayston Drive, Sandown, Sandton, 2196
20	Paying Agent	Investec Bank Limited
21	Specified office of the Paying Agent	100 Grayston Drive, Sandown, Sandton, 2196
22	Transfer Agent	Investec Bank Limited
23	Specified office of the Transfer Agent	100 Grayston Drive, Sandown, Sandton, 2196
24	Issuer Agent	Investec Bank Limited
25	Specified Office of the Issuer Agent	100 Grayston Drive, Sandown, Sandton, 2196
26	Settlement Agent	Nedbank Limited
27	Specified office of the Settlement Agent	Nedbank Investor Services, 2nd Floor, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709
28	Dealer	Investec Bank Limited
29	Specified office of the Dealer	100 Grayston Drive, Sandown, Sandton, 2196
30	Aggregate Final Redemption Amount	ZAR 415,000,000

#### **FLOATING RATE NOTES**

31	(a) Interest Payment Date	30 August 2024 being the Redemption 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 item 17 in this Applicable Pricing Supplement),
	(b) Interest Period	Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date, provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) 30 August 2024 (each Interest Payment Date as adjusted in accordance with the Applicable Business Day Convention)

(c)	Definitions of Business Day (if different from that set out in Condition 1)	Not applicable
(d)	Interest Rate	The sum of the Reference Rate and the Margin
(e)	Minimum Interest Rate(s)	Not applicable
(f)	Maximum Interest Rate(s)	Not applicable
(g)	Other terms relating to the method of calculating interest (e.g., Day Count Fraction, rounding up provision, if different from Condition 7.2)	Actual/365
32	Manner in which the Interest Rate is to be determined	Screen Rate Determination
33	Margin	60 basis points nominal annual compounded quarterly
34	If ISDA Determination	
(a)	Floating Rate	Not applicable
(b)	Floating Rate Option	Not applicable
(c)	Designated Maturity	Not applicable
(d)	Reset Date(s)	Not applicable
	If Screen Rate Determination	
(a)	Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	3 Month JIBAR
(b)	Interest Determination Date	30 May 2024
(c)	Relevant Screen Page and Reference Code	Reuters Screen SAFETY page under caption "Yield" as at approximately 11h00, Johannesburg time, on the relevant Interest Determination Date, rounded to the third decimal point
35	If Interest Rate to be calculated otherwise than by reference to the previous two sub-clauses, insert basis for determining Interest Rate/Margin/Fall back provisions	Not applicable

36 Any other terms relating to the particular method of calculating interest Not applicable

**PROVISIONS REGARDING REDEMPTION/ MATURITY**

37 Issuer's Optional Redemption: No  
if yes -

(a) Optional Redemption Dates Not applicable

(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s) Not applicable

(c) Minimum Period of Notice (if different to Condition 9.2) Not applicable

(d) If redeemable in part:

Minimum Redemption Amount(s) Not Applicable

Higher Redemption Amount(s) Not Applicable

(e) Other terms applicable on Redemption Not Applicable

38 Redemption at the option of the Senior Noteholders No

39 Early Redemption Amount(s) payable on redemption for taxation reasons or an Event of Default At their Early Redemption Amount as set out in Condition 9.5

**GENERAL**

40 Additional selling restrictions Not Applicable

(a) International Securities Identification Number (ISIN) ZAG000205790

(b) Stock Code BTNC5

41 Financial Exchange Interest Rate Market of the JSE

42 If syndicated, names of managers Not Applicable

43 Method of Distribution Private Placement

44	Credit Rating assigned to the Issuer as at the Issue Date	AA <sub>-(ZA)</sub> on a long-term national scale and A1 <sub>+(ZA)</sub> on a short term national scale
	(a) Rating Agency	Global Credit Rating Co. Proprietary Limited
	(b) Date of issue of current Credit Rating	October 2023
	(c) Date of next expected Credit Rating review	November 2024
45	Governing law (if the laws of South Africa are not applicable)	Not Applicable
46	Use of proceeds	The proceeds of the issuance of the Notes will be used by the Issuer for general corporate purposes
47	Last Day to Register	19 August 2024 or if such day is not a Business Day, the Business Day immediately preceding the Books Closed Period
48	Books Closed Period	The Register will be closed from 20 August 2024 to 30 August 2024, being the Redemption Date (all dates inclusive).
49	Stabilisation Manager (if any)	Not Applicable
50	Programme Amount	ZAR10,000,000,000
51	Legal or Arbitration proceedings	The Issuer is not aware of any legal or arbitration proceedings, including any proceedings that are pending or threatened, that may have or have had a material effect on the Issuer's financial position within the past 12 months
52	Compliance with legislation and memorandum of incorporation	<p>The Issuer confirms that it is –</p> <p>(a) in compliance with the provisions of the Companies Act 71 of 2008, specifically relating to its incorporation; and</p> <p>(b) acting in conformity with the provisions of its memorandum of incorporation and any other relevant constitutional documents</p>
53	Material change statement	The Issuer confirms that no material change in its (or any of its subsidiaries') financial or trading position has occurred since the end of its last reviewed financial results for the 12 months ended 31 March 2024 (in respect of the Issuer) were published. This statement has not been

reviewed and reported on by the Issuer's auditors

#### *FINANCIAL COVENANTS*

The following financial covenants shall be applicable in respect of the Notes issued pursuant to this Applicable Pricing Supplement.

The Issuer undertakes, for so long as any Notes remain Outstanding, to maintain the following ratios –

Measured at an Issuer level -

- (i) Interest Cover Ratio of at least 2 times;
- (ii) Issuer Loan to Value Ratio, which may not exceed 50%; and
- (iii) Encumbered Assets to Value Ratio, which may not exceed 70%.

Where -

"**Interest Cover Ratio**" means, at any time (and calculated semi-annually based on the consolidated audited annual financial statements and consolidated unaudited interim financial statements of the Issuer), the ratio expressed as follows -

Interest Cover Ratio = Y divided by X

Where -

Y = EBITDA (earnings before interest, tax, depreciation and amortisation) for that period; and

X = Interest expense for that period.

"**Issuer Loan to Value Ratio**" means at any time (and calculated semi-annually based on the consolidated audited annual financial statements and consolidated unaudited interim financial statements of the Issuer), the ratio expressed as follows -

Issuer Loan to Value Ratio = A divided by V

Where -

A = the interest bearing financial indebtedness of the Issuer; and

V = the amount of the most recent independent external market valuation or director's valuation of all the immovable properties and other investments, owned by the Issuer as set out in its latest consolidated audited annual financial statements and consolidated unaudited interim financial statements.

**"Encumbered Assets to Value Ratio"** means, at any time (and calculated semi-annually based on the consolidated audited annual financial statements and consolidated unaudited interim financial statements of the Issuer), the ratio expressed as follows -

Encumbered Assets to Value Ratio = E divided by FV

Where -

E = the amount of the most recent independent external market valuation or director's valuation of all the immovable properties owned by the Issuer and other investments owned by the Issuer that are Encumbered, as set out in its latest consolidated audited annual financial statements and consolidated unaudited interim financial statements;

FV = the amount of the most recent independent external market valuation or director's valuation of all the immovable properties and other investments owned by the Issuer as set out in its latest consolidated audited annual financial statements and consolidated unaudited interim financial statements.

#### *REDEMPTION IN THE EVENT OF A CHANGE OF CONTROL*

A **"Change of Control Event"** shall occur if at any time while any Note remains Outstanding -

- (i) a Change of Control occurs; and
- (ii) within the Change of Control Period and in respect of that Change of Control, a Rating Downgrade occurs in relation to the Issuer



and/or the Programme and/or any Notes rated by the Rating Agency, as the case may be.

Promptly upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give a notice to the Noteholders in accordance with Condition 17 specifying the nature of the Change of Control Event and the circumstances giving rise to it and the procedure for exercising the option contained in this Covenant.

If a Change of Control Event occurs at any time while any Note remains Outstanding, then provided the Noteholders have -

- (i) in terms of Condition 18 convened a meeting of Noteholders within 30 days of the notification set out above; and
- (ii) resolved in terms of Condition 18 by way of Extraordinary Resolution to require the redemption of the Notes of that Class of Noteholders in these circumstances,

the Issuer shall redeem all Notes held by that Class of Noteholders at its Early Redemption Amount together with accrued interest (if any) within 15 days of having received a written notice from that Class of Noteholders to redeem such Note.

Such option shall be exercisable by a Class of Noteholders by the delivery of a written notice (a "**Change of Control Redemption Notice**") to the Issuer at its registered office within 60 days after the receipt of a notice from the Issuer that a Change of Control Event has occurred, unless prior to the delivery by that Noteholder of its Change of Control Redemption Notice the Issuer gives notice to redeem the Notes.

Where -

**"Acting in Concert"** means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively co-operate, through the acquisition of shares in the Issuer by any of them, either directly or indirectly, to obtain or consolidate Control of the Issuer;

a "**Change of Control**" shall be deemed to have occurred at each time (whether or not approved by the senior management or board of directors of the Issuer) that any person ("**Relevant Person**") or person Acting in Concert or any person or persons acting on behalf of any such person(s), at any time directly or indirectly acquires Control of the Issuer, provided that a Change of Control shall not be deemed to have occurred if the shareholders of the Relevant Person are also, or immediately prior to the event which would otherwise constitute a Change of Control, were all of the shareholders of the Issuer;

"**Change of Control Period**" means, in relation to a Change of Control of the Issuer, the period commencing 60 days prior to such Change of Control and ending 60 days after such Change of Control;

"**Control**" of the Issuer means -

- (i) the holding beneficially of more than 50% of the issued share capital of the Issuer (excluding any part of that issued share capital that carries no right to participate beyond a specified amount in a distribution of either profits or capital); or
- (ii) the power to cast, or control the casting of votes in respect of, such number of the shares in the issued share capital of the Issuer carrying more than 50% of the total number of votes that may be cast at a general meeting of the members of the Issuer;

"**Investment Grade Rating**" means a national scale rating of "**BBB-**" by GCR or its equivalent for the time being, or better;

"**Rating Downgrade**" shall, in relation to the Issuer and/or the Programme and/or any Notes, as the case may be, be deemed to have occurred in respect of a Change of Control if within the Change of Control Period the rating previously assigned to the Issuer and/or the Programme and/or such Notes, as the case may be, by the Rating Agency is -

- (i) withdrawn; or

- (ii) changed from an Investment Grade Rating to a non-Investment Grade Rating; or
- (iii) in the case of a non-Investment Grade Rating, downgraded by the Rating Agency by one or more Rating Notches; and

**"Rating Notch"** means the difference between one rating and the rating immediately below it, for example, from "BB+" to "BB" by the Rating Agency or such similar lower or equivalent Rating.

*REDEMPTION IN THE EVENT OF A FAILURE TO MAINTAIN JSE LISTING OR RATING*

The Issuer shall, for so long as listed Notes remain Outstanding -

- (i) ensure that those Notes remain listed on the Interest Rate Market of the JSE (the "**JSE Listing**"); and
- (ii) maintain a rating in respect of the Issuer, the Notes or the Programme, as the case may be.

If a breach of the above undertakings occurs, then the Issuer shall within three Business Days of such breach and in accordance with Condition 17, give notice (the "**Issuer Event Notice**") of such breach and the procedure for exercising the option set out below to the Noteholders.

Each Noteholder may within the period ending 15 Business Days of receipt of the Issuer Event Notice (the "**Election Period**"), require the Issuer to redeem its Notes on –

- (i) the Interest Payment Date immediately following the Election Period; or
- (ii) if the Election Period expires within a Books Closed Period, the next Interest Payment Date falling after the Interest Payment Date at the end of the Election Period,

by delivery to the Issuer of a notice (the "**Noteholder Redemption Notice**") in accordance with Condition 17.

The Issuer shall, in accordance with the above, redeem the Notes relevant to each Noteholder Redemption Notice at the Early Redemption Amount pursuant to the provisions of Condition 9.2 and/or Condition 12, as set out in Condition 9.5.

## **DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS**

At the date of this Applicable Pricing Supplement:

**55 Paragraph 3(5)(a)**

The ultimate borrower is the Issuer.

**56 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.

**57 Paragraph 3(5)(c)**

The auditor of the Issuer is PricewaterhouseCoopers Inc.

**58 Paragraph 3(5)(d)**

As at the date of this issue:

- (a) the Issuer currently has ZAR 4,762,300,000 Notes in issue (excluding Notes issued under this Applicable Pricing Supplement and any other Notes issued on the Issue Date); and
- (b) to the best of the Issuer's knowledge and belief, it is anticipated that the Issuer will issue ZAR 3,564,600,000 Notes during its current financial year (excluding the Notes issued under this Applicable Pricing Supplement and any other Notes issued on the Issue Date).

**59 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.

**60 Paragraph 3(5)(f)**

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

61 **Paragraph 3(5)(g)**

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

62 **Paragraph 3(5)(h)**

The proceeds to be raised through the issue of the Notes issued pursuant to this Applicable Pricing Supplement are to be used by the Issuer for general corporate purposes.

63 **Paragraph 3(5)(i)**

The Notes are unsecured.

64 **Paragraph 3(6)(j)**

PricewaterhouseCoopers Inc, the auditor of the Issuer, has confirmed that nothing has come to its attention to indicate that this issue of Notes issued under the Programme does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.

SIGNED at Cape Town this 24<sup>th</sup> day of May 2024.

For and on behalf of  
**BURSTONE GROUP LIMITED**

  
\_\_\_\_\_  
NAME: Jenna Sprenger

Capacity: CFO  
who warrants his/her authority hereto

  
\_\_\_\_\_  
NAME: Andrew Wooler

Capacity: CEO  
who warrants his/her authority hereto