

APPLICABLE PRICING SUPPLEMENT



REPUBLIC OF SOUTH AFRICA

through

THE RSA DOMESTIC SUKUK TRUSTEE (RF) PROPRIETARY LIMITED

(Registration Number 2023/671880/07)

(a company incorporated with limited liability in accordance with the laws of the Republic of South Africa)

as trustee of

THE RSA DOMESTIC SUKUK TRUST

(Master's Reference Number IT001644/2023(G))

(a trust established in accordance with the laws of the Republic of South Africa)

**Issue of ZAR8,866,000,000 Fixed Profit Rate Trust Certificates due 31 March 2031
under the Domestic Trust Certificate Issuance Programme**

Terms used herein shall be deemed to be defined as such for the purposes of the terms and conditions (the “**Conditions**”) set forth in the Programme Memorandum dated 21 November 2023 (the “**Programme Memorandum**”). This document constitutes the Applicable Pricing Supplement of the Trust Certificates described herein and must be read in conjunction with the 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. Full information on the Trustee, RSA and the offer of the Trust Certificates is only available on the basis of a combination of this Applicable Pricing Supplement and the Programme Memorandum. The Programme Memorandum is available for viewing during normal business hours at the Specified Office of the Trustee at TMF Building, 2 Conference Lane, Bridgewater One, Block 1, Bridgeways Precinct, Century City and copies may be obtained from that office.

PARTIES

1. Trustee, Trust, Issuer, Purchaser, Lessor and Principal: The RSA Domestic Sukuk Trustee (RF) Proprietary Limited in its capacity as the Trustee for the time being of The RSA Domestic Sukuk Trust

Specified Office:

TMF Building
2 Conference Lane
Bridgewater One
Block 1
Bridgeway Precinct

- Century City
7446
2. RSA, Seller, Lessee, Service Agent and Obligor: The Republic of South Africa (“**RSA**”), acting through the Minister of Finance and the Responsible Minister (acting with (if required by applicable law) the concurrence of the Minister of Finance

Responsible Minister: The Minister of Water and Sanitation of the Republic of South Africa
 3. Manager(s): Rand Merchant Bank, a division of FirstRand Bank Limited; and
The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
 4. Paying Agent: The South African Reserve Bank
Specified Office: 370 Helen Joseph Street, Pretoria, 0002
 5. Calculation Agent: National Treasury
Specified Office: 240 Madiba Street, Pretoria, 0002
 6. Transfer Agent: National Treasury
Specified Office: 240 Madiba Street, Pretoria, 0002
 7. Settlement Agent: The South African Reserve Bank
Specified Office: 370 Helen Joseph Street, Pretoria, 0002
 8. Issuer Agent: National Treasury
Specified Office: 240 Madiba Street, Pretoria, 0002
 9. JSE Debt Sponsor: One Capital Sponsor Services Proprietary Limited
Specified Office: 17 Fricker Road, Illovo, 2196

DESCRIPTION OF TRUST CERTIFICATES

10. Status of Trust Certificates: Senior Unsecured
11. Form of Trust Certificates: Listed Registered Trust Certificates
12. (a) Series Number: 2
(b) Tranche Number: 1
(c) Date on which the Trust Certificates will be consolidated and form a single Series: Not Applicable
13. Specified Currency: ZAR

14. Aggregate Face Amount of:
- (a) Series: ZAR8,866,000,000
- (b) Tranche: ZAR8,866,000,000
15. Periodic Distribution Amount Basis: Fixed Periodic Distribution basis
16. Issue Date: 29 November 2023
17. Face Amount of each Trust Certificate: ZAR1,000,000
18. Specified Denominations: ZAR1,000,000
19. Specified currency: ZAR
20. Issue Price: 100 per cent. of the Aggregate Face Amount
21. Return Accrual Commencement Date: Issue Date
22. Scheduled Dissolution Date: 31 March 2031
23. Dissolution Basis: Subject to any purchase and cancellation or early redemption, the Trust Certificates will be redeemed at 100 per cent. of the Aggregate Face Amount
24. Change of Periodic Distribution Basis: Not Applicable

PROVISIONS RELATING TO PERIODIC DISTRIBUTIONS PAYABLE

25. Fixed Periodic Distribution Provisions: Applicable
- (a) Profit Rate: 10.64 per cent. per annum payable semi-annually in arrear
- (b) Periodic Distribution Date(s): 31 March and 30 September in each year, up to and including the relevant Dissolution Date, subject to adjustment in accordance with the Business Day Convention set out in 25(i)
- (c) First Periodic Distribution Date: 31 March 2024
- (d) Return Accumulation Period: The period from (and including) a Periodic Distribution Date (or the Return Accrual Commencement Date) to (but excluding) the next (or first) Periodic Distribution Date; provided that the first Return Accumulation Period will commence on (and include) the Return Accrual Commencement Date and end on (but exclude) the First Periodic Distribution Date (each Periodic Distribution Date as adjusted in accordance with the Business Day Convention set out in 25(i))

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| (e) | Fixed Amount: | Not Applicable |
| (f) | Initial Broken Amount: | Not Applicable |
| (g) | Final Broken Amount: | Not Applicable |
| (h) | Day Count Fraction: | Actual/365 (Fixed) |
| (i) | Business Day Convention: | Following Business Day Convention |
| (j) | Other terms relating to the method of calculating Fixed Periodic Distributions: | Not Applicable |
26. Floating Periodic Distribution Provisions: Not Applicable

PROVISIONS RELATING TO DISSOLUTION

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| 27. | Optional Dissolution (Call): | Applicable |
| (a) | Optional Dissolution Amount (Call) of each Trust Certificate: | 100 per cent. of outstanding Face Amount |
| (b) | Optional Dissolution Date (Call): | Any Periodic Distribution Date |
| (c) | Redeemable in part: | Not Applicable |
| (d) | Maximum Optional Dissolution Amount (Call): | Not Applicable |
| (e) | Minimum Optional Dissolution Amount (Call): | Not Applicable |
28. Clean Up Right: Applicable
- Clean Up Dissolution Amount: 100 per cent. of outstanding Face Amount
29. Early Dissolution Amount (Tax): 100 per cent. of outstanding Face Amount
30. Total Loss Dissolution Amount: 100 per cent. of outstanding Face Amount
31. Scheduled Dissolution Amount: 100 per cent. of outstanding Face Amount
32. Dissolution Event Amount: 100 per cent. of outstanding Face Amount

PROVISIONS IN RESPECT OF THE RELEVANT SUB-TRUST ASSETS

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| 33. | Purchase Price of the Usufruct Rights in relation to the relevant Usufruct Assets: | ZAR8,866,000,000 |
| 34. | Lease Assets on the Issue Date: | As set out in schedule 1 (<i>The Lease Assets</i>) to the Supplemental Lease Agreement specified below |
| 35. | Rental Rate: | 10.64 per cent. per annum |
| 36. | Relevant Sub-Trust Assets: | Condition 7.1 (<i>The Relevant Sub-Trust Assets</i>) applies |
| 37. | Details of Transaction Account: | RSA Domestic Sukuk RS2031 - 80250025 |

38. Other Transaction Document Available on National Treasury's website via the Information: following link:

<https://investor.treasury.gov.za/Auction%20Information/Forms/AllItems.aspx?RootFolder=%2FAuction%20Information%2FTechnical%20information&FolderCTID=0x01200063A18B7D3C6F8049B5DA3C65F0DCE79E&View=%7b74AD58DF-A37B-4686-B839-618B7AC1674F%7d>

- (a) Supplemental Trust Deed: Supplemental Trust Deed dated on or around the Issue Date between the Trustee, RSA and the Representative
- (b) Supplemental Purchase Agreement: Supplemental Purchase Agreement dated on or around the Issue Date between the Trustee (in its capacities as Purchaser and Trustee) and RSA (in its capacity as Seller)
- (c) Supplemental Lease Agreement: Supplemental Lease Agreement dated on or around the Issue Date between the Lessor, the Lessee and the Representative
- (d) Supplemental Service Agency Agreement: Supplemental Service Agency Agreement dated on or around the Issue Date between the Principal and the Service Agent
- (e) Supplemental Purchase Undertaking: Supplemental Purchase Undertaking dated on or around the Issue Date executed by the Obligor
- (f) Supplemental Sale Undertaking: Supplemental Sale Undertaking dated on or around the Issue Date executed by the Trustee
- (g) Supplemental Substitution Undertaking: Supplemental Substitution and Purchase of Assets Undertaking dated on or around the Issue Date executed by the Trustee

OTHER TERMS

39. Other terms: Not Applicable

GENERAL PROVISIONS APPLICABLE TO THE TRUST CERTIFICATES

- 40. Financial Exchange: Interest Rate Market of the JSE
- 41. Additional Selling Restrictions: Not Applicable
- 42. ISIN: ZAG000201278
- 43. Stock Code: RS2031
- 44. Stabilisation Manager (if any): Not Applicable
- 45. Provisions relating to stabilisation: Not Applicable
- 46. Method of distribution: Dutch Auction

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| 47. Payment Business Day: | As specified in the Conditions |
| 48. Ratings assigned to RSA and Rating Agencies: | <ul style="list-style-type: none"> (i) Ba2 (stable) by Moody's Investors Service Inc., due for review in or around March 2024; (i) BB- (stable) by Fitch (Hong Kong) Limited, due for review in or around May 2024; and (ii) BB- (stable) by S&P Global Ratings, due for review in or around May 2024 |
| 49. Rating assigned to the Trustee / the Programme / this Tranche of Trust Certificates (if any): | Not Applicable |
| 50. Governing Law (if the laws of the Republic of South Africa are not applicable): | Not Applicable |
| 51. Last Day to Register: | By 5:00 pm on 20 March and 19 September (or if such day is not a Business Day, the Business Day immediately preceding each Books Closed Period) in each year until the Scheduled Dissolution Date, or if any early redemption occurs, 10 days prior to the actual Dissolution Date. |
| 52. Books Closed Period: | The Register will be closed from 21 to 30 March and from 20 to 29 September (all dates inclusive) in each year until the Scheduled Dissolution Date or if any early redemption occurs, the actual Dissolution Date. |
| 53. Aggregate outstanding Face Amount of all Trust Certificates in issue on the Issue Date of this Tranche: | ZAR20,386,000,000, including this Tranche of Trust Certificates and any other Tranche(s) of Trust Certificates to be issued on the Issue Date |

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 condition of the Trustee since the date of its incorporation.

RESPONSIBILITY

Each of the Trustee and RSA 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 Programme Memorandum as read together with this Applicable Pricing Supplement contains all information required by Applicable Laws and the JSE Debt Listings Requirements. In relation to itself, each of the Trustee and RSA accepts full responsibility for the accuracy of the information contained in or incorporated by reference in (see the section of the Programme Memorandum headed "*Documents Incorporated by Reference*") in, the Programme

Memorandum as read together with the annual financial statements and this Applicable Pricing Supplement and any amendments or any supplements to the aforementioned documents, except as otherwise stated therein or herein.

The JSE takes no responsibility for the contents of the Programme Memorandum or this Applicable Pricing Supplement (as amended or restated from time to time) or any document or information incorporated by reference (see the section of the Programme Memorandum headed “Documents Incorporated by Reference”) in the Programme Memorandum and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum or this Applicable Pricing Supplement or any document or information incorporated by reference (see the section of the Programme Memorandum headed “Documents Incorporated by Reference”) in the Programme Memorandum 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 Trust Certificates is not to be taken in any way as an indication of the merits of the Trustee, RSA or of the Trust Certificates and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

PROGRAMME AMOUNT


The maximum aggregate Face Amount of all Trust Certificates from time to time Outstanding under the Programme is not limited.

LISTING

Application is hereby made to list this issue of Trust Certificates on 29 November 2023.


Signed on behalf of **The RSA Domestic Sukuk Trustee (RF) Proprietary Limited in its capacity as the Trustee for the time being of The RSA Domestic Sukuk Trust**

Signed on behalf of **The Republic of South Africa**

DocuSigned by:

97B90976A7FC473...

By: Johann Voss
Duly authorised

By:
Duly authorised

DocuSigned by:

B8914537163F448...

By: Tumelo Matji
Duly authorised

By:
Duly authorised

24 November 2023

24 November 2023

Memorandum as read together with the annual financial statements and this Applicable Pricing Supplement and any amendments or any supplements to the aforementioned documents, except as otherwise stated therein or herein.

The JSE takes no responsibility for the contents of the Programme Memorandum or this Applicable Pricing Supplement (as amended or restated from time to time) or any document or information incorporated by reference (see the section of the Programme Memorandum headed “*Documents Incorporated by Reference*”) in the Programme Memorandum and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of the Programme Memorandum or this Applicable Pricing Supplement or any document or information incorporated by reference (see the section of the Programme Memorandum headed “*Documents Incorporated by Reference*”) in the Programme Memorandum 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 Trust Certificates is not to be taken in any way as an indication of the merits of the Trustee, RSA or of the Trust Certificates and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

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Signed on behalf of **The RSA Domestic Sukuk Trustee (RF) Proprietary Limited in its capacity as the Trustee for the time being of The RSA Domestic Sukuk Trust**

Signed on behalf of **The Republic of South Africa**

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By:
Duly authorised


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By: Terry Bomela-Msomi
Duly authorised

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By:
Duly authorised


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By: Wanga Cibi
Duly authorised

24 November 2023

24 November 2023