AMENDED AND RESTATED APPLICABLE PRICING SUPPLEMENT

ATTACQ TREASURY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number ~~1997/000543/06~~[●])

Unconditionally and irrevocably guaranteed by

ATTACQ LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 1997/000543/06)

and

ATTACQ WATERFALL INVESTMENT COMPANY PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2000/013587/07)

and

ATTACQ RETAIL FUND PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2008/021582/07)

and

LYNNWOOD BRIDGE OFFICE PARK PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2005/024830/07)

Issue of ZAR410,000,000 Senior Unsecured Floating Rate Notes due 25 October 2029

Under its ZAR5,000,000,000 Domestic Medium Term Note Programme

This amended and restated Applicable Pricing Supplement (the **Applicable Pricing Supplement**) must be read in conjunction with the amended and restated Programme Memorandum, dated ~~7 October 2024~~[●] 2025, prepared by Attacq Treasury Limited in connection with the Attacq Treasury Limited ZAR5,000,000,000 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	Attacq Treasury Limited
	Registered Office	Nexus 1 Ground Floor 44 Magwa Crescent Waterfall City, 2090 South Africa
2.	Guarantors	(a) Attacq Limited

		Nexus 1 Ground Floor 44 Magwa Crescent Waterfall City, 2090, South Africa
		(b) ~~(a)~~ Attacq Waterfall Investment Company Proprietary Limited
	Registered office	Nexus 1 Ground Floor 44 Magwa Crescent Waterfall City, 2090 South Africa
		(c) ~~(b)~~ Attacq Retail Fund Proprietary Limited
	Registered office	Nexus 1 Ground Floor 44 Magwa Crescent Waterfall City, 2090 South Africa
		(d) ~~(c)~~ Lynnwood Bridge Office Park Proprietary Limited
	Registered office	Nexus 1 Ground Floor 44 Magwa Crescent Waterfall City, 2090 South Africa
3.	Dealer	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking division
	Specified Address	135 Rivonia Road, Sandton, 2196, South Africa
4.	Managers	N/A
	Specified Address	N/A
5.	Paying Agent	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking Division
	Specified Address	135 Rivonia Road Sandton, 2196, South Africa
6.	Calculation Agent	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking division
	Specified Address	135 Rivonia Road, Sandton, 2196, South Africa
7.	Transfer Agent	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking division
	Specified Address	135 Rivonia Road, Sandton, 2196, South Africa
8.	Issuer Agent	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking division
	Specified Address	135 Rivonia Road, Sandton, 2196, South Africa
9.	Settlement Agent	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking division
	Specified Address	135 Rivonia Road, Sandton, 2196, South Africa
10.	Debt Sponsor	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking division
	Specified Address	135 Rivonia Road, Sandton, 2196, South Africa
PROVISIONS RELATING TO THE NOTES		
11.	Status of Notes	Senior
		Unsecured
12.	Form of Notes	The Notes in this Tranche are listed Notes, issued in uncertificated form and held by the CSD

13.	Series Number	2
14.	Tranche Number	1
15.	Aggregate Nominal Amount:	
	(a) Series	ZAR410,000,000
	(b) Tranche	ZAR410,000,000
16.	Interest	Interest-bearing
17.	Interest Payment Basis	Floating Rate
18.	Interest Payment Date(s)	25 January, 25 April, 25 July and 25 October of each calendar year during the period commencing on 25 October 2024 and ending on the Redemption Date, each such day being subject to adjustment in accordance with the Applicable Business Day Convention
19.	Interest Period(s)	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) the following Interest Payment Date
20.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	N/A
21.	Issue Date	25 October 2024
22.	Nominal Amount per Note	ZAR1,000,000
23.	Specified Denomination	ZAR1,000,000
24.	Specified Currency	ZAR
25.	Issue Price	100 percent
26.	Interest Commencement Date	25 October 2024
27.	Maturity Date	25 October2029
28.	Applicable Business Day Convention	Following Business Day
29.	Final Redemption Amount	100 percent of Nominal Amount
30.	Last Day to Register	By 17h00 on 14 January, 14 April, 14 July and 14 October, in each year until the Maturity Date or if such day is not a Business Day, the Business Day before each Books Closed Period
31.	Books Closed Period(s)	The Register will be closed from 15 January to 24 January, 15 April to 24 April, 15 July to 24 July and from 15 October to 24 October (all dates inclusive) in each year until the Maturity Date or if any early redemption occurs, 10 Days prior to the actual Redemption Date.
32.	Default Rate	Margin + 2%
FIXED RATE NOTES		N/A
FLOATING RATE NOTES		
33.	(a) Floating Interest Payment Date(s)	25 January, 25 April, 25 July and 25 October, 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 with the first Interest Payment Date being 25 January 2025, 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)
	(b) Interest Period(s)	From and including the applicable Floating Interest Payment Date and ending on but excluding the following Floating Interest Payment Date, the first Interest Period commencing on and including the Interest Commencement Date and ending on the day before the next Floating Interest Payment Date (each Floating Interest Payment Date as adjusted in accordance with the Applicable Business Day Convention as specified in this Applicable Pricing Supplement)
	(c) Definition of Business Day (if different from that set out in Condition 1 (*Interpretation*))	N/A
	(d) Minimum rate of interest	N/A
	(e) Maximum Rate of Interest	N/A
	(f) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	N/A
34.	Rate of Interest and the manner in which the Rate of Interest is to be determined	Screen Rate Determination (Reference Rate plus Margin)
35.	Margin	141 basis points to be added to the Reference Rate
36.	If ISDA Determination:	
	(a) Floating Rate	N/A
	(b) Floating Rate Option	N/A
	(c) Designated Maturity	N/A
	(d) Reset Date(s)	N/A
	(e) ISDA Definitions to apply	N/A
37.	If Screen Rate Determination:	
	(a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	3 Month JIBAR
	(b) Interest Rate Determination Date(s)	25 January, 25 April, 25 July and 25 October (or the first Business Day of each Interest Period) of each year until the Maturity Date, subject to the Applicable Business Day Convention, with the first Interest Determination Date being 22 October 2024
	(c) Relevant Screen Page and	Safex Page: 0#SFXMM

Reference Code	
38. If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for determining Rate of Interest/Margin/ Fallback provisions	N/A
39. Calculation Agent responsible for calculating amount of principal and interest	Nedbank Limited, acting through its Nedbank Corporate and Investment Banking division
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~~11.3 (*Redemption at the Option of the Issuer*):	No
If yes:	
(a) Optional Redemption Date(s)	N/A
(b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)	N/A
(c) Minimum period of notice (if different from Condition ~~10.3~~11.3 (*Redemption at the Option of the Issuer*))	N/A
(d) If redeemable in part:	N/A
Minimum Redemption Amount(s)	N/A
Higher Redemption Amount(s)	N/A
(e) Other terms applicable on Redemption	N/A
41. Redemption at the Option of the Senior Noteholders pursuant to Condition ~~10.4~~11.4 (*Redemption at the Option of the Senior Noteholders)*:	No
if yes:	
(a) Optional Redemption Date(s)	N/A
(b) Optional Redemption Amount(s)	N/A
(c) Minimum period of notice (if different from Condition ~~10.4~~11.4 (*Redemption*	N/A

	at the Option of the Senior Noteholders))	
(d)	If redeemable in part:	N/A
(e)	Minimum Redemption Amount(s)	N/A
(f)	Higher Redemption Amount(s)	N/A
(g)	Other terms applicable on Redemption	N/A
(h)	Attach *pro forma* put notice(s)	
42.	Redemption in the event of a Change of Control at the election of Noteholders pursuant to Condition ~~10.5~~11.5 (*Redemption in the event of a Change of Control*) or any other terms applicable to a Change of Control	Yes
43.	Redemption following the disposal of all or a greater part of the Issuer's or Attacq's business, assets or undertaking pursuant to Condition ~~10.6~~11.6 (*Redemption following the disposal of all or a greater part of the Issuer's or Attacq's business, assets or undertaking*)	Yes
44.	Redemption in the event of a failure to maintain JSE Interest Rate Market Listing and Rating at the election of the Noteholders pursuant to Condition ~~10.7~~11.7 (*Redemption in the event of a failure to maintain JSE Interest Rate Market Listing and Rating*)	Yes
45.	Redemption in the event of a breach of Financial Covenant pursuant to Condition ~~10.8~~11.8 (*Redemption in the event of a breach of Financial Covenant*)	Yes
46.	Early Redemption Amount(s) payable on redemption for taxation reasons, at the option of the Issuer in terms of Condition ~~10.3~~11.3 (*Redemption at the Option of the Issuer*) at the option of the Noteholders in terms of Condition ~~10.4~~11.4 (*Redemption at the Option of the Senior Noteholders*), in the event of a Change of Control in terms of Condition ~~10.5~~11.5 (*Redemption in the event of a Change of Control*), Condition ~~10.6~~11.6 (*Redemption following the disposal of all or a greater part of the Issuer's or Attacq's business, assets or undertaking*), Condition ~~10.7~~11.7 (*Redemption in the event of a failure to maintain JSE Interest Rate Market Listing and Rating*), Condition ~~10.8~~11.8 (*Redemption in the event of*	No

	a breach of Financial Covenant), Condition ~~10.9~~11.9 (*Clean-Up Call Option*), or on Event of Default in terms of Condition ~~17~~18 (*Events of Default*) (if required or if different from that set out in the relevant Conditions).	
	If yes:	
(a)	Amount payable; or	N/A
(b)	Method of calculation of amount payable	N/A

GENERAL

47.	Financial Exchange	JSE (Interest Rate Market)
48.	Additional selling restrictions	N/A
49.	International Securities Identification Numbering (**ISIN**).	ZAG000209743
50.	Stock Code	ATQ02
51.	Stabilising Manager	N/A
52.	Provisions relating to stabilisation	N/A
53.	Method of distribution	Dutch Auction (no feedback)
54.	Rating assigned to the Issuer	National Scale Long Term: A+(za) and A1(za) assigned on 20 August 2024
55.	Applicable Rating Agency	Global Credit Rating Company (GCR)
56.	Governing law (if the laws of South Africa are not applicable)	N/A
57.	Total nominal value of the Notes in Issue as at the Issue Date	ZAR0
58.	Other provisions	N/A

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

59. Paragraph3(5)(a)

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

60. Paragraph3(5)(b)

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

61. Paragraph3(5)(c)

The auditor of the Issuer is Ernst & Young Incorporated.

62. Paragraph3(5)(d)

As at the Issue Date:

(i) the Issuer has not issued any Commercial Paper (as defined in the Commercial Paper Regulations) (exclusive of this issue of Notes and any other Notes to be issued on the same Issue Date); and

(ii) the Issuer estimates that it may issue ZAR500,000,000, (exclusive of this issue of Notes and any other Notes to be issued on the same Issue Date) of additional Commercial Paper during the remainder of the current financial year, ending 30 June 2025.

63. 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.

64. Paragraph 3(5)(f)

As at the date of this Applicable Pricing Supplement, there has been no material adverse change in the Issuer's financial position since the date of its last audited financial statements.

65. ~~Paragraph3~~Paragraph 3(5)(g)

The Notes issued will be listed.

66. ~~Paragraph3~~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.

67. ~~Paragraph3~~Paragraph 3(5)(i)

The obligations of the Issuer in respect of the Notes are unsecured, however guaranteed by the Guarantors.

68. Paragraph 3(5)(j)

Ernst & Young Incorporated, the statutory auditor of the Issuer, have confirmed nothing has come to their 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.

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, that all reasonable enquiries to ascertain such facts have been made and that the Programme Memorandum together with this Applicable Pricing Supplement contains all information required by law and the ~~Debt~~DSS Listings Requirements of the JSE. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement and all documents incorporated by reference (see the section of the Programme Memorandum headed "*Documents Incorporated by Reference*"), except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Programme Memorandum read with this Applicable Pricing Supplement, the integrated annual reports, which include the annual financial statements, 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 Programme Memorandum read with this Applicable Pricing Supplement, the integrated annual reports, which include the annual financial statements, 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 Programme Memorandum and listing of the Notes is not to 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.

Programme Amount:

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised Programme Amount of ZAR5,000,000,000 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 and its Subsidiaries since the date of the Issuer's latest published audited financial statements. As at the date of this Applicable Pricing Supplement, there has been no involvement by Ernst & Young Incorporated in making the aforementioned statement.

Listing:

Application is hereby made to list this issue of Notes on 25 October 2024.

SIGNED at _____ on this _____ day of _____2024

For and on behalf of
ATTACQ TREASURY LIMITED

_____	_____
Name:	Name:
Capacity: Director	Capacity: Director
Who warrants his/her authority hereto	Who warrants his/her authority hereto

Summary report: **Litera Compare for Word 11.3.1.3 Document comparison done on 11/12/2025 15:19:20**	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original filename: Attacq Applicable Pricing Supplement (ATQ02)_Execution (6).docx	
Modified filename: Amended and Restated Attacq Applicable Pricing Supplement (ATQ02) (2).docx	
Changes:	
Add	47
~~Delete~~	27
~~Move From~~	0
Move To	0
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	74