

Mr Mmusi A Maimane, MP
90 Plein Street
CAPE TOWN
8001

Dear Mr Maimane

Reference: PAIA 003 Man

Request for access to records in terms of the Promotion of Access to Information Act 2 of 2000 ("the Act")

1. We refer to your request for access to information regarding the terms and conditions pertaining to the loan Eskom secured from the Chinese Development Bank (CDB) in July 2018, specifically:
 - a. Interest rates agreed to
 - b. Repayment terms
 - c. Guarantees
 - d. Total amount payable
 - e. Loan amount
 - f. Total interest charged
 - g. Annual percentage rate.

2. Eskom has decided to grant the request partially. The following records are made available (see Annexure A):
 - b. Repayment terms
 - c. Guarantees
 - e. Loan amount

The applicable Government guarantee arrangement is available on Eskom's website at <http://www.eskom.co.za/OurCompany/Investors/GovernmentGuarantees/Documents/upload/Amended-and-Restated-Guarantee-Framework-Agreement.pdf>

3. Eskom wishes not to disclose parts (a), (d), (f) and (g) on the grounds set out in sections 36(1)(b) and (c), 37(1)(a) and 42(3)(b) and (c) of the Act.

4. Eskom's reliance on these sections of refusal is the following:
 - a. In agreement with the representation from CDB in terms of section 48 of

the Act that publication of these specific parts would put them at a disadvantage in contractual or other negotiations as well as prejudice them in commercial competition taking into consideration their business profile (section 36(1)(c)).

- b. It also contains financial information, the disclosure of which would be likely cause harm to the commercial and/or financial interests of CDB (section 36(1)(b)).
 - c. It is also mandatory to refuse a request for access to a record if the disclosure of the record would constitute grounds for an action for breach of a duty of confidence owed to CDB in terms of the agreement (section 37(1)(a)).
 - d. Publication of these parts will also have a detrimental effect on Eskom as the public body needs continuous funding to operate in the national interest. The Act makes provision for refusal when disclosure could reasonably be expected to put a public body at a disadvantage in contractual or other negotiations (section 42(3)(c)(i)).
 - e. It further contains financial information, the disclosure of which would be likely cause harm to the commercial and/or financial interests of Eskom (section 42((3)(b)).
5. In an instance where you are not satisfied with the contents of this letter, kindly be advised that the Act provides you with recourse.
6. We trust that you find the above to be in order.

Yours sincerely



Eddie Laubscher
INFORMATION OFFICER (DELEGATE)
Date: 10 October 2018

DATED _____ 2018

ESKOM HOLDINGS SOC LTD
ARRANGED BY
CHINA DEVELOPMENT BANK
ACTING AS ARRANGER
AND
CHINA DEVELOPMENT BANK
ACTING AS AGENT

US\$2,500,000,000 TERM FACILITY AGREEMENT

"Final Maturity Date" means the date falling one hundred and eighty (180) Months after the Financial Closing Date.

"First Repayment Date" means the Interest Payment Date falling immediately after the date that is sixty (60) Months after the Financial Closing Date.

"Interest Payment Date" means each 12th March and 12th September falling after the Utilisation Date and on or prior to the Final Maturity Date.