



HOSPITALITY PROPERTY FUND LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2005/014211/06)

ZAR10,000,000,000 Domestic Medium Term Note Programme

On 28 March 2013, Hospitality Property Fund Limited (the **Issuer**) established a ZAR2,000,000,000 Domestic Medium Term Note Programme (the **Programme**) pursuant to a programme memorandum dated 28 March 2013, which was subsequently amended and restated on 28 April 2017 (together, the **Previous Programme Memoranda**). This amended and restated programme memorandum (the **Programme Memorandum**) will apply to all Notes (as defined herein) issued under the Programme on or after the Programme Date (as defined herein) and will in respect of such Notes, supersede and replace the Previous Programme Memoranda in their entirety.

Under this Programme (as defined herein), the Issuer may from time to time issue notes (the **Notes**), which expression shall include Senior Notes and Subordinated Notes (each as defined herein) denominated in any currency agreed by the Issuer and the relevant Dealer(s) (as defined herein) and further subject to all Applicable Laws (as defined herein) and, in the case of Notes listed on the Interest Rate Market of the JSE (as defined herein) or such other Financial Exchange(s) (as defined herein) as may be determined by the Issuer and the relevant authority, the Debt Listings Requirements (as defined herein) of the JSE Limited (the **JSE**) or such other Financial Exchange(s), that are subject to the terms and conditions (the **Terms and Conditions**) contained in this Programme Memorandum. Any other terms and conditions not contained in the Terms and Conditions that are applicable to any Notes, replacing or modifying the Terms and Conditions, will be set forth in a pricing supplement (the **Applicable Pricing Supplement**).

Capitalised terms used in this Programme Memorandum are defined in the section of this Programme Memorandum headed "*Terms and Conditions of the Notes*", unless separately defined, and/or in relation to a Tranche of Notes, in the Applicable Pricing Supplement.

As at the Programme Date, the Programme Amount is ZAR10,000,000,000. This Programme Memorandum will apply to the Notes issued under the Programme (including Notes issued and still Outstanding under the Programme pursuant to the Previous Programme Memoranda) in an aggregate Outstanding Nominal Amount which will not exceed ZAR10,000,000,000 (or its equivalent in other currencies) (including Notes issued under the Programme pursuant to the Previous Programme Memoranda) unless such amount is increased by the Issuer pursuant to the section of this Programme Memorandum headed "*General Description of the Programme*".

The Notes may comprise, without limitation, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes and/or such combination of the foregoing Notes and/or such other type of Notes as may be determined by the Issuer and the relevant Dealer(s) and specified in the Applicable Pricing Supplement. Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement.

This Programme Memorandum has been registered by the JSE. A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer, subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme but will not be regulated by the JSE. Claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE in accordance with the rules of the JSE Debt Guarantee Fund Trust. The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the JSE Debt Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE. A copy of the Applicable Pricing Supplement relating to a Tranche of Notes which is to be listed on the Interest Rate Market of the JSE will be delivered to the JSE and the CSD, before the Issue Date, and the Notes in that Tranche may be traded by or through members of the JSE from the date specified in the Applicable Pricing Supplement, in accordance with the Applicable Procedures. The settlement of trades on the JSE will take place in accordance with the electronic settlement procedures of the JSE and the CSD for all trades done through the JSE. The placement of a Tranche of unlisted Notes may (at the sole discretion of the Issuer) be reported through the JSE reporting system, in which event the settlement of trades in such Notes will take place in accordance with the electronic settlement procedures of the JSE and the CSD for all trades done through the JSE. The settlement and redemption procedures for a Tranche of Notes listed on any Financial Exchange (other than or in addition to the JSE) will be specified in the Applicable Pricing Supplement.

The Notes may be issued on a continuing basis and be placed by one or more of the Dealer(s) specified under the section headed "*Summary of the Programme*" and any additional Dealer(s) appointed under the Programme from time to time by the Issuer, which appointment may be for a specific issue or on an ongoing basis. References in this Programme Memorandum to the "**relevant Dealer**" shall, in the case of Notes being (or intended to be) placed by more than one Dealer, be to all Dealers agreeing to place such Notes.

As at the Programme Date the Issuer is rated. The Programme is not rated but may after the Programme Date be rated by a Rating Agency on a national or international scale basis. A Tranche of Notes may also, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. Unrated Tranches of Notes may also be issued. The Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, as well as the Rating Agency(ies) which assigned such Rating(s), will be specified in the Applicable Pricing Supplement.

Arranger
Hospitality Property Fund Limited
Dealers
Rand Merchant Bank,
a division of FirstRand Bank Limited
The Standard Bank of South Africa Limited,
acting through its Corporate and Investment Banking division
Nedbank Limited,
acting through its Corporate and Investment Banking division
JSE Debt Sponsor
Rand Merchant Bank,
a division of FirstRand Bank Limited

GENERAL

Capitalised terms used in this section headed "General" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from this Programme Memorandum which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made as well as that this Programme Memorandum contains all information required by law and the Debt Listings Requirements of the JSE. The Issuer accepts full responsibility for the accuracy of the information contained in this Programme Memorandum and the annual financial statements, the annual reports and the Applicable Pricing Supplement(s) of the Issuer by reference and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of this Programme Memorandum, the annual financial statements, the annual reports and the Applicable Pricing Supplement(s) of the Issuer and any amendments or supplements to the aforementioned documents. The JSE makes no representation as to the accuracy or completeness of this Programme Memorandum, the annual financial statements, the annual reports and the Applicable Pricing Supplement(s) of the Issuer and any amendments or supplements to the aforementioned documents and the JSE 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 this 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.

The Issuer, having made all reasonable enquiries, confirms that this Programme Memorandum 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 this Programme Memorandum is true and accurate in all material respects and is not misleading, that the opinions and the intentions expressed in this Programme Memorandum are honestly held and that there are no other facts, the omission of which would make this Programme Memorandum or any of such information or expression of any such opinions or intentions misleading in any material respect.

This Programme Memorandum is to be read and construed with any amendment or supplement thereto and in conjunction with any other documents which are deemed to be incorporated herein by reference (see the section of this Programme Memorandum headed "*Documents Incorporated by Reference*") and, in relation to any Tranche (as defined herein) of Notes, should be read and construed together with the Applicable Pricing Supplement. This Programme Memorandum shall be read and construed on the basis that such documents are incorporated into and form part of this Programme Memorandum.

The Arranger, the Dealer(s), the JSE Debt Sponsor or any of their respective subsidiary or holding companies or a subsidiary of their holding company (**Affiliates**), other professional advisers named herein and the JSE have not separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Arranger, the Dealer(s), the JSE Debt Sponsor nor any of their Affiliates or other professional advisers as to the accuracy or completeness of the information contained in this Programme Memorandum or any other information provided by the Issuer. The Arranger, the Dealer(s), the JSE Debt Sponsor, any of their Affiliates and other professional advisers do not accept any liability in relation to the information contained in this Programme Memorandum or any other information provided by the Issuer in connection with the Programme.

No Person has been authorised by the Issuer to give any information or to make any representation not contained in or inconsistent with this Programme Memorandum or any other document entered into in relation to the Programme or any other information supplied by the Issuer in connection with the Programme and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor nor any of their Affiliates or other professional advisers.

Neither this Programme Memorandum nor any other information supplied in connection with the Programme is intended to provide a basis for any credit or other evaluation, or should be considered as a recommendation by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, any of their Affiliates and other professional advisers that any recipient of this Programme Memorandum or any other information supplied in connection with the Programme should subscribe for, or purchase, any

Notes.

Each Person contemplating the subscription for, or purchase of, any Notes should determine for itself the relevance of the information contained in this Programme Memorandum and should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer and its subscription for, or purchase of, Notes should be based upon any such investigation as it deems necessary. Neither this Programme Memorandum nor any Applicable Pricing Supplement nor any other information supplied in connection with the Programme constitutes an offer or invitation by or on behalf of the Issuer, the Arranger, or any of the Dealers, the JSE Debt Sponsor, any of their Affiliates or other professional advisers to any Person to subscribe for or to purchase any Notes.

Neither the delivery of this Programme Memorandum nor any Applicable Pricing Supplement nor the offering, sale or delivery of any Note shall at any time imply that the information contained herein is correct at any time subsequent to the date hereof, or that any other financial statements or other information supplied in connection with the Programme is correct at any time subsequent to the date indicated in the document containing the same. The Arranger, the Dealer(s), the JSE Debt Sponsor, any of their Affiliates and other professional advisers expressly do not undertake to review the financial condition or affairs of the Issuer during the life of the Programme. Investors should review, *inter alia*, the most recent financial statements, if any, of the Issuer, when deciding whether or not to subscribe for, or purchase, any Notes.

Neither this Programme Memorandum nor any Applicable Pricing Supplement constitutes an offer to sell or the solicitation of an offer to buy or an invitation to subscribe for or purchase any Notes. The distribution of this Programme Memorandum and any Applicable Pricing Supplement and the issue, sale or offer of Notes may be restricted by law in certain jurisdictions. Persons into whose possession this Programme Memorandum or any Applicable Pricing Supplement or any Notes come are required by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, any of their Affiliates and other professional advisers to inform themselves about, and observe any such restrictions. For a description of certain restrictions on offers, sales and deliveries of Notes and on the distribution of this Programme Memorandum or any Applicable Pricing Supplement and other offering materially relating to the Notes, see the section headed "*Subscription and Sale*".

None of the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, any of their Affiliates nor other professional advisers represents that this Programme Memorandum may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assumes any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Arranger, the Dealer(s), the JSE Debt Sponsor, any of their Affiliates or other professional advisers which would permit a public offering of any Notes or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Programme Memorandum nor any advertisement nor other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any Applicable Laws and regulations. The Dealer(s) has represented that all offers and sales by it will be made on the same terms.

The Notes have not been and will not be registered under the United States Securities Act of 1933 (as amended) (the "Securities Act"). Notes may not be offered, sold or delivered within the United States or to U.S. Persons except in accordance with Regulation S under the Securities Act. In addition, there are restrictions on the distribution of this Programme Memorandum in South Africa, the European Union and the United Kingdom. For a more complete description of certain restriction on the offering, sale and delivery of Notes and distribution of this Programme Memorandum, see the section of this Programme Memorandum headed "*Subscription and Sale*" below.

In connection with the issue and distribution of any Tranche of Notes under the Programme, the relevant Dealer(s), if any, that is specified in the Applicable Pricing Supplement as the Stabilising Manager (or any Person acting for the Stabilising Manager) may, if specified in that Applicable Pricing Supplement and only if such stabilising is permitted by the Debt Listings Requirements of the JSE and approved by the JSE, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited

period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

The price/yield and amount of a Tranche of Notes to be issued under the Programme will be determined by the Issuer and the relevant Dealer(s) at the time of issue in accordance with prevailing market conditions.

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DOCUMENTS INCORPORATED BY REFERENCE

Capitalised terms used in this section headed "Documents Incorporated by Reference" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The following documents shall be deemed to be incorporated in, and to form part of, this Programme Memorandum:

- (a) all amendments, restatements and/or supplements to this Programme Memorandum prepared by the Issuer from time to time;
- (b) as at the Programme Date, the published consolidated audited annual financial statements together with reports, and notes thereto, of the Issuer for the three financial years ended 30 June 2016, 31 March 2017 and 31 March 2018 and in respect of any issue of Notes after the Programme Date, the published consolidated audited annual financial statements, and notes thereto, of the Issuer in respect of further financial years, as and when such published consolidated audited financial statements become available;
- (c) as at the Programme Date, the published Integrated Annual Report (incorporating the Issuer's audited annual financial statements, together with reports and the notes thereto) of the Issuer and attached to or intended to be read with such financial statements of the Issuer for the three financial years ended 30 June 2016, 31 March 2017 and 31 March 2018 and in respect of any issue of Notes after the Programme Date, the published Integrated Annual Reports (incorporating the Issuer's audited annual financial statements, together with reports and the notes thereto) of the Issuer in respect of further financial years, as and when such published Integrated Annual Report becomes available;
- (d) as at the Programme Date, the unaudited interim financial statements of the Issuer, together with such statements, reports and notes attached to or intended to be read with such unaudited interim financial statements, for the period ended 30 September 2017, and the unaudited interim financial statements of the Issuer in respect of further financial periods, as and when such unaudited interim financial statements become available;
- (e) each Applicable Pricing Supplement relating to any Tranche of Notes issued under the Programme;
- (f) the corporate governance report of the Issuer setting out, *inter alia*, the application by the Issuer of the King Code on Corporate Governance in South Africa 2016 (the **Corporate Governance Report**) and
- (g) all information pertaining to the Issuer which is relevant to the Programme and/or this Programme Memorandum which will be electronically submitted through the Stock Exchange News Service (**SENS**) or similar service established by the JSE, to SENS subscribers, if required,

save that any statement contained in this Programme Memorandum or in any of the documents incorporated by reference in and forming part of this Programme Memorandum shall be deemed to be modified or superseded for the purpose of this Programme Memorandum to the extent that a statement contained in any document subsequently incorporated by reference modifies or supersedes such earlier statement (whether expressly, by implication or otherwise).

The Issuer will, for as long as the Programme Memorandum remains registered with the JSE, provide at its registered office as set out at the end of this Programme Memorandum, without charge, to any Person, upon request of such Person, a copy of all of the documents which are incorporated herein by reference, unless such documents have been modified or superseded, in which case the modified or superseding documentation will be provided, including the most recently obtained beneficial disclosure report made available by the Participant to the CSD. Requests for such documents should be directed to the Issuer at its registered office as set out at the end of this Programme Memorandum. In addition, the constitutive documents of the Issuer will be available at the registered office of the Issuer as set out at the end of this Programme Memorandum.

This Programme Memorandum, any amendments and/or supplements thereto, the Applicable Pricing Supplements relating to any issue of listed Notes, the published consolidated audited annual financial statements of the Issuer, the interim financial statements of the Issuer and the Corporate Governance Report are also available on the Issuer's website at www.hpf.co.za. In addition, this Programme Memorandum, any amendments and/or supplements thereto and the Applicable Pricing Supplements

relating to any issue of listed Notes will be filed with the JSE which will publish such documents on its website at <http://www.jse.co.za>. This Programme Memorandum does not constitute an offer or invitation by or on behalf of the Issuer, the Arranger and the Dealer(s) or their Affiliates, the JSE Debt Sponsor or any other professional advisors to any Person in any jurisdiction to subscribe for or purchase any Notes.

The Issuer will, for so long as any Note remains Outstanding and listed on the Interest Rate Market of the JSE, publish a new Programme Memorandum or a supplement to this Programme Memorandum, as the case may be, if:

- i. a change in the condition (financial or trading position) of the Issuer has occurred which is material in the context of the Notes so listed and the Issuer's payment obligations thereunder; or
- ii. an event has occurred which affects any matter contained in this Programme Memorandum, the disclosure of which would reasonably be required by Noteholders and/or potential investors in the Notes; or
- iii. any of the information contained in this Programme Memorandum becomes outdated in a material respect; or
- iv. this Programme Memorandum no longer contains all the materially correct information required by the Applicable Procedures,

provided that, in the circumstances set out in paragraphs (iii) and (iv) above, no new Programme Memorandum or supplement to this Programme Memorandum, as the case may be, is required in respect of the Issuer's audited annual financial statements if such audited annual financial statements are incorporated by reference into this Programme Memorandum and such audited annual financial statements are published, as required by the Companies Act.

GENERAL DESCRIPTION OF THE PROGRAMME

Capitalised terms used in this section headed “General Description of the Programme” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The Issuer may from time to time issue one or more Tranches of Notes under the Programme, pursuant to this Programme Memorandum, provided that the aggregate Outstanding Nominal Amount of all of the Notes issued under the Programme (including Notes issued and still Outstanding under the Programme pursuant to the Previous Programme Memoranda) from time to time does not exceed the Programme Amount.

A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer, subject to Applicable Laws. Unlisted Notes may also be issued under the Programme. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange. If the Issuer issues a Tranche of unlisted Notes or a Tranche of Notes is listed on any Financial Exchange other than (or in addition to) the JSE, the Issuer will, by no later than the last Day of the month of issue of that Tranche of Notes, inform the JSE in writing of the aggregate Nominal Amount and the Maturity Date (if any) of that Tranche of Notes.

This Programme Memorandum and any supplement thereto will only be valid for the issue of Notes in an aggregate Nominal Amount which, when added to the aggregate Nominal Amount then Outstanding of all the Notes previously or simultaneously issued under the Programme, (including Notes issued and still Outstanding under the Programme pursuant to the Previous Programme Memoranda) does not exceed ZAR10,000,000,000 or its equivalent in other currencies. For the purpose of calculating the South African Rand equivalent of the aggregate Nominal Amount of the Notes issued under the Programme from time to time, the South African Rand equivalent of the Notes denominated in another Specified Currency (as specified in the Applicable Pricing Supplement) shall be determined as of the date of agreement to issue such Notes (the **Agreement Date**) on the basis of the spot rate for the sale of the South African Rand against the purchase of such Specified Currency in the South African foreign exchange market quoted by any leading bank selected by the Issuer on the Agreement Date (the **Conversion Rate**) and in respect of:

- (a) Zero Coupon Notes and other Notes, the Conversion Rate shall be applied to the net subscription proceeds received by the Issuer for the relevant issue; and
- (b) Partly-Paid Notes and Index-Linked Notes, the Conversion Rate shall be applied to the Nominal Amount regardless of the amount paid up on such Notes.

From time to time the Issuer may wish to increase the Programme Amount. Subject to the Applicable Procedures, all Applicable Laws and the Programme Agreement (as defined in the section headed “*Subscription and Sale*”), the Issuer may, without the consent of Noteholders, increase the Programme Amount by delivering a notice thereof to the Noteholders in accordance with Condition 18 (*Notices*) of the Terms and Conditions, and to the Arranger, the Dealer(s), the JSE and the CSD. Upon such notice being given to the Noteholders and the conditions set out in the Programme Agreement to exercise this right having been met, all references in this Programme Memorandum (and each agreement, deed or document relating to the Programme and/or this Programme Memorandum) to the Programme Amount will be, and will be deemed to be, references to the increased Programme Amount set out in such notice.

This Programme Memorandum will apply to all Outstanding Notes issued under the Programme on or after the Programme Date.

A summary of the Programme and the Terms and Conditions appears below.

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Programme Memorandum and, in relation to the Terms and Conditions of any particular Tranche of Notes, the Applicable Pricing Supplement. Words and expressions defined in the Terms and Conditions shall have the same meanings in this summary.

PARTIES

Issuer	Hospitality Property Fund Limited (registration number 2005/014211/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa on 10 May 2005.
Arranger	Hospitality Property Fund Limited (registration number 2005/014211/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa.
Dealer(s)	<p>Rand Merchant Bank, a division of FirstRand Bank Limited, (RMB) (registration number 1929/001225/06) a public company with limited liability and a registered bank duly incorporated in accordance with the company and banking laws of South Africa.</p> <p>The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division (SBSA) (registration number 1962/000738/06), a public company with limited liability and a registered bank duly incorporated in accordance with the company and banking laws of South Africa.</p> <p>Nedbank Limited, acting through its Corporate and Investment Banking division (Nedbank) (registration number 1951/000009/06), a public company with limited liability and a registered bank duly incorporated in accordance with the company and banking laws of South Africa.</p>
Transfer Agent	RMB, or such other entity appointed by the Issuer as Transfer Agent, in which event that other entity will act as Transfer Agent, as specified in the Applicable Pricing Supplement.
Paying Agent	RMB, or such other entity appointed by the Issuer as Paying Agent, in which event that other entity will act as Paying Agent, as specified in the Applicable Pricing Supplement.
Calculation Agent	RMB, or such other entity appointed by the Issuer as Calculation Agent, in which event that other entity will act as Calculation Agent, as specified in the Applicable Pricing Supplement.
Issuer Agent	RMB, or such other entity appointed by the Issuer as Issuer Agent pursuant to the debt instrument solution system of the CSD, in which event that other entity will act as Issuer Agent.
JSE Debt Sponsor	RMB, or such other entity appointed by the Issuer from time to time.
CSD	Strate Proprietary Limited (registration number 1998/022242/07), a private company with limited liability duly incorporated in accordance with the

company laws of South Africa and registered as a central securities depository in terms of the Financial Markets Act or such additional, alternative or successor central securities depository as may be agreed between the Issuer and the relevant Dealer(s).

JSE

the JSE Limited (registration number 2005/022939/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa and a licensed financial exchange in terms of the Financial Markets Act, or any exchange which operates as a successor exchange to the JSE.

GENERAL

Blocked Rands

Blocked Rands may be used to subscribe for, or purchase, Notes, subject to the Exchange Control Regulations.

Clearing and Settlement

Each Tranche of Notes which is held in the CSD will be issued, cleared and settled in accordance with the Applicable Procedures through the electronic settlement system of the CSD. The CSD acts as the approved electronic clearing house, and carries on the role of matching, clearing and facilitation of settlement of all transactions carried out on the JSE. Each Tranche of Notes which is held in the CSD will be cleared by Participants who will follow the electronic settlement procedures prescribed by the JSE and the CSD (see the section of this Programme Memorandum headed "*Settlement, Clearing and Transfers of Notes*").

Cross-Default

Unless otherwise indicated in the Applicable Pricing Supplement, the terms of the Notes will contain a cross-default provision relating to indebtedness for money borrowed having an aggregate outstanding amount which equals to or exceeds the greater of ZAR50,000,000 (or its equivalent in any other currency or currencies) or 0.75% (nought point seven five percent) of the total assets of the Issuer set out in the Issuer's latest published audited financial statements from time to time, or any guarantee of or indemnity in respect of any such indebtedness as further described in Condition 16.1.1.4 (*Cross Default*).

Debt Listings Requirements

The debt listings requirements of the JSE issued pursuant to the provisions of the Financial Markets Act for the listing of debt securities on the JSE, as amended from time to time.

Denomination

Notes will be issued in such denominations as may be agreed by the Issuer and the relevant Dealer(s) and as indicated in the Applicable Pricing Supplement, save that the minimum denomination of each Note will be such as may be allowed or required from time to time by the central bank or regulator or any laws or regulations applicable to the Notes.

Description of Programme

Hospitality Property Fund Limited ZAR10,000,000,000 Domestic Medium Term Note Programme.

Distribution

Notes may be distributed by way of private placement, auction or bookbuild or any other means permitted under South African law, and in each case on a

syndicated or non-syndicated basis as may be determined by the Issuer and the relevant Dealer(s) and reflected in the Applicable Pricing Supplement.

Form of Notes

Each Tranche of Notes which is listed on the Interest Rate Market of the JSE and each Tranche of unlisted Notes will be issued in uncertificated form, and will be held in the CSD. The holder of a Beneficial Interest may exchange such Beneficial Interest for Notes in certificated form represented by an Individual Certificate (see the section of this Programme Memorandum headed "*Form of the Notes*").

Governing Law

The Notes will be governed by and construed in accordance with the laws of South Africa in force from time to time.

Interest

Notes may be interest-bearing or non-interest bearing. Interest (if any) may accrue at a fixed rate or a floating rate or other variable rate or be index-linked, and the method of calculating interest may vary between the Issue Date and the Maturity Date.

Interest Period(s)/Interest Payment Date(s)

The Interest Rate, Interest Payment Date(s) and Interest Period(s), if any, applicable to a Tranche of Notes will be specified in the Applicable Pricing Supplement.

Issue and Transfer Taxes

As at the Programme Date, no securities transfer tax or any similar tax is payable in respect of the issue, transfer or redemption of the Notes (see the section of this Programme Memorandum headed "*South African Taxation*"). Any future transfer duties and/or taxes that may be introduced in respect of (or may be applicable to) the transfer of Notes will be for the account of Noteholders.

Issue Price

Notes may be issued on a fully paid or a partly paid basis and at their Nominal Amount or at a discount or premium to their Nominal Amount as specified in the Applicable Pricing Supplement.

Listing

This Programme has been registered by the JSE. Notes issued under the Programme may be listed on the Interest Rate Market of the JSE or on such other or additional Financial Exchange(s) as may be determined by the Issuer and the relevant Dealer(s), subject to all Applicable Laws. Unlisted Notes may also be issued under the Programme. Unlisted Notes are not regulated by the JSE. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and, if so, on which Financial Exchange(s).

Maturities of Notes

Such maturity(ies) as specified in the Applicable Pricing Supplement. The Notes are not subject to any minimum or maximum maturity.

Notes

Notes may comprise:

Fixed Rate Notes

Fixed Rate interest will be payable in arrears on such date or dates as may be agreed between the Issuer and the relevant Dealer(s), as indicated in the Applicable Pricing

Supplement and on redemption, and will be calculated on the basis of such Day Count Fraction as may be agreed between the Issuer and the relevant Dealer(s).

Floating Rate Notes

Floating Rate Notes will bear interest calculated at a rate determined: (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency governed by an agreement incorporating the ISDA Definitions; or (ii) on the basis of a reference rate appearing on the agreed screen page of a commercial quoting service; or (iii) on such other basis as may be agreed between the Issuer and the relevant Dealer(s), as indicated in the Applicable Pricing Supplement.

The Margin (if any) relating to such Floating Rate Notes will be agreed between the Issuer and the relevant Dealer(s) for each issue of Floating Rate Notes, as indicated in the Applicable Pricing Supplement.

Floating Rate Notes may also have a maximum Interest Rate, a minimum Interest Rate or both, as indicated in the Applicable Pricing Supplement.

The Interest Period for Floating Rate Notes may be 1 (one), 2 (two), 3 (three), 6 (six) or 12 (twelve) months or such other period as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

Zero Coupon Notes

Zero Coupon Notes will be issued at their Nominal Amount or at a discount to it and will not bear interest (except in the case of late payment as specified).

Index-Linked Notes

Payments (whether in respect of interest on Indexed Interest Notes or in respect of principal on Indexed Redemption Amount Notes and whether at maturity or otherwise) will be calculated by reference to such index and/or formula as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

Dual Currency Notes

Payments (whether in respect of principal or interest and whether at maturity or otherwise) in respect of

Dual Currency Notes will be made in such currencies, and based on such rates of exchange, as the Issuer and the relevant Dealer(s) may agree, as indicated in the Applicable Pricing Supplement.

Mixed Rate Notes

Mixed Rate Notes will bear interest over respective periods at the rates applicable for any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes, Index-Linked Notes or Dual Currency Notes, each as specified in the Applicable Pricing Supplement.

Instalment Notes

The Applicable Pricing Supplement will set out the dates on which, and the amounts in which, Instalment Notes may be redeemed.

Partly Paid Notes

The Issue Price of these unlisted Notes will be payable in two or more instalments as set out in the Applicable Pricing Supplement.

Exchangeable Notes

Exchangeable Notes may be redeemed by the Issuer in cash or by the delivery of securities, as specified in the Applicable Pricing Supplement.

Other Notes

Terms applicable to any other type of Notes that are approved by the JSE, or its successor, or such other or further exchange or exchanges as may be selected by the Issuer in relation to an issue of listed Notes, or as agreed between the Issuer and the relevant Dealer(s) in respect of unlisted Notes, will be set out in the Applicable Pricing Supplement.

Noteholders

The holders of Notes which are recorded as the registered Noteholders of those Notes in the Register.

Rating

As at the Programme Date the Issuer is rated. The Programme is not rated but may after the Programme Date be rated by a Rating Agency on a national or international scale basis. A Tranche of Notes may also, on or before the Issue Date, be rated by a Rating Agency on a national scale or international scale basis. Unrated Tranches of Notes may also be issued. The Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, as well as the Rating Agency(ies) which assigned such Rating(s), will be specified in the Applicable Pricing Supplement. Unrated Tranches of Notes may also be issued.

A Rating is not a recommendation to subscribe for, buy, sell or hold Notes and may be subject to revision, suspension or withdrawal at any time by the Rating Agency. Any adverse change in the Rating of the Issuer

and/or the Programme and/or a Tranche of Notes, as the case may be, could adversely affect the trading price of all or any of the Notes. Any amendment in the Rating of the Issuer and/or the Programme and/or a Tranche of Notes, as the case may be, after the Programme Date, will be announced on SENS.

Redemption

A Tranche of Notes will, subject to the Applicable Pricing Supplement, be redeemed on the Maturity Date, as set out in Condition 10.1 (*Redemption at Maturity*).

If so specified in the Applicable Pricing Supplement, the Issuer may redeem the Notes of any Tranche at any time prior to the Maturity Date following the occurrence of a change in law and/or for tax reasons, as set out in Condition 10.2 (*Redemption for Tax Reasons*), unless otherwise set out in the Applicable Pricing Supplement.

If "*Early Redemption at the Option of the Issuer*" is specified as applicable in the Applicable Pricing Supplement or pursuant to Condition 10.3 (*Redemption at the Option of the Issuer*), the Issuer may, having given not less than 30 (thirty) Days nor more than 60 (sixty) Days irrevocable notice (or such other period of notice as may be specified in the Applicable Pricing Supplement) to the Noteholders in accordance with Condition 18 (*Notices*), redeem the Tranche of Notes on any Optional Redemption Date(s), unless otherwise set out in the Applicable Pricing Supplement.

If "*Redemption at the Option of Senior Noteholders*" is specified as applicable in the Applicable Pricing Supplement, the Senior Noteholders of any Tranche of Senior Notes may, having given not less than 30 (thirty) Days nor more than 60 (sixty) Days' notice (or such other period of notice as may be specified in the Applicable Pricing Supplement), require the Issuer to redeem Senior Notes on any Optional Redemption Date in the manner specified in Condition 10.4 (*Redemption at the Option of the Senior Noteholders*) and the Applicable Pricing Supplement.

If "*Early Redemption in the event of a Change of Control*" is specified as being applicable in the Applicable Pricing Supplement and (i) a Change of Control occurs (as defined below); and (ii) within the Change of Control Period (as defined below), (A) a Rating Downgrade (as defined below) occurs in relation to the Issuer and/or the Programme and/or any Tranche of Notes, as the case may be; or (B) if, the Issuer and/or the Programme and/or any Tranche of Notes are not so rated, a Negative Rating Event (as defined below) in respect of that Change of Control occurs, (in either case, a **Change of Control Event**) and (iii) the Noteholders resolve by way of an Extraordinary Resolution to have their Notes redeemed by the Issuer, then each Noteholder in that Class of Noteholders shall have the option to require the Issuer to redeem each Note in that Tranche of Notes held by that Noteholder at its Early Redemption Amount

together with accrued interest (if any) within 15 (fifteen) Days after the delivery by that Noteholder of a Change of Control Redemption Notice (as defined below) in the manner specified in Condition 10.5 (*Redemption in the event of a Change of Control*), unless otherwise set out in the Applicable Pricing Supplement.

If "*Redemption in the event of a failure to maintain JSE Listing or Rating*" is specified as applicable in the Applicable Pricing Supplement, the Noteholders of any Tranche of Notes may, after having been notified by the Issuer in accordance with Condition 18 (*Notices*), require the Issuer to redeem Notes in the manner specified in Condition 10.6 (*Redemption in the event of a failure to maintain JSE Listing or Rating*) and the Applicable Pricing Supplement.

Notes may be redeemed before their stated maturity at the option of the Issuer pursuant to the clean-up call option in terms of Condition 10.7 (*Clean-Up Call Option*).

Selling Restrictions

The distribution of this Programme Memorandum and/or any Applicable Pricing Supplement and any offering or sale of or subscription for a Tranche of Notes may be restricted by law in certain jurisdictions, and is restricted by law in the United States of America, the United Kingdom, the European Economic Area and South Africa (see the section of this Programme Memorandum headed "*Subscription and Sale*"). Any other or additional restrictions which are applicable to the placing of a Tranche of Notes will be set out in the Applicable Pricing Supplement. Persons who come into possession of this Programme Memorandum and/or any Applicable Pricing Supplement must inform themselves about and observe all applicable selling restrictions.

Size of the Programme

As at the Programme Date, the Programme Amount is ZAR10,000,000,000. This Programme Memorandum will only apply to Notes issued under the Programme (including Notes issued and still Outstanding under the Programme pursuant to the Previous Programme Memorandum) in an aggregate outstanding Nominal Amount which does not exceed the Programme Amount. The Issuer may increase the Programme Amount in the manner set out in the section of this Programme Memorandum headed "*General Description of the Programme*". The Programme Amount at the time of the issue of any Tranche of Notes will be set out in the Applicable Pricing Supplement.

Specified Currency

South African Rand or, subject to all Applicable Laws and, in the case of Notes listed on the Interest Rate Market of the JSE and the Debt Listings Requirements of the JSE, such other currency as is specified in the Applicable Pricing Supplement.

Status of Senior Notes

Unless otherwise set out in the Applicable Pricing Supplement, the Senior Notes constitute direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves

and, save for certain debts required to be preferred by law, equally with all other present or future unsecured and unsubordinated obligations of the Issuer from time to time Outstanding.

**Status and Characteristics
relating to Subordinated Notes**

Unless otherwise set out in the Applicable Pricing Supplement, Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and will rank *pari passu* among themselves and will rank at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer.

Subject to Applicable Laws, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation or wound up or is subject to business rescue proceedings, then, and in any such event the claims of the Persons entitled to be paid amounts due in respect of the Subordinated Notes shall be subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness of the Issuer, to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all of the Persons entitled to be paid amounts due in respect of the Subordinated Notes in respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, liquidation, winding-up or business rescue proceedings (other than Subordinated Indebtedness) has been paid or discharged in full.

Stabilisation

In connection with the issue and distribution of any Tranche of Notes under the Programme, the Dealer(s), if any, that is specified in the Applicable Pricing Supplement as the Stabilising Manager (or any Person acting for the Stabilising Manager) may, if specified in that Applicable Pricing Supplement and only if such stabilising is permitted by the Debt Listings Requirements of the JSE and approved by the JSE, over-allot or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail for a limited period. However, there may be no obligation on the Stabilising Manager (or any agent of the Stabilising Manager) to do this. Such stabilising, if commenced, may be discontinued at any time and must be brought to an end after a limited period. Such stabilising shall be in compliance with all Applicable Laws, regulations and rules.

Taxation

A summary of the applicable tax legislation in respect of the Notes, as at the Programme Date, is set out in the section of this Programme Memorandum headed "*South African Taxation*". The summary does not constitute tax advice. Potential investors in the Notes should, before making an investment in the Notes, consult their own professional advisers as to the potential tax consequences of, and their tax positions in respect of, an investment in the Notes.

Terms and Conditions

The terms and conditions of the Notes are set out in the

section of this Programme Memorandum headed "*Terms and Conditions of the Notes*". The Applicable Pricing Supplements may specify other terms and conditions (which may replace, modify or supplement the Terms and Conditions) in relation to specific terms and conditions of the Notes of any Tranche of Notes issued.

Use of Proceeds

The Issuer will use the issue proceeds of the Notes for its general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement.

Withholding Taxes

In the event that withholding tax or such other deduction is required by law, then the Issuer will, subject to certain exceptions as provided in Condition 11 (*Taxation*), pay such additional amounts as shall be necessary in order that the net amounts received by the Noteholders after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of such withholding or deduction.

INVESTOR CONSIDERATIONS/RISK FACTORS

Capitalised terms used in this section headed “Investor Considerations/Risk Factors” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The Issuer believes that the factors outlined below may affect its ability to fulfil its obligations under the Notes. All of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring. In addition, factors which are material for the purpose of assessing the market risks associated with the Notes are also described below. The value of the Notes could decline due to any of these risks, and investors may lose some or all of their investment.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Notes, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with any Notes may occur for other reasons which may not be considered significant risks by the Issuer based on information available to it at the Programme Date, or which it may not be able to anticipate at the Programme Date. Accordingly, the Issuer does not represent that the statements below regarding the risks of holding any Notes are exhaustive.

Prospective investors should also read the detailed information set out elsewhere in this Programme Memorandum to reach their own views prior to making any investment decision.

References below to the “Terms and Conditions”, in relation to Notes, shall mean the “Terms and Conditions of the Notes” set out under the section of this Programme Memorandum headed “Terms and Conditions of the Notes”.

Factors that may affect the Issuer’s ability to fulfil its obligations under Notes issued under the Programme

Risks Relating to the Notes

The Notes may not be a suitable investment for all investors

Each potential investor in any Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- have sufficient knowledge and experience to make a meaningful evaluation of the Notes, the merits and risks of investing in the Notes and the information contained or incorporated by reference in this Programme Memorandum or any applicable supplement;
- have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Notes and the impact such an investment will have on its overall investment portfolio;
- have sufficient financial resources and liquidity to bear all of the risks of an investment in the Notes, including Notes with principal or interest payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor’s currency;
- understand thoroughly the terms of the Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Notes are complex financial instruments. Sophisticated institutional investors generally do not purchase complex financial instruments as stand-alone investments. They purchase complex financial instruments as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the Notes will perform under changing conditions, the resulting effects on the value of the Notes and the impact this investment will have on the potential investor’s overall investment portfolio.

There may not be an active trading market for the Notes

Notes issued under the Programme will be new securities which may not be widely distributed and for which there is currently no active trading market (unless in the case of any particular Tranche, such Tranche is to be consolidated with and form a single series with a Tranche of Notes which is already issued). If the Notes are traded after their initial issuance, they may trade at a discount to their initial offering price, depending upon prevailing interest rates, the market for similar securities, general economic conditions and the financial condition of the Issuer. There is no assurance as to the development or liquidity of any trading market for any particular Tranche of Notes.

The Notes may be redeemed prior to maturity

Unless in the case of any particular Tranche of Notes the Applicable Pricing Supplement specifies otherwise, in the event that the Issuer would be obliged to increase the amounts payable in respect of any Notes due to any withholding or deduction for or on account of any present or future taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or on behalf of the government of South Africa or any political subdivision thereof or any authority therein or thereof having power to tax, the Issuer may redeem all Outstanding Notes in accordance with the Conditions.

In addition, if in the case of any particular Tranche of Notes the Applicable Pricing Supplement specifies that the Notes are redeemable at the Issuer's option in certain other circumstances, the Issuer may choose to redeem the Notes at times when prevailing interest rates may be relatively low. In such circumstances an investor may not be able to reinvest the redemption proceeds in a comparable security at an effective interest rate as high as that of the relevant Notes.

Because uncertificated Notes are held in the CSD, investors will have to rely on their procedures for transfer, payment and communication with the Issuer

Notes issued under the Programme which are listed on the Interest Rate Market of the JSE or such other or additional Financial Exchange and/or held in the CSD may, subject to Applicable Laws and the Applicable Procedures, be issued in uncertificated form. Unlisted Notes may also be held in the CSD in uncertificated form. Notes held in the CSD will be issued, cleared and settled in accordance with the Applicable Procedures through the electronic settlement system of the CSD. Except in the limited circumstances described in the Terms and Conditions, investors will not be entitled to receive Individual Certificates. The CSD will maintain records of the Beneficial Interests in Notes and/or issued in uncertificated form, which are held in the CSD (whether such Notes are listed or unlisted). Investors will be able to trade their Beneficial Interests only through the CSD and in accordance with the Applicable Procedures.

Payments of principal and/or interest in respect of uncertificated Notes will be made to the CSD or the Participants and the Issuer will discharge its payment obligations under the Notes by making payments to the CSD or the Participants for distribution to their account holders. A holder of a Beneficial Interest in uncertificated Notes, whether listed or unlisted, must rely on the procedures of the CSD to receive payments under the relevant Notes. Each investor shown in the records of the CSD or the Participants, as the case may be, shall look solely to the CSD or the Participant, as the case may be, for his share of each payment so made by the Issuer to the registered holder of such uncertificated Notes. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, such Beneficial Interests.

Holders of Beneficial Interests in uncertificated Notes will not have a direct right to vote in respect of the relevant Notes. Instead, such holders will be permitted to act only to the extent that they are enabled by the CSD to appoint appropriate proxies.

Recourse to the JSE Debt Guarantee Fund Trust

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE Debt Guarantee Fund Trust. Claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the JSE Debt Guarantee Fund Trust. Unlisted notes are not regulated by the JSE.

Credit Rating

Tranches of Notes issued under the Programme, the Issuer and/or the Programme, as the case may be, may be rated or unrated. A Rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning Rating Agency. Any adverse change in an applicable credit rating could adversely affect the trading price for the Notes issued under the Programme.

Risks related to the structure of the particular issue of Notes

A wide range of Notes may be issued under the Programme. A number of these Notes may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

Notes subject to optional redemption by the Issuer

An optional redemption feature is likely to limit the market value of the Notes. During any period when the Issuer may elect to redeem the Notes, the market value of those Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to re-invest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

Index-Linked and Dual Currency Notes

The Issuer may issue Notes the terms of which provide for interest or principal payable in respect of such Notes to be determined by reference to an index or formula, to changes in the prices of securities or commodities, to movements in currency exchange rates or other factors (each, a **Relevant Factor**) or with principal or interest payable in one or more currencies which may be different from the currency in which the Notes are denominated. Potential investors should be aware that:

- the market price of such Notes may be volatile;
- no interest may be payable on such Notes;
- payments of principal or interest on such Notes may occur at a different time or in a different currency than expected;
- the amount of principal payable at redemption may be less than the Nominal Amount of such Notes or even zero;
- a Relevant Factor may be subject to significant fluctuations that may not correlate with changes in interest rates, currencies or other indices;
- if a Relevant Factor is applied to Notes in conjunction with a multiplier greater than one or contains some other leverage factor, the effect of changes in the Relevant Factor on principal or interest payable is likely to be magnified; and
- the timing of changes in a Relevant Factor may affect the actual yield to investors, even if the average level is consistent with their expectations. In general, the earlier the change in the Relevant Factor, the greater the effect on yield.

Partly-paid Notes

The Issuer may issue Notes where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment.

Notes issued at a substantial discount or premium

The market values of securities issued at a substantial discount or premium from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

Variable Rate Notes with a multiplier or other leverage factor

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

Fixed/Floating Rate Notes

Fixed/Floating Rate Notes may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate may at any time be lower than the rates on other Notes. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

Notes where denominations involve integral multiples: Individual Certificates

In relation to any issue of Notes which have denominations consisting of a minimum Specified Denomination plus one or more higher integral multiples of another smaller amount, it is possible that such Notes may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case a holder who, as a result of trading such amounts, holds an amount which is less than the minimum Specified Denomination in his account with the relevant clearing system at the relevant time may not receive an Individual Certificate in respect of such holding and would need to purchase a Nominal Amount of Notes such that its holding amounts to a minimum Specified Denomination.

If Individual Certificates are issued, holders should be aware that Individual Certificates which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

Ranking of Notes

The Issuer may from time to time issue secured notes under the Programme which may be directly or indirectly secured by, amongst other things immovable properties, owned by members of the Hospitality Group. Accordingly, any unsecured notes will not have a *pari passu* ranking with respect of the benefits of security granted in favour of holders of such secured notes and will only have rights to the proceeds of the realisation of such security (if any) available after the holders of secured notes and any further secured or preferred creditors have been paid and settled in full.

Modification and waivers and substitution

The Terms and Conditions contain provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

Change of law

The Notes are governed by, and will be construed in accordance with, South African law in effect as at the Programme Date. No assurance can be given as to the impact of any possible judicial decision or change to South African law or administrative practice in South Africa after the Programme Date.

Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

Risks Relating to the Issuer's Business

Please refer to pages 77 to 95 of the section entitled "*Description of Hospitality Property Fund Limited*" for a detailed descriptions of the risks relating to the business of the Issuer.

FORM OF THE NOTES

Capitalised terms used in this section headed "Form of the Notes" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

Notes issued in certificated form

All certificated Notes will be represented by a single Individual Certificate in registered form. Notes represented by Individual Certificates will be registered in the Register in the name of the individual Noteholders of such Notes.

Subject to the Applicable Laws, title to Notes represented by Individual Certificates will be freely transferable and will pass upon registration of transfer in accordance with Condition 14.2 (*Transfer of Notes represented by Individual Certificates*) of the Terms and Conditions.

The Issuer shall regard the Register as the conclusive record of title to the Notes represented by Individual Certificates.

Payments of all amounts due and payable in respect of Notes represented by Individual Certificates will be made in accordance with Condition 9 (*Payments*) of the Terms and Conditions to the Person reflected as the registered Noteholder of such Notes in the Register at 17h00 (South African time) on the Last Day to Register, and the payment obligations of the Issuer will be discharged by proper payment to or to the order of such registered Noteholder in respect of each amount so paid.

Notes issued in uncertificated form

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be freely transferable and must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act.

Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Tranche of Notes issued in uncertificated form will be held by the CSD, and the relevant Noteholder will be named in the Register as the registered Noteholder of that Tranche of Notes.

Beneficial Interests in Notes held in the CSD

A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. A Tranche of unlisted Notes may also be held in the CSD. While a Tranche of Notes is held in the CSD, the relevant Noteholder will be named in the Register as the holder of the Notes in that Tranche.

The CSD will hold each Tranche of Notes subject to the Financial Markets Act and the Applicable Procedures. All amounts to be paid in respect of Notes held in the CSD will be paid to the relevant Participant on behalf of the relevant Noteholder pursuant to the Applicable Procedures. All rights to be exercised in respect of Notes held in the CSD will be exercised by the relevant Noteholder.

The CSD maintains central securities accounts for Participants. As at the Programme Date, the Participants are Citibank N.A. South Africa Branch; FirstRand Bank Limited; Nedbank Limited; Standard Chartered Bank, Johannesburg Branch; Société Générale, Johannesburg Branch; The Standard Bank of South Africa Limited and the South African Reserve Bank.

Euroclear Bank S.A./N.V. as operator of the Euroclear System (**Euroclear**) and Clearstream Banking, société anonyme, (Clearstream Luxembourg) (**Clearstream**) may hold Notes through their Participant.

In relation to each Person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Outstanding Nominal Amount of Notes, a certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the Outstanding Nominal Amount of such Notes standing to the account of any Person shall be *prima facie* proof of such Beneficial Interest. However, the registered Noteholder of such Notes named in the Register will be treated by the Issuer, the Paying Agent, the Transfer Agent and the CSD as the holder of that Outstanding Nominal Amount of such

Notes for all purposes.

Subject to the Applicable Laws and the Applicable Procedures, title to Beneficial Interests held by Noteholders through the CSD will be freely transferable and will pass on transfer thereof by electronic book entry in the central securities accounts maintained by the CSD or relevant Participants for such Noteholders. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

The holder of a Beneficial Interest will only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*) of the Terms and Conditions.

PRO FORMA APPLICABLE PRICING SUPPLEMENT

Set out below is the form of Applicable Pricing Supplement that will be completed for each Tranche of Notes issued under the Programme:

**HOSPITALITY PROPERTY FUND LIMITED**

(Incorporated in the Republic of South Africa with limited liability under registration number 2005/014211/06)

Issue of [Aggregate Nominal Amount of Tranche] [Title of Notes]

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

This Applicable Pricing Supplement must be read in conjunction with the amended and restated Programme Memorandum, dated 31 January 2019, prepared by Hospitality Property Fund Limited in connection with the Hospitality Property Fund Limited ZAR10,000,000,000 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	Hospitality Property Fund Limited
2.	Dealer(s)	[]
3.	Manager(s)	[]
4.	Debt Sponsor	[]
5.	Paying Agent	[]
	Specified Office	[]
6.	Calculation Agent	[]
	Specified Office	[]
7.	Transfer Agent	[]
	Specified Office	[]
8.	Settlement Agent	[]
	Specified Office	[]
9.	Issuer Agent	[]
	Specified Office	[]

PROVISIONS RELATING TO THE NOTES

10.	Status of Notes	[Senior/Subordinated]
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		[Secured/Unsecured]
11.	Form of Notes	The Notes in this Tranche are [listed/unlisted] Notes, issued in [uncertificated form and held by the CSD] / [certificated form, represented by an Individual Certificate(s)]
12.	Series Number	[]
13.	Tranche Number	[]
14.	Aggregate Nominal Amount:	
	(a) Series	[]
	(b) Tranche	[]
15.	Interest	[Interest-bearing/Non-interest-bearing]
16.	Interest Payment Basis	[[Fixed Rate/Floating Rate/Zero Coupon/Index-Linked/Dual Currency/Partly Paid /Instalment] Notes/other]
17.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	[Insert details including date for conversion]
18.	Issue Date	[]
19.	Nominal Amount per Note	[]
20.	Specified Denomination	[]
21.	Specified Currency	[]
22.	Issue Price	[]
23.	Interest Commencement Date	[]
24.	Maturity Date	[]
25.	Applicable Business Day Convention	[Floating Rate Business Day / Following Business Day / Modified Following Business Day / Preceding Business Day / other convention – insert details]
26.	Final Redemption Amount	[]
27.	Last Day to Register	[] or if such day is not a Business Day, the Business Day before each Books Closed Period
28.	Books Closed Period(s)	The Register will be closed from [...] to [...] and from [...] to [...] (all dates inclusive) in each year until the Maturity Date
29.	Default Rate	[]
FIXED RATE NOTES		
30.	(a) Fixed Rate of Interest	[] percent. per annum [payable [annually/semi-annually/quarterly] in arrear]
	(b) Fixed Interest Payment Date(s)	[Each [insert date], of each calendar year during the period commencing on [insert date] and ending on the Redemption Date, each such day being subject to adjustment in accordance with the Following Business

		Day Convention]
(c)	Fixed Coupon Amount(s)	[] per [] in Nominal Amount
(d)	Initial Broken Amount	[]
(e)	Final Broken Amount	[]
(f)	Interest Rate Determination Date(s)	[On the first date of that Interest Period or if such day is not a Business Day, the following day that is a Business Day in each year]
(g)	Day Count Fraction	[]
(h)	Any other terms relating to the particular method of calculating interest	[]

FLOATING RATE NOTES

31.	(a)	Floating Interest Payment Date(s)	[Each <i>[insert date]</i> , of each calendar year during the period commencing on <i>[insert date]</i> and ending on the Redemption Date, each such day being subject to adjustment in accordance with the Business Day Convention]
	(b)	Interest Period(s)	[From and including one Floating Rate Interest Payment Date to but excluding the following Floating Rate Interest Payment Date, with the First Interest Period commencing on <i>[insert date]</i> and ending the day before the next Interest Payment Date]
	(c)	Definition of Business Day (if different from that set out in Condition 1) (<i>Interpretation</i>)	[]
	(d)	Minimum Rate of Interest	[] percent per annum
	(e)	Maximum Rate of Interest	[] percent per annum
	(f)	Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	[]
32.		Rate of Interest and manner in which the Rate of Interest is to be determined	[ISDA Determination] / [Screen Rate Determination (Reference Rate plus Margin)] /other – insert details]
33.		Margin	[[•] basis points/[•] percent to be added to/subtracted from the relevant ISDA Rate / Reference Rate]
34.		If ISDA Determination	
	(a)	Floating Rate	[]
	(b)	Floating Rate Option	[]
	(c)	Designated Maturity	[]
	(d)	Reset Date(s)	[On the first date of that Interest Period or if such day is not a Business Day, the following day that is a Business Day in each

- (e) ISDA Definitions to apply [] year]
35. If Screen Rate Determination:
- (a) Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated) []
- (b) Interest Rate Determination Date(s) [On the first date of that Interest Period or if such day is not a Business Day, the following day that is a Business Day]
- (c) Relevant Screen Page and Reference Code []
36. 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 []
37. Calculation Agent responsible for calculating amount of principal and interest []

ZERO COUPON NOTES

38. (a) Implied Yield []
- (b) Reference Price Percent[NACA] [NACM] [NACQ] [NACS] [other method of compounding]
- (c) Any other formula or basis for determining amount(s) payable []

PARTLY PAID NOTES

39. (a) Amount of each payment comprising the Issue Price []
- (b) Dates upon which each payment is to be made by Noteholder []
- (c) Consequences (if any) of failure to make any such payment by Noteholder []
- (d) Interest Rate to accrue on the first and subsequent instalments after the due date for payment of such instalments [] percent per annum

INSTALMENT NOTES

40. Instalment Dates []
41. Instalment Amounts (expressed as a percentage of the aggregate Nominal Amount of the Notes) []

MIXED RATE NOTES

42. Period(s) during which the Interest Rate for the Mixed Rate Notes will be (as applicable) that for:
- (a) Fixed Rate Notes []
 - (b) Floating Rate Notes []
 - (c) Index-Linked Notes []
 - (d) Dual Currency Notes []
 - (e) Other Notes []
43. The Interest Rate and other pertinent details are set out under the headings relating to the applicable forms of Notes

INDEX-LINKED NOTES

44. (a) Type of Index-Linked Notes [Indexed Interest Notes / Indexed Redemption Amount Notes]
- (b) Name, code and currency of the Index/Formula by reference to which Interest Rate / Interest Amount is to be determined []
- (c) Manner in which the Interest Rate / Interest Amount is to be determined []
- (d) Interest Period(s) [From and including one Interest Payment Date to but excluding the following Interest Payment Date, with the First Interest Period commencing on *[insert date]* and ending the day before the next Interest Payment Date]
- (e) Interest Payment Date(s) [Each *[insert date]*, of each calendar year during the period commencing on *[insert date]* and ending on the Redemption Date, each such day being subject to adjustment in accordance with the Following Business Day Convention]
- (f) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable []
- (g) Definition of Business Day (if different from that set out in Condition 1 (*Interpretation*)) []
- (h) Minimum Rate of Interest [] percent per annum
- (i) Maximum Rate of Interest [] percent per annum
- (j) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision) []

- | | | |
|-----|---|--|
| (k) | Index sponsor | [] |
| (l) | Index calculator (if different to the index sponsor) | [] |
| (m) | Website address where the link to the index rulebook is available | [] |
| (n) | Index level | The index level is published [daily/weekly/monthly] on the index calculator's website, as detailed in line item 44(m) above |
| (o) | Required confirmations | Any changes to the index methodology will be published on SENS and communicated to the JSE. |
| (p) | Underlying indices | [N/A / The list of indices underlying the index is as follows:

[Index];

The index level for each of the above-mentioned indices are published [daily/weekly/monthly]; and

The website address where the rulebooks and index levels for the above-mentioned indices is [•]

[All other changes as detailed in the index ground rules document will be published on the index providers website at the following weblink [•]] |

DUAL CURRENCY NOTES

- | | | |
|-----|---|--|
| 45. | (a) Type of Dual Currency Notes | [Dual Currency Interest/Dual Currency Redemption Amount] Notes |
| | (b) Rate of Exchange/method of calculating Rate of Exchange | [] |
| | (c) Provisions applicable where calculation by reference to Rate of Exchange is impossible or impracticable | [] |
| | (d) Person at whose option Specified Currency(ies) is/are payable | [] |

EXCHANGEABLE NOTES

- | | | |
|-----|---|----------|
| 46. | (a) Mandatory Exchange applicable? | [Yes/No] |
| | (b) Noteholders' Exchange Right applicable? | [Yes/No] |
| | (c) Exchange Securities | [] |
| | (d) Manner of determining Exchange Price | [] |
| | (e) Exchange Period | [] |
| | (f) Other | [] |

OTHER NOTES

47. If the Notes are not Partly Paid Notes, Instalment Notes, Fixed Rate Notes, Floating Rate Notes, Mixed Rate Notes, Zero Coupon Notes, Index-Linked Notes, Dual Currency Notes or Exchangeable Notes or if the Notes are a combination of any of the foregoing, set out the relevant description and any additional Terms and Conditions relating to such Notes. []

PROVISIONS REGARDING REDEMPTION/MATURITY

48. Redemption at the Option of the Issuer: [Yes/No]

If yes:

- (a) Optional Redemption Date(s) []

- (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s) []

- (c) Minimum period of notice (if different from Condition 10.3 (*Redemption at the Option of the Issuer*)) []

- (d) If redeemable in part: []
Minimum Redemption Amount(s) []

- Higher Redemption Amount(s) []

- (e) Other terms applicable on Redemption

49. Redemption at the Option of the Senior Noteholders: [Yes/No]

if yes:

- (a) Optional Redemption Date(s) []

- (b) Optional Redemption Amount(s) []

- (c) Minimum period of notice (if different from Condition 10.4 (*Redemption at the Option of the Senior Noteholders*)) []

- (d) If redeemable in part: []
Minimum Redemption Amount(s) []

- Higher Redemption Amount(s) []

- (e) Other terms applicable on Redemption []
- (f) Attach *pro forma* put notice(s)
50. Redemption in the event of a Change of Control at the election of Noteholders pursuant to Condition 10.5 (*Redemption in the event of a Change of Control*) or any other terms applicable to a Change of Control [Yes/No]
51. Redemption in the event of a failure to maintain JSE Listing and Rating at the election of Noteholders pursuant to Condition 10.6 (*Redemption in the event of a failure to maintain JSE Listing or Rating*) [Yes/No]
52. Early Redemption Amount(s) payable on redemption for taxation reasons pursuant to Condition 10.2 (*Redemption for Tax Reasons*), at the option of the Issuer in terms of Condition 10.3 (*Redemption at the Option of the Issuer*) at the option of the Noteholders in terms of Condition 10.4 (*Redemption at the Option of the Senior Noteholders*), in the event of a Change of Control in terms of Condition 10.5 (*Redemption in the event of a Change of Control*), on a redemption pursuant to Condition 10.6 (*Redemption in the event of a failure to maintain JSE Listing and Rating*), on a redemption pursuant to Condition 10.7 (*Clean-Up Call Option*) or on Event of Default in terms of Condition 16 (*Events of Default*) (if required or if different from that set out in the relevant Conditions). [Yes/No]
- If yes:
- (a) Amount payable; or []
- (b) Method of calculation of amount payable []

GENERAL

53. Financial Exchange []
54. Additional selling restrictions []
55. ISIN No. []
56. Stock Code []
57. Stabilising manager []

58. Provisions relating to stabilisation []
59. Method of distribution [Auction/Bookbuild/Private Placement]
60. Credit Rating assigned to the [] *[issue date and renewal date of rating to be specified]*
 [Issuer]/[Programme]/[Notes]
61. Applicable Rating Agency []
62. Governing law (if the laws of South Africa are not applicable) []
63. Other provisions *[Other Events of Default in addition to the Events of Default referred to in Condition 16 (Events of Default)]*
[Other covenants, provisions]

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

64. Paragraph 3(5)(a)
 The “ultimate borrower” (as defined in the Commercial Paper Regulations) is the [Issuer].
65. 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.
66. Paragraph 3(5)(c)
 The auditor of the Issuer is [insert].
67. Paragraph 3(5)(d)
 As at the date of this issue:
 (i) the Issuer has [issued ZAR[•],000,000,000] Commercial Paper (as defined in the Commercial Paper Regulations); and
 (ii) the Issuer estimates that it may issue [ZAR[•],000,000,000] of Commercial Paper during the current financial year, ending [date].
68. 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 the Applicable Pricing Supplement.
69. 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.
70. Paragraph 3(5)(g)
 The Notes issued will be [listed/unlisted].
71. 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/funding of its business operations/other].
72. Paragraph 3(5)(i)
 The obligations of the Issuer in respect of the Notes are unsecured.
73. Paragraph 3(5)(j)

[Insert], the statutory auditors of the Issuer, have confirmed that [their review did not reveal anything which indicates / nothing has come to their attention to indicate] that this issue of Notes issued under the Programme will not comply in all 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 and that all reasonable enquiries to ascertain such facts have been made as well as that the Programme Memorandum together with this Applicable Pricing Supplement contains all information required by law and the Debt 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, all documents incorporated by reference (see the section of the Programme Memorandum headed “*Documents Incorporated by Reference*”) and any amendments or supplements to the aforementioned documents, except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Programme Memorandum read with this Applicable Pricing Supplement, the 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 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.

The Issuer confirms that as at the date of this Applicable Pricing Supplement, there has been no material adverse change in the financial or trading position of the Issuer and its subsidiaries since the date of the Issuer’s latest audited financial statements. As at the date of this Applicable Pricing Supplement, the Auditors of the Issuer have not reviewed or reported on the aforementioned statement.

The authorised Programme Amount of ZAR10,000,000,000 has not been exceeded.

Application [is hereby]/[will not be] made to list this issue of Notes [on ● ●●●●].

SIGNED at _____ on this _____ day of _____ 20●●

For and on behalf of

HOSPITALITY PROPERTY FUND LIMITED

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

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

TERMS AND CONDITIONS OF THE NOTES

The following are the Terms and Conditions of the Notes to be issued by the Issuer which will be incorporated by reference into each Note. Each Tranche of Notes will be issued on, and subject to, the Terms and Conditions below, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes as set out in the Applicable Pricing Supplement.

Before the Issuer issues any Tranche of listed Notes, the Issuer shall complete, sign and deliver to the JSE or such other or further Financial Exchange(s) and the CSD a pricing supplement based on the *pro forma* Applicable Pricing Supplement included in the Programme Memorandum setting out details of such Notes. The Issuer may determine that particular Notes will not be listed on the Interest Rate Market of the JSE or such other Financial Exchanges and, in that case, no Applicable Pricing Supplement will be delivered to JSE or such other or further Financial Exchange(s).

If there is any conflict or inconsistency between provisions set out in the Applicable Pricing Supplement and the provisions set out in these Terms and Conditions of the Notes, then the provisions in the Applicable Pricing Supplement will prevail.

Words and expressions used in the Applicable Pricing Supplement shall have the same meanings where used in these Terms and Conditions unless the context otherwise requires or unless otherwise stated. Any reference to legislation or a statute shall be to such legislation or statute as amended, varied or re-enacted from time to time.

1. INTERPRETATION

In these Terms and Conditions, unless inconsistent with the context or separately defined in the Applicable Pricing Supplement, the following expressions shall have the following meanings:

Applicable Laws	in relation to any Person, all and any statutes and subordinate legislation and common law, regulations, ordinances and by-laws, directives, codes of practice, circulars, guidance notices, judgments and decisions of any competent authority, or any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation and other similar provisions, from time to time, compliance with which is mandatory for that Person;
Applicable Pricing Supplement	in relation to a Tranche of Notes, the pricing supplement completed and signed by the Issuer in relation to that Tranche of Notes, setting out the additional and/or other terms and conditions as are applicable to that Tranche of Notes, based upon the <i>pro forma</i> pricing supplement which is set out in the section of the Programme Memorandum headed " <i>Pro Forma Applicable Pricing Supplement</i> ";
Applicable Procedures	the rules and operating procedures for the time being of the CSD, the Participants and the Debt Listings Requirements (including the disclosure requirements) of the JSE and/or any other Financial Exchange;
Banks Act	the Banks Act, 1990;
Beneficial Interest	in relation to a Tranche of Notes which is held in the CSD, the beneficial interest as co-owner of an undivided share of all of the Notes in that Tranche, as contemplated in section 37 (1) of the Financial Markets Act, the nominal value of which beneficial interest, in relation to any number of Notes in that Tranche, is determined by reference to the proportion that the aggregate Outstanding Nominal Amount of such number of Notes bears to the aggregate Outstanding

	Nominal Amount of all of the Notes in that Tranche, as provided in section 37 (3) of the Financial Markets Act;
JSE Debt Guarantee Fund Trust	the guarantee fund trust established and operated by the JSE as a separate guarantee fund, in terms of sections 8(1)(h) and 17(2)(w) of the Financial Markets Act or any successor fund;
Books Closed Period	in relation to a Tranche of Notes, the period, as specified in the Applicable Pricing Supplement, commencing after the Last Day to Register, during which transfers of the Notes will not be registered, or such shorter period as the Issuer may decide in order to determine those Noteholders entitled to receive principal and/or interest;
Business Day	a day (other than a Saturday or Sunday or public holiday within the meaning of the Public Holidays Act, 1994) on which commercial banks settle ZAR payments in Johannesburg, save further that if the Applicable Pricing Supplement so provides, " <i>Business Day</i> " shall include a Saturday;
Calculation Agent	RMB, unless the Issuer elects to appoint, in relation to a particular Tranche or Series of Notes, another entity as Calculation Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
Class of Notes	a particular Series of Notes in relation to other Series of Notes;
Class of Noteholders	the holders of a Series of Notes or, where appropriate, the holders of different Series of Notes;
Commercial Paper Regulations	the commercial paper regulations of 14 December 1994 issued pursuant to paragraph (cc) of the definition of " <i>the business of a bank</i> " in the Banks Act, set out in Government Notice 2172 and published in Government Gazette 16167 of 14 December 1994;
Companies Act	the Companies Act, 2008;
CSD	Strate Proprietary Limited (registration number 1998/022242/07), a private company with limited liability duly incorporated in accordance with the company laws of South Africa and registered as a central securities depository in terms of the Financial Markets Act or such additional, alternative or successor central securities depository as may be agreed between the Issuer and the relevant Dealer(s);
CSD Register	an Uncertificated Securities Register as contemplated in section 1 of the Companies Act;
Day	a Gregorian calendar day unless qualified by the word " <i>Business</i> ";
Day Count Fraction	in relation to a Tranche of Notes (where applicable) and the calculation of an amount for any period of time (the Calculation Period), the Day Count Fraction specified as such in the Terms and Conditions or the Applicable Pricing Supplement and: <ul style="list-style-type: none"> (a) if Actual/365 (Fixed) or Act/365 (Fixed) or A/365 (Fixed) or A/365F is so specified, means the actual number of Days in the Calculation Period in respect of which payment is being made divided by 365;

- (b) if **Actual/Actual (ICMA)** or **Act/Act (ICMA)** is so specified, means:
- (i) where the Calculation Period is equal to or shorter than the Regular Period during which it falls, the actual number of Days in the Calculation Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and
 - (ii) where the calculation Period is longer than one Regular Period, the sum of:
 - a. the actual number of Days in such Calculation Period falling in the Regular Period in which it begins divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods in any year; and
 - b. the actual number of Days in such Calculation Period falling in the next Regular Period divided by the product of (1) the actual number of Days in such Regular Period and (2) the number of Regular Periods normally ending in any year;
- (c) if **Actual/Actual, Actual/Actual (ISDA), Act/Act or Act/Act (ISDA)** is so specified, means the actual number of Days in the Calculation Period in respect of which payment is being made divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of (A) the actual number of Days in that portion of the Calculation Period falling in a leap year divided by 366 and (B) the actual number of Days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (d) if **Actual/360, Act/360 or A/360** is so specified, means the actual number of Days in the Calculation Period in respect of which payment is being made divided by 360;
- (e) if **30/360, 360/360 or Bond Basis** is so specified, means the number of Days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - 1)}{360}$$

where:

Y₁ is the year, expressed as a number, in which the first Day of the Calculation Period falls;

Y₂ is the year, expressed as a number, in which the first Day immediately following the last Day included in the Calculation Period falls;

M₁ is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;

M₂ is the calendar month, expressed as a number, in which the first Day immediately following the last Day included in the Calculation Period falls;

D₁ is the first Day, expressed as a number, of the Calculation Period, unless such number would be 31, in which case D₁ will be 30; and

D₂ is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless such number would be 31 and D₁ is greater than 29, in which case D₂ will be 30;

(f) if **30E/360** or **Eurobond Basis** is so specified, means the number of Days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2)}{360}$$

where:

Y₁ is the year, expressed as a number, in which the first Day of the Calculation Period falls;

Y₂ is the year, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

M₁ is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;

M₂ is the calendar month, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

D₁ is the first Day, expressed as a number, of the Calculation Period unless such number would be 31, in which case D₁ will be 30; and

D₂ is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless such number would be 31, in which case D₂ will be 30; and

(g) if **30E/360 (ISDA)** is so specified, means the number of Days in the Calculation Period in respect of which payment is being made divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2)}{360}$$

where:

Y₁ is the year, expressed as a number, in which the first Day of the Calculation Period falls;

Y₂ is the year, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;

	<p>M₁ is the calendar month, expressed as a number, in which the first Day of the Calculation Period falls;</p> <p>M₂ is the calendar month, expressed as a number, in which the Day immediately following the last Day included in the Calculation Period falls;</p> <p>D₁ is the first Day, expressed as a number, of the Calculation Period unless (i) that Day is the last Day of February or (ii) such number would be 31, in which case D₁ will be 30; and</p> <p>D₂ is the Day, expressed as a number, immediately following the last Day included in the Calculation Period unless (i) that Day is the last Day of February but not the Maturity Date or (ii) such number would be 31, in which case D₂ will be 30;</p>
Dealers	RMB, SBSA and Nedbank and/or any other entity appointed as a Dealer by the Issuer, which appointment may be for a specific issue or on an ongoing basis, subject to the Issuer's right to terminate the appointment of any such Dealer, as indicated in the Applicable Pricing Supplement;
Default Rate	in relation to a Tranche of Notes, the Interest Rate applicable to such Notes or the default rate specified as such in the Applicable Pricing Supplement;
Dual Currency Notes	Notes which pay interest in a base currency and the principal in a non-base currency or <i>vice versa</i> , as indicated in the Applicable Pricing Supplement;
Early Redemption Amount	in relation to a Tranche of Notes, the amount, as set out in Condition 10.8 (<i>Early Redemption Amounts</i>), at which the Notes will be redeemed by the Issuer, pursuant to the provisions of Condition 10.2 (<i>Redemption for Tax Reasons</i>), Condition 10.3 (<i>Redemption at the Option of the Issuer</i>), Condition 10.4 (<i>Redemption at the Option of the Senior Noteholders</i>), Condition 10.5 (<i>Redemption in the event of a Change of Control</i>), Condition 10.6 (<i>Redemption in the event of a failure to maintain JSE Listing or Rating</i>), Condition 10.7 (<i>Clean-Up Call Option</i>) and/or Condition 16 (<i>Events of Default</i>);
Event of Default	in relation to a Series of Notes, any of the events described in Condition 16 (<i>Events of Default</i>);
Exchangeable Notes	Notes which may be redeemed by the Issuer in the manner indicated in the Applicable Pricing Supplement by the delivery to the Noteholders of cash or of so many of the Exchange Securities as is determined in accordance with the Applicable Pricing Supplement;
Exchange Control Regulations	the Exchange Control Regulations, 1961, promulgated pursuant to the Currency and Exchanges Act, 1933;
Exchange Period	in relation to a Tranche of Exchangeable Notes, in respect of Exchangeable Notes to which the Noteholders' Exchange Right applies (as indicated in the Applicable Pricing Supplement), the period indicated in the Applicable Pricing Supplement during which such right may be exercised;
Exchange Price	in relation to a Tranche of Exchangeable Notes, the amount determined in accordance with the manner described in the Applicable Pricing Supplement, according to which the number of Exchange Securities which may be delivered in redemption of an Exchangeable Note will be determined;

Exchange Securities	in relation to a Tranche of Exchangeable Notes, the securities indicated in the Applicable Pricing Supplement which may be delivered by the Issuer in redemption of the Exchangeable Notes to the value of the Exchange Price;
Extraordinary Resolution	<p>(a) a resolution in writing signed no later than 20 Business Days of receiving notice of the written resolution by or on behalf of the Noteholders or a Class of Noteholders holding not less than of 66.67% (sixty-six point sixty-seven percent) in Nominal Amount of the Notes Outstanding from time to time or a specific Class of Notes, as the case may be; or</p> <p>(b) a resolution passed at a meeting (duly convened) of the Noteholders or a Class of Noteholders, as the case may be, holding not less than 66.67% (sixty-six point sixty-seven percent) of the votes given on such poll or if a vote by show of hands be duly demanded, then by a majority consisting of not less than 66.67% (sixty-six point sixty-seven percent) of the Persons voting at such meeting on a show of hands;</p>
Final Broken Amount	in relation to a Tranche of Fixed Rate Notes, the final broken amount specified as such in the Applicable Pricing Supplement;
Final Redemption Amount	in relation to a Tranche of Notes, the amount of principal specified in the Applicable Pricing Supplement payable in respect of such Tranche of Notes upon the Maturity Date;
Financial Exchange	the JSE and/or such other or additional financial exchange(s) as may be determined by the Issuer and the relevant Dealer(s), subject to Applicable Laws, and upon which the Notes are listed as specified in the Applicable Pricing Supplement;
Financial Markets Act	the Financial Markets Act, 2012;
Fixed Coupon Amount	in relation to a Tranche of Fixed Rate Notes (where applicable), the amount(s) specified as such in the Applicable Pricing Supplement;
Fixed Interest Payment Date	in relation to a Tranche of Fixed Rate Notes, the date(s) specified as such in the Applicable Pricing Supplement;
Fixed Interest Period	in relation to a Tranche of Fixed Rate Notes, the period from (and including) a Fixed Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Fixed Interest Payment Date or as otherwise set out in the Applicable Pricing Supplement;
Fixed Rate Notes	Notes which will bear interest at the Fixed Rate of Interest, as indicated in the Applicable Pricing Supplement;
Fixed Rate of Interest	in relation to a Tranche of Fixed Rate Notes, the fixed rate of interest specified as such in the Applicable Pricing Supplement;
Floating Rate Notes	Notes which will bear interest at a Floating Rate Interest as indicated in the Applicable Pricing Supplement and more fully described in Condition 8.2 (<i>Floating Rate Notes and Indexed Interest Notes</i>);
Floating Rate	in relation to a Tranche of Floating Rate Notes, the floating rate of interest specified as such in the Applicable Pricing Supplement;

Higher Redemption Amount	in relation to a Tranche of Notes, the higher redemption amount specified as such in the Applicable Pricing Supplement;
Hospitality Group	the Issuer and any other company or entity whose financial results are consolidated with the financial results of the Issuer in accordance with IFRS;
IFRS	the International Financial Reporting Standards issued by the International Accounting Standards Board (IASB) and interpretations issued by the International Financial Reporting Interpretations Committee of the IASB (as amended, supplemented or re-issued from time to time);
Implied Yield	in relation to a Tranche of Zero Coupon Notes, the yield accruing on the Issue Price of such Notes, as specified in the Applicable Pricing Supplement;
Income Tax Act	the Income Tax Act, 1962, as amended and/or restated from time to time;
Indebtedness	in respect of the Issuer and/or any Material Subsidiary, any indebtedness in respect of monies borrowed from any third party lender and (without double counting) guarantees (other than those given in the ordinary course of business) given, whether present or future, actual or contingent;
Indexed Interest Notes	Notes in respect of which the Interest Amount is calculated by reference to an index and/or a formula as indicated in the Applicable Pricing Supplement;
Index-Linked Notes	an Indexed Interest Note and/or an Indexed Redemption Amount Note, as applicable and as indicated in the Applicable Pricing Supplement;
Indexed Redemption Amount Notes	Notes in respect of which the Final Redemption Amount is calculated by reference to an index and/or a formula as may be indicated in the Applicable Pricing Supplement;
Individual Certificate	a Note in the definitive registered form of a single certificate and being a certificate exchanged for Beneficial Interest in accordance with Condition 12 (<i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i>) and any further certificate issued in consequence of a transfer thereof;
Initial Broken Amount	in relation to a Tranche of Notes, the initial broken amount specified as such in the Applicable Pricing Supplement;
Instalment Amount	in relation to a Tranche of Instalment Notes, the amount expressed (in the Applicable Pricing Supplement) as a percentage of the Nominal Amount of an Instalment Note, being an instalment of principal (other than the final instalment) on an Instalment Note;
Instalment Notes	Notes issued on the same date but redeemed in Instalment Amounts by the Issuer on an amortised basis on different Instalment Dates, as specified in the Applicable Pricing Supplement;
Instalment Dates	in relation to a Tranche of Instalment Notes, the dates specified as such in the Applicable Pricing Supplement;
Interest Amount	in relation to a Tranche of Notes, the amount of interest payable in respect of each Nominal Amount of Fixed Rate Notes, Floating Rate Notes and Indexed Interest Notes, as

	determined by the Calculation Agent in accordance with Condition 8 (<i>Interest</i>);
Interest Commencement Date	in relation to a Tranche of Notes (where applicable) the first date from which interest on the Notes, other than Zero Coupon Notes, will accrue, as specified in the Applicable Pricing Supplement;
Interest Determination Date	in relation to a Tranche of Notes, the interest determination date specified as such in the Applicable Pricing Supplement;
Interest Payment Date	in relation to a Tranche of Notes, the Interest Payment Date(s) and or the Redemption Date specified in the Applicable Pricing Supplement or, if no express Interest Payment Date(s) is/are specified in the Applicable Pricing Supplement, the last Day of the Interest Period commencing on the preceding Interest Payment Date, or, in the case of the first Interest Payment Date, commencing on the Interest Commencement Date;
Interest Period	in relation to a Tranche of Notes, each period beginning on (and including) the Interest Commencement Date or any Interest Payment Date and ending on (but excluding) the next Interest Payment Date;
Interest Rate and Rate of Interest	in relation to a Tranche of Notes, the rate or rates of interest applicable to Notes other than Zero Coupon Notes as indicated in the Applicable Pricing Supplement;
Interest Rate Market of the JSE	the separate platform or sub-market of the JSE designated as the " <i>Interest Rate Market</i> ", or such other platform or submarket designated by the JSE from time to time, and on which Notes (and other debt securities) may be listed;
ICMA	International Capital Market Association;
ISDA	the International Swaps and Derivatives Association Inc.;
ISDA Definitions	the 2006 ISDA Definitions published by ISDA (as amended, supplemented, revised or republished from time to time) as specified in the Applicable Pricing Supplement;
Issue Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Issue Price	in relation to a Tranche of Notes, the price specified as such in the Applicable Pricing Supplement;
Issuer	Hospitality Property Fund Limited (registration number 2005/014211/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa;
Issuer Agent	RMB, or such other entity appointed by the Issuer as Issuer Agent pursuant to the debt instrument solution system of the CSD, in which event that other entity will act as Issuer Agent;
JSE	the JSE Limited (registration number 2005/022939/06), a public company with limited liability duly incorporated in accordance with the company laws of South Africa and a licensed financial exchange in terms of the Financial Markets Act or any exchange which operates as a successor exchange to the JSE;

Last Day to Register	with respect to a particular Tranche of Notes (as specified in the Applicable Pricing Supplement), the last date or dates preceding a Payment Day on which the Transfer Agent, in the case of Notes in certificated form, or the CSD, in the case of Notes in uncertificated form, will accept Transfer Forms or transfers and record the transfer of Notes in the Register for that particular Tranche of Notes and whereafter the Register is closed for further transfers or entries until the Payment Day;
Mandatory Exchange	in relation to a Tranche of Exchangeable Notes, the mandatory exchange specified as such in the Applicable Pricing Supplement;
Margin	in relation to a Tranche of Notes (where applicable), the margin specified as such in the Applicable Pricing Supplement;
Material Indebtedness	any Indebtedness amounting in aggregate to an amount which equals or exceeds the greater of ZAR50,000,000 or 0.75% (nought point seven five percent) of the total assets of the Issuer set out in the Issuer's latest published audited financial statements (or its equivalent in other currencies at the time of the occurrence of an Event of Default);
Material Subsidiary	any Subsidiary (i) of which the Issuer owns more than 50% (fifty percent) of the ordinary shares and (ii) which represents at least 10% (ten percent) of the total assets of the Issuer as published in the Issuer's latest audited financial statements;
Maturity Date	in relation to a Tranche of Notes, the date specified as such in the Applicable Pricing Supplement;
Minimum Redemption Amount	in relation to a Tranche of Notes, the minimum redemption amount specified as such in the Applicable Pricing Supplement;
Mixed Rate Notes	unlisted Notes which will bear interest over respective periods at differing Interest Rates applicable to any combination of Fixed Rate Notes, Floating Rate Notes, Zero Coupon Notes or Index-Linked Notes, each as indicated in the Applicable Pricing Supplement and as more fully described in Condition 8.4 (<i>Mixed Rate Notes</i>);
NACA	nominal annual compounded annually;
NACM	nominal annual compounded monthly;
NACQ	nominal annual compounded quarterly;
NACS	nominal annual compounded semi-annually;
Nominal Amount	in relation to any Note, the total amount, excluding interest and any adjustments on account of any formula, owing by the Issuer under the Note;
Noteholders	the registered holders of the Notes as recorded in the Register;
Noteholders' Exchange Right	in relation to a Tranche of Exchangeable Notes, if indicated as applicable in the Applicable Pricing Supplement, the right of Noteholders of Exchangeable Notes to elect to receive delivery of the Exchange Securities in lieu of cash from the Issuer upon redemption of such Notes;
Notes	secured or unsecured registered notes issued or to be issued by the Issuer under the Programme, pursuant to this

Outstanding	<p>Programme Memorandum;</p> <p>in relation to the Notes, all the Notes issued under the Programme other than:</p> <ul style="list-style-type: none"> (a) those which have been redeemed in full; (b) those in respect of which the date for redemption in accordance with the Terms and Conditions has occurred and the redemption moneys wherefor (including all interest (if any) accrued thereon to the date for such redemption and any interest (if any) payable under the Terms and Conditions after such date) remain available for payment against presentation of Individual Certificates (if any); (c) those which have been purchased and cancelled as provided in Condition 10 (<i>Redemption and Purchase</i>); (d) those which have become prescribed under Condition 15 (<i>Prescription</i>); (e) those represented by mutilated or defaced Individual Certificates which have been surrendered in exchange for replacement Individual Certificates pursuant to Condition 12 (<i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i>); or (f) (for the purpose only of determining how many Notes are Outstanding and without prejudice to their status for any other purpose) those Notes represented by Individual Certificates alleged to have been lost, stolen or destroyed and in respect of which replacement Individual Certificates have been issued pursuant to Condition 12 (<i>Exchange of Beneficial Interests and Replacement of Individual Certificates</i>),
	<p>provided that for each of the following purposes:</p>
	<ul style="list-style-type: none"> (i) the right to attend and vote at any meeting of the Noteholders; and (ii) the determination of how many and which Notes are for the time being Outstanding for the purposes of Conditions 19 (<i>Amendment of these Conditions</i>) and 20 (<i>Meetings of Noteholders/Consent Process</i>),
	<p>all Notes (if any) which are for the time being held by the Issuer (subject to any Applicable Laws) or by any Person for the benefit of the Issuer and not cancelled (unless and until ceasing to be so held), shall be deemed not to be Outstanding;</p>
Optional Redemption Amount	<p>in relation to a Tranche of Notes, the optional redemption amount specified as such in the Applicable Pricing Supplement;</p>
Participant	<p>a Person accepted by the CSD as a participant in terms of section 31 of the Financial Markets Act, and who is approved by the CSD, as a Settlement Agent to perform electronic settlement of funds and scrip;</p>

Partly Paid Notes	unlisted Notes which are issued with the Issue Price partly paid and which Issue Price is paid up fully by the Noteholder in instalments as indicated in the Applicable Pricing Supplement;
Paying Agent	RMB, unless the Issuer elects to appoint another entity as Paying Agent, in which event that other entity shall act as a Paying Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
Payment Day	any day which is a Business Day and upon which a payment is due by the Issuer in respect of the Notes, except that, in relation to monies payable to the CSD in accordance with these Terms and Conditions, it means the first date on which (i) the full amount of such monies have been received by the CSD, (ii) such monies are available for payment to the holders of Beneficial Interests and (iii) notice to that effect has been duly given to such holders in accordance with the Applicable Procedures;
Person	shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
Previous Programme Memoranda	the programme memoranda dated 28 March 2013 and 28 April 2017 respectively, prepared by the Issuer in relation to the Programme;
Programme	Hospitality Property Fund Limited ZAR10,000,000,000 Domestic Medium Term Note Programme under which the Issuer may from time to time issue Notes;
Programme Amount	the maximum aggregate Outstanding Nominal Amount of all of the Notes that may be issued under the Programme at any one point in time (including Notes issued under the Programme pursuant to the Previous Programme Memoranda), being ZAR10,000,000,000 or such increased amount as is determined by the Issuer from time to time, subject to the Applicable Procedures, Applicable Laws and the Programme Agreement, as set out in the section of this Programme Memorandum headed " <i>General Description of the Programme</i> ";
Programme Date	the date of this Programme Memorandum being 31 January 2019;
Rating	in relation to the Issuer and/or the Programme and/or a Tranche of Notes (where applicable), as the case may be, the national scale rating of the Issuer and/or the Programme and/or the Tranche of Notes, as the case may be, granted by the Rating Agency, specified in the Applicable Pricing Supplement;
Rating Agency	Global Credit Rating Co. Proprietary Limited (GCR), Standard & Poor's Ratings Services (S&P) or Moody's Investors Service Limited (Moody's), as the case may be, and their successors or any other rating agency of equivalent national or international standing specified from time to time by the Issuer in the Applicable Pricing Supplement (if applicable) and/or notified to Noteholders pursuant to Condition 18 (<i>Notices</i>);

Redemption Date	in relation to a Tranche of Notes, the date upon which the Notes are redeemed by the Issuer, in accordance with Condition 10 (<i>Redemption and Purchase</i>);
Reference Banks	four leading banks in the South African inter-bank market selected by the Calculation Agent;
Reference Rate	in relation to a Tranche of Notes (where applicable), the rate specified as such in the Applicable Pricing Supplement;
Reference Price	in relation to a Tranche of Notes (where applicable), the price specified as such in the Applicable Pricing Supplement;
Register	the register of Noteholders kept by or on behalf of the Transfer Agent in terms of Condition 13 (<i>Register</i>);
Regular Period	<p>(a) in the case of Notes where interest is scheduled to be paid only by means of regular payments, each period from and including the Interest Commencement Date to but excluding the first Interest Payment Date and each successive period from and including one Interest Payment Date to but excluding the next Interest Payment Date;</p> <p>(b) in the case of Notes where, apart from the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where Regular Date means the Day and the month (but not the year) on which any Interest Payment Date falls; and</p> <p>(c) in the case of Notes where, apart from one Interest Period other than the first Interest Period, interest is scheduled to be paid only by means of regular payments, each period from and including a Regular Date falling in any year to but excluding the next Regular Date, where Regular Date means the Day and month (but not the year) on which any Interest Payment Date falls other than the Interest Payment Date falling at the end of the irregular Interest Period;</p>
Related Party(s)	any direct or indirect holder of shares in the Issuer and any Affiliate of any direct or indirect holder of shares in the Issuer;
Relevant Date	in respect of any payment relating to the Notes, the date on which such payment first becomes due, except that, in relation to monies payable to the CSD in accordance with these Terms and Conditions, it means the first date on which (i) the full amount of such monies have been received by the CSD, (ii) such monies are available for payment to the holders of Beneficial Interests and (iii) notice to that effect has been duly given to such holders in accordance with the Applicable Procedures;
Relevant Screen Page	in relation to a Tranche of Notes (where applicable), the page, section or other part of a particular information service (including, without limitation, Reuters) specified as the Relevant Screen Page in the Applicable Pricing Supplement, or such other page, section or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the Person providing or sponsoring the information appearing there for the

	purpose of displaying rates or prices comparable to the Reference Rate;
Representative	a Person duly authorised to act on behalf of a Noteholder, the Transfer Agent or the Paying Agent, as the case may be, who may be regarded by the Issuer (acting in good faith) as being duly authorised based upon the tacit or express representation thereof by such Representative, in the absence of express notice to the contrary from such Noteholder, the Transfer Agent and the Paying Agent;
RMB	Rand Merchant Bank, a division of FirstRand Bank Limited (registration number 1929/001225/06) a public company with limited liability and a registered bank duly incorporated in accordance with the company and banking laws of South Africa;
Senior Noteholders	the Noteholders of Senior Notes;
Senior Notes	Notes issued with the status and characteristics set out in Condition 5 (<i>Status of Senior Notes</i>), as indicated in the Applicable Pricing Supplement;
SENS	the Stock Exchange News Service;
Series	a Tranche of Notes together with any further Tranche or Tranches of Notes which are: <ul style="list-style-type: none"> (a) expressed to be consolidated and form a single series; and (b) identical in all respects (including as to listing) except for their respective Issue Dates, Interest Commencement Dates and/or Issue Prices;
Settlement Agent	a Participant, approved by the CSD in terms of the Applicable Procedures to perform electronic settlement of both funds and scrip on behalf of market participants;
Specified Currency	in relation to each Note in a Tranche of Notes, subject to all Applicable Laws, the currency specified in the Applicable Pricing Supplement;
Specified Denomination	in relation to each Note in a Tranche of Notes, the amount specified as such in the Applicable Pricing Supplement;
Specified Office	the office of the Transfer Agent, the Paying Agent and/or the Calculation Agent as specified in the Applicable Pricing Supplement;
South Africa	the Republic of South Africa;
Subordinated Indebtedness	in the event of the dissolution of the Issuer or if the Issuer is wound up or placed in liquidation or is subject to business rescue proceedings, any indebtedness of the Issuer, including any guarantee by the Issuer, under which the right of payment of the Person(s) entitled thereto is, or is expressed to be, or is required by any present or future agreement of the Issuer to be, subordinated to the rights of all unsubordinated creditors of the Issuer;
Subordinated Notes	Notes issued with the status and characteristics set out in Condition 6 (<i>Status and Characteristics of Subordinated Notes</i>), as indicated in the Applicable Pricing Supplement;
Subsidiary	a subsidiary company as defined in section 3(1)(a) and (b) of the Companies Act;

Sub-unit	with respect to any currency, the lowest amount of such currency that is available as legal tender in the country of such currency;
Terms and Conditions	the terms and conditions incorporated in this section headed “ <i>Terms and Conditions of the Notes</i> ” and in accordance with which the Notes will be issued;
Tranche	in relation to any particular Series, all Notes which are identical in all respects (including as to listing);
Transfer Agent	RMB, unless the Issuer elects to appoint another entity as a Transfer Agent in which event that other entity shall act as a Transfer Agent in respect of that Tranche or Series of Notes, as indicated in the Applicable Pricing Supplement;
Transfer Form	the written form for the transfer of a Note, in the form approved by the Transfer Agent, and signed by the transferor and transferee;
ZAR	the lawful currency of South Africa, being South African Rand, or any successor currency;
ZAR-JIBAR-SAFEX	the mid-market rate for deposits in ZAR for a period of the Designated Maturity (as indicated in the Applicable Pricing Supplement) that appears on the Reuters Screen SAFEX Page as at 11h00, Johannesburg time on the relevant date; and
Zero Coupon Notes	Notes which will be offered and sold at a discount to their Nominal Amount or at par and will not bear interest other than in the case of late payment, as indicated in the Applicable Pricing Supplement.

2. ISSUE

- 2.1 The Issuer may, at any time and from time to time (without the consent of any Noteholder), issue one or more Tranche(s) of Notes pursuant to the Programme, provided that the aggregate Outstanding Nominal Amount of all of the Notes issued under the Programme from time to time (including all Notes issued under the Programme pursuant to the Previous Programme Memoranda) does not exceed the Programme Amount.
- 2.2 Notes will be issued in individual Tranches which, together with other Tranches, may form a Series of Notes. A Tranche of Notes will be issued on, and subject to, the Terms and Conditions, as replaced, amended and/or supplemented by the terms and conditions of that Tranche of Notes set out in the Applicable Pricing Supplement relating to that Tranche of Notes.
- 2.3 Each Note, may be a Fixed Rate Note, a Floating Rate Note, a Zero Coupon Note, an Index-Linked Note, a Dual Currency Note, a Mixed Rate Note or such combination of any of the foregoing or such other type of Note as may be determined by the Issuer and specified in the relevant Applicable Pricing Supplement.
- 2.4 All payments in relation to the Notes will be made in the Specified Currency. Each Note will be issued in the Specified Denomination.
- 2.5 The Terms and Conditions of a Tranche of Notes are incorporated by reference into the Individual Certificate(s) (if any) representing the Notes in that Tranche. The Applicable Pricing Supplement relating to a Tranche of Notes issued in certificated form will be attached to the Individual Certificate(s) representing the Notes in that Tranche.

3. FORM AND DENOMINATION

3.1 General

3.1.1 A Tranche of Notes may be issued in the form of listed or unlisted Notes, as specified in the Applicable Pricing Supplement.

3.1.2 A Tranche of Notes may be listed on the Interest Rate Market of the JSE or on such other or further Financial Exchange(s) as may be determined by the Issuer and the Dealer(s), subject to any Applicable Laws and Applicable Procedures. Unlisted Notes may also be issued under the Programme. The Applicable Pricing Supplement will specify whether or not a Tranche of Notes will be listed and if so, the Financial Exchange on which such Tranche of Notes will be listed.

3.2 **Registered Notes**

A Tranche of Notes will be issued in certificated form or in uncertificated form, as contemplated in Condition 3.2.1 (*Notes issued in certificated form*) and Condition 3.2.2 (*Notes issued in uncertificated form*), as specified in the Applicable Pricing Supplement. Each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be held in the CSD, as contemplated in Condition 3.2.2 (*Notes issued in uncertificated form*). A Tranche of unlisted Notes may also be held in the CSD, as contemplated in Condition 3.2.3 (*Beneficial Interests in Notes held in the CSD*).

3.2.1 **Notes issued in certificated form**

All Notes issued in certificated form will be represented by Individual Certificates.

3.2.2 **Notes issued in uncertificated form**

A Tranche of Notes which is listed on the Interest Rate Market of the JSE must, subject to Applicable Laws and Applicable Procedures, be issued in uncertificated form in terms of section 33 of the Financial Markets Act. Notes issued in uncertificated form will be held in the CSD. Notes issued in uncertificated form will not be represented by any certificate or written instrument. A Note which is represented by an Individual Certificate may be replaced by uncertificated securities in terms of section 33 of the Financial Markets Act.

3.2.3 **Beneficial Interests in Notes held in the CSD**

(i) A Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued in uncertificated form and held in the CSD. A Tranche of unlisted Notes may also be held in the CSD.

(ii) The CSD will hold Notes subject to the Financial Markets Act and the Applicable Procedures.

(iii) All amounts to be paid in respect of Notes held in the CSD will be paid to the relevant Participant for the holders of Beneficial Interests in such Notes.

(iv) A holder of a Beneficial Interest shall only be entitled to exchange such Beneficial Interest for Notes represented by an Individual Certificate in accordance with Condition 12 (*Exchange of Beneficial Interests and Replacement of Individual Certificates*).

3.2.4 **Recourse to the JSE Debt Guarantee Fund Trust**

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the JSE Debt Guarantee Fund Trust. Claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the JSE Debt Guarantee Fund Trust. Unlisted Notes are not regulated by the JSE.

4. **TITLE**

4.1 **Notes issued in certificated form**

4.1.1 Each holder of Notes represented by an Individual Certificate will be named in the Register as the registered holder of such Notes.

4.1.2 Title to Notes represented by an Individual Certificate will pass upon registration of transfer in the Register in accordance with Condition 14.2 (*Transfer of Notes*).

represented by Individual Certificates).

- 4.1.3 The Issuer, the Transfer Agent and the Paying Agent shall recognise a Noteholder as the sole and absolute owner of the Notes registered in that Noteholder's name in the Register (notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) and shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust, express, implied or constructive, to which any Note may be subject.

4.2 **Notes issued in uncertificated form**

The Noteholder will be named in the Uncertificated Securities Register as the registered holder of each Tranche of Notes which is issued in uncertificated form.

4.3 **Beneficial Interests in Notes held in the CSD**

- 4.3.1 While a Tranche of Notes is held in the CSD, the Noteholder will be named in the Register as the holder of the Notes in that Tranche.
- 4.3.2 Beneficial Interests which are held by Participants will be held directly through the CSD, and the CSD will hold such Beneficial Interests, on behalf of such Participants, through the central securities accounts maintained by the CSD for such Participants
- 4.3.3 Beneficial Interests which are held by clients of Participants will be held indirectly through such Participants, and such Participants will hold such Beneficial Interests, on behalf of such clients, through the securities accounts maintained by such Participants for such clients. The clients of Participants may include the holders of Beneficial Interests or their custodians. The clients of Participants, as the holders of Beneficial Interests or as custodians for such holders, may exercise their rights in respect of the Notes held by them in the CSD only through their Participants.
- 4.3.4 In relation to each Person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the aggregate Nominal Amount of such Notes standing to the account of such Person shall be *prima facie* proof of such Beneficial Interest. However, the Noteholder (as the registered holder of such Notes named in the Register) will be treated by the Issuer, the Paying Agent, the Transfer Agent and the CSD as the holder of that aggregate Nominal Amount of such Notes for all purposes.
- 4.3.5 Beneficial Interests in Notes may be transferred only in accordance with the Applicable Procedures. Such transfers will not be recorded in the Register and the Noteholder will continue to be reflected in the Register as the registered holder of such Notes, notwithstanding such transfers.
- 4.3.6 Any reference in the Terms and Conditions to the relevant Participant shall, in respect of a Beneficial Interest, be a reference to the Participant appointed to act as such by the holder of such Beneficial Interest.

5. **STATUS OF SENIOR NOTES**

Unless otherwise set out in the Applicable Pricing Supplement, the Senior Notes are direct, unconditional, unsubordinated and unsecured obligations of the Issuer and rank *pari passu* and rateably without any preference among themselves and (save for certain debts required to be preferred by law) equally with all other present and future unsecured and unsubordinated obligations of the Issuer from time to time Outstanding.

6. **STATUS AND CHARACTERISTICS OF SUBORDINATED NOTES**

- 6.1 Subordinated Notes constitute direct, unconditional, unsecured and subordinated obligations of the Issuer and rank *pari passu* among themselves and at least *pari passu* with all other present and future unsecured and subordinated obligations of the Issuer, save for those which have been accorded preferential rights by law, or as otherwise set out in the Applicable Pricing Supplement.

6.2 Subject to Applicable Laws, in the event of the dissolution of the Issuer or if the Issuer is placed into liquidation or wound-up or commences business rescue proceedings, the claims of the Persons entitled to payment of amounts due in respect of the Subordinated Notes, shall be subordinated to all other claims in respect of any other indebtedness of the Issuer except for other Subordinated Indebtedness, to the extent that, in any such event, and provided as aforesaid, no amount shall be eligible for setting-off or shall be payable to any or all of the Persons entitled to payment of amounts due in respect of the Subordinated Notes in respect of the obligations of the Issuer thereunder until all other indebtedness of the Issuer which is admissible in any such dissolution, insolvency, business rescue or winding-up (other than Subordinated Indebtedness) has been paid or discharged in full.

7. FINANCIAL COVENANTS

7.1 The Issuer shall for so long as any Note remains Outstanding, ensure that:

7.1.1 the Loan to Value Ratio does not exceed 50% (fifty percent); and

7.1.2 the Interest Cover Ratio is not less than 1.5:1 (one point five to one),

(each a **Financial Covenant** and collectively, the **Financial Covenants**).

7.2 The Issuer shall within 90 (ninety Days) after each Measurement Date:

7.2.1 test the Financial Covenants as at each Measurement Date; and

7.2.2 make available for inspection by the Noteholders, at its registered office, during normal office hours, a certificate signed by any two directors of the Issuer setting out each Financial Covenant together with the calculations thereof (a **Compliance Certificate**).

7.3 In the event of any dispute in respect of any calculation relating to any Financial Covenant, such dispute shall be determined by the Issuer's independent auditors, acting as experts and not as arbitrators (taking into account these Terms and Conditions), whose determination will, in the absence of manifest error, be final and binding on the Issuer and the Noteholders. The cost of such independent auditors in resolving such dispute shall be borne by the Issuer.

7.4 For the purposes of this Condition 7:

(a) **Measurement Date** means each of 31 March and 30 September of each year or such other dates which accord with the Issuer's financial half year or financial year end, as the case may be;

(b) **Measurement Period** means each period of 12 (twelve) months ending on a Measurement Date; and

(c) **Property Portfolio** means all the immovable properties owned by the Hospitality Group from time to time.

7.5 For the purposes of Condition 7.1.1:

(a) **Financial Indebtedness** means any indebtedness, for or in respect of:

(i) moneys borrowed;

(ii) any amount raised by acceptance under any acceptance credit facility;

(iii) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;

(iv) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a finance or capital lease;

(v) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(vi) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a

borrowing;

- (vii) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of that derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount shall be taken into account);
 - (viii) any amount raised by the issue of shares which are redeemable;
 - (ix) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
 - (x) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (i) to (vii) above;
- (b) **Loan to Value Ratio** means the ratio between the Financial Indebtedness of the Hospitality Group and the Property Portfolio Value; and
- (c) **Property Portfolio Value** means the market value of the Property Portfolio.

7.6 For the purposes of Condition 7.1.2:

- (a) **EBITDA** means in respect of each Measurement Period (and as reflected in the most recent published annual consolidated financial statements, or the most recent published interim consolidated financial results of the Hospitality Group), the consolidated net operating income of the Hospitality Group, for such period before taking into account:
- (i) gains or losses from exceptional or extraordinary items;
 - (ii) liability for income and other tax;
 - (iii) interest charged or received;
 - (iv) amortisations in respect of intangible assets;
 - (v) any profit or loss arising on a revaluation of fixed assets; and
 - (vi) depreciation in respect of fixed assets,
 - (vii) and excluding any fair value adjustments which result in no cash flow implications on a going concern basis, including but not limited to any adjustments in accordance with any accounting adjustments to rental income which differ from the cash flows in respect of such rental income;
- (b) **Interest Cover Ratio** means, for any 12 (twelve) month rolling period ending on the date of measurement, the ratio of EBITDA to Net Interest;
- (c) **Net Interest** means in relation to each Measurement Period, the aggregate of all interest incurred by the Hospitality Group (including all net payments due under all derivative transactions but excluding interest charged on debentures and any subordinated debt) less the aggregate of all interest received by the Hospitality Group.

8. INTEREST

8.1 Fixed Rate Notes

- 8.1.1 Each Fixed Rate Note bears interest on its Outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement at the rate(s) per annum equal to the Fixed Rate of Interest so specified, payable in arrears on the Fixed Interest Payment Dates in each year up to and including the Maturity Date.
- 8.1.2 The first payment of interest will be made on the Fixed Interest Payment Date next following the Interest Commencement Date.

- 8.1.3 Except as provided in the Applicable Pricing Supplement, the amount of interest payable per Note on each Fixed Interest Payment Date in respect of the Fixed Interest Period ending on (but excluding) such date will amount to the Fixed Coupon Amount, provided that:
- 8.1.3.1 if an Initial Broken Amount is specified in the Applicable Pricing Supplement, then the first Interest Amount shall equal the Initial Broken Amount specified in the Applicable Pricing Supplement; and
- 8.1.3.2 if a Final Broken Amount is specified in the Applicable Pricing Supplement, then the final Interest Amount shall equal the Final Broken Amount.
- 8.1.4 If interest is required to be calculated for a period other than a Fixed Interest Period, such interest shall be calculated by applying the Fixed Rate of Interest to each Specified Denomination, multiplying such sum by the applicable Day Count Fraction, as specified in the Applicable Pricing Supplement, and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency, half such Sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

8.2 **Floating Rate Notes and Indexed Interest Notes**

8.2.1 *Interest Payment Dates*

Each Floating Rate Note and Indexed Interest Note bears interest on its Outstanding Nominal Amount (or, if it is a Partly Paid Note, the amount paid up) from (and including) the Interest Commencement Date specified in the Applicable Pricing Supplement, and such interest will be payable in arrears on the Interest Payment Date(s) in each year specified in the Applicable Pricing Supplement. Such interest will be payable in respect of each Interest Period (which expression shall, in these Terms and Conditions, mean the period from (and including) an Interest Payment Date (or the Interest Commencement Date) to (but excluding) the next (or first) Interest Payment Date).

8.2.2 *Rate of Interest*

The Rate of Interest payable from time to time in respect of the Floating Rate Notes and Indexed Interest Notes will be determined in the manner specified in the Applicable Pricing Supplement.

8.2.3 *Minimum and/or Maximum Rate of Interest*

If the Applicable Pricing Supplement specifies a Minimum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the above provisions is less than such Minimum Rate of Interest, the Rate of Interest for such Interest Period shall be such Minimum Rate of Interest. If the Applicable Pricing Supplement specifies a Maximum Rate of Interest for any Interest Period, then, in the event that the Rate of Interest in respect of any such Interest Period determined in accordance with the above provisions is greater than such Maximum Rate of Interest, the Rate of Interest for such Interest Period shall be such Maximum Rate of Interest.

8.2.4 *Determination of Rate of Interest and Calculation of Interest Amount*

The Calculation Agent, in the case of Floating Rate Notes and Indexed Interest Notes will at, or as soon as is practicable after, each time at which the Rate of Interest is to be determined, determine the Rate of Interest and calculate the Interest Amount payable in respect of each Floating Rate Note and Indexed Interest Note in respect of each Specified Denomination for the relevant Interest Period, and the Calculation Agent shall notify the Issuer of the Rate of Interest for the relevant Interest Period as soon as is practicable after calculating the same. Each Interest Amount shall be calculated by applying the Rate of Interest to the Specified Denomination, multiplying such sum by the applicable Day Count Fraction and rounding the resultant figure to the nearest Sub-unit of the relevant Specified Currency, half a Sub-unit being rounded upwards or otherwise in accordance with applicable market convention.

8.2.5 *Interest Determination, Screen Rate Determination including Fallback Provisions*

Where ISDA Determination is specified in the Applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will be the relevant ISDA Rate plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any). For the purposes of this sub-paragraph, **ISDA Rate** for an Interest Period means a rate equal to the Floating Amount (as defined in the ISDA Definitions) that would be determined by such agent as a notional under an interest rate swap transaction if that agent were acting as calculation agent for that swap transaction under the terms of an agreement incorporating the most recent ISDA Definitions and under which:

- (a) the Floating Rate Option is as specified in the Applicable Pricing Supplement;
- (b) the Designated Maturity is the period specified in the Applicable Pricing Supplement; and
- (c) the relevant Reset Date is either (i) if the applicable Floating Rate Option is based on ZAR-JIBAR-SAFEX, the first Day of the applicable Interest Period; or (ii) in any other case, as specified in the Applicable Pricing Supplement.

For the purposes of the above sub-paragraph **Floating Rate, Floating Rate Option, Designated Maturity** and **Reset Date** have the meanings given to those terms in the ISDA Definitions specified in the Applicable Pricing Supplement.

Where Screen Rate Determination is specified in the Applicable Pricing Supplement as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period will, subject to the provisions below, be either:

- (a) if the Relevant Screen Page is available,
 - (i) the offered quotation (if only one quotation appears on the Relevant Screen Page); or
 - (ii) the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the offered quotations,

(expressed as a percentage per annum) for the Reference Rate which appears on the Relevant Screen Page as at 11h00 (or as otherwise specified in the Applicable Pricing Supplement) (Johannesburg time) on the Interest Rate Determination Date in question plus or minus (as indicated in the Applicable Pricing Supplement) the Margin (if any), all as determined by the Calculation Agent. If five or more such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean (rounded as provided above) of such offered quotations; or

- (b) if the Relevant Screen Page is not available or if, in the case of (i) above, no such offered quotation appears or, in the case of (a)(ii) above, fewer than three such offered quotations appear, in each case as at the time specified in the preceding paragraph, the Calculation Agent shall request the principal Johannesburg office of each of the Reference Banks to provide the Calculation Agent with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate at approximately 11h00 (Johannesburg time) on the Interest Rate Determination Date in question. If two or more of the Reference Banks provide the Calculation Agent with such offered quotations, the Rate of Interest for such Interest Period shall be the arithmetic mean (rounded if necessary to the fifth decimal place with 0.000005 being rounded upwards) of such offered quotations plus or minus (as appropriate) the Margin (if any), all as determined by the Calculation Agent; or

- (c) if the Rate of Interest cannot be determined by applying the provisions of (a) and (b) above, the Rate of Interest for the relevant Interest Period shall be the rate per annum which the Calculation Agent determines as being the arithmetic mean (rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards) of the rates, as communicated to (and at the request of) the Calculation Agent by the Reference Banks or any two or more of them, at which such banks offered, at approximately 11h00 (Johannesburg time) on the relevant Interest Rate Determination Date, deposits in an amount approximately equal to the nominal amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate to prime banks in the Johannesburg inter-bank market plus or minus (as appropriate) the Margin (if any). If fewer than two of the Reference Banks provide the Calculation Agent with such offered rates, the Rate of Interest for the relevant Interest Period will be determined by the Calculation Agent as the arithmetic mean (rounded as provided above) of the rates for deposits in an amount approximately equal to the Nominal Amount of the Notes of the relevant Series, for a period equal to that which would have been used for the Reference Rate, quoted at approximately 11h00 (Johannesburg time) on the relevant Interest Rate Determination Date, by the Reference Banks plus or minus (as appropriate) the Margin (if any). If the Rate of Interest cannot be determined in accordance with the foregoing provisions of this Condition 8.2 (*Floating Rate Notes and Indexed Interest Notes*), the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin is to be applied to the relevant Interest Period from that which applied to the last preceding Interest Period, the Margin relating to the relevant Interest Period, in place of the Margin relating to that last preceding Interest Period).

If the Reference Rate from time to time in respect of Floating Rate Notes is specified in the Applicable Pricing Supplement as being other than ZAR-JIBAR-SAFEX, the Rate of Interest in respect of such Notes will be determined as provided in the Applicable Pricing Supplement.

8.2.6 *Notification of Rate of Interest and Interest Amount*

The Issuer will cause the Rate of Interest and each Interest Amount for each Interest Period and the relevant Interest Payment Date to be announced on SENS and notified to the JSE and the CSD and/or every other relevant exchange or authority as soon as possible after their determination but in any event no later than the 3rd (third) Business Day before the relevant Interest Payment Date. Each Interest Amount, Interest Payment Date or effective Rate of Interest, as the case may be, so notified may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) in the event of an extension or shortening of the Interest Period or a change in the effective Rate of Interest. Any such amendment will be promptly notified to the JSE, the CSD and/or every other relevant exchange or authority and to the Noteholders via SENS in accordance with Condition 18 (*Notices*) and at least 3 (three) Business Days prior to the relevant Interest Payment Date.

8.2.7 *Certificates to be Final*

All certificates, communications, opinions, determinations, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 8.2, by the Calculation Agent shall (in the absence of wilful deceit, bad faith or manifest error or proven error) be binding on the Issuer and all Noteholders and in the absence as aforesaid no liability to the Issuer or the Noteholders shall attach to the Calculation Agent in connection with the exercise or non-exercise by it of its powers, duties and discretions pursuant to such provisions.

8.3 **Dual Currency Interest Notes**

In the case of Dual Currency Interest Notes, the Interest Rate or Interest Amount

payable shall be determined in the manner specified in the Applicable Pricing Supplement.

8.4 **Mixed Rate Notes**

Only unlisted Mixed Rate Notes may be issued under the Programme. The Interest Rate payable from time to time on Mixed Rate Notes shall be the Interest Rate payable on the form of interest-bearing Note (be it a Fixed Rate Note, Floating Rate Note, Index-Linked Note or Dual Currency Note) specified for each respective period, each as specified in the Applicable Pricing Supplement. During each such applicable period, the Interest Rate on the Mixed Rate Notes shall be determined and fall due for payment on the basis that such Mixed Rate Notes are Fixed Rate Notes, Floating Rate Notes, Index-Linked Notes or Dual Currency Notes, as the case may be.

8.5 **Accrual of Interest**

Each Note (or in the case of the redemption of part only of a Note, that part only of such Note) will cease to bear interest (if any) from the date of its redemption unless, upon due presentation thereof, payment of principal is improperly withheld or refused. In such event, interest will continue to accrue at the Default Rate specified in the Applicable Pricing Supplement until the date on which all amounts due in respect of such Note have been paid, or, in respect of uncertificated Notes, the date on which the full amount of the money payable has been received by the CSD and/or the Participants and notice to that effect has been given to Noteholders in accordance with Condition 18 (*Notices*).

8.6 **Business Day Convention**

If any Interest Payment Date (or other date), which is specified in the Applicable Pricing Supplement to be subject to adjustment in accordance with a Business Day Convention, would otherwise fall on a Day that is not a Business Day, then, if the Business Day Convention specified is:

- (a) the **Floating Rate Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next Day which is a Business Day unless it would thereby fall into the next calendar month, in which event: (i) such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day and (ii) each subsequent Interest Payment Date (or other date) shall be the last Business Day in the month which falls the number of months, or other period specified as the Interest Period in the Applicable Pricing Supplement, after the preceding applicable Interest Payment Date (or other date) has occurred; or
- (b) the **Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next Day which is a Business Day; or
- (c) the **Modified Following Business Day Convention**, such Interest Payment Date (or other date) shall be postponed to the next Day which is a Business Day unless it would thereby fall into the next calendar month, in which event such Interest Payment Date (or other such date) shall be brought forward to the first preceding Business Day; or
- (d) the **Preceding Business Day Convention**, such Interest Payment Date (or other date) shall be brought forward to the first preceding Business Day.

9. **PAYMENTS**

9.1 **General**

- 9.1.1 Payments of principal and/or interest on an Individual Certificate shall be made to the registered holder of such Note, as set forth in the Register on the close of business on the Last Day to Register (as specified in the Applicable Pricing Supplement). In addition to the above, in the case of a final redemption payment, the holder of the Individual Certificate shall be required, on or before the Last Day to Register prior to the Maturity Date, to surrender such Individual Certificate at the offices of the Transfer Agent.

9.1.2 Payments of principal and/or interest in respect of uncertificated Notes shall be made to the CSD, in the name of, and for the account of, the holder or the Participants, as shown in the Uncertificated Securities Register on the Last Day to Register pursuant to the Applicable Procedures, and the Issuer will be discharged of its payment obligations by proper payment, in the name of, and for the account of, the holder or the Participants, in respect of each amount so paid. Each of the Persons shown in the records of the CSD and the Participants, as the case may be, shall look solely to the CSD or the Participant, as the case may be, for his share of each payment so made by the Issuer to the registered holder of such uncertificated Notes.

9.2 **Method of Payment**

9.2.1 Payments will be made in the Specified Currency by credit or transfer, by means of electronic settlement, to the Noteholder.

9.2.2 Payments will be subject in all cases to any fiscal or other laws, directives and regulations applicable thereto in the place of payment, but without prejudice to the provisions of Condition 11 (*Taxation*).

9.2.3 If the Issuer is prevented or restricted directly or indirectly from making any payment by electronic funds transfer in accordance with the preceding paragraph (whether by reason of strike, lockout, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, shortage of or breakdown in facilities, civil commotion, unrest or disturbances, cessation of labour, Government interference or control or any other cause or contingency beyond the control of the Issuer), the Issuer shall make such payment by cheque marked "*not transferable*" (or by such number of cheques as may be required in accordance with applicable banking law and practice to make payment of any such amounts). Such payments by cheque shall be sent by post to the address of the Noteholder as set forth in the Register or, in the case of joint Noteholders, the address set forth in the Register of that one of them who is first named in the Register in respect of that Note.

9.2.4 Each such cheque shall be made payable to the relevant Noteholder or, in the case of joint Noteholders, the first one of them named in the Register. Cheques may be posted by ordinary post, provided that neither the Issuer, the Paying Agent, the CSD nor the Participant shall be responsible for any loss in transmission and the postal authorities shall be deemed to be the agent of the Noteholders for the purposes of all cheques posted in terms of this Condition 9.2.

9.2.5 In the case of joint Noteholders with respect to Notes issued in certificated form, payment by electronic funds transfer will be made to the account of the Noteholder first named in the Register. Payment by electronic transfer to the Noteholder first named in the Register shall discharge the Issuer of its relevant payment obligations under the Notes.

9.3 **Payment Day**

If the date for payment of any amount in respect of any Note is not a Business Day in the relevant place of payment, the applicable Business Day Convention shall apply and the holder thereof shall not be entitled to further interest or other payment in respect of any delay in payment, or if the Business Day Convention is not applicable, the holder thereof shall not be entitled to payment until the next following Business Day, and the holder shall not be entitled to further interest or other payment in respect of such delay.

9.4 **Interpretation of Principal and Interest**

Any reference in these Terms and Conditions to principal in respect of the Notes shall be deemed to include, as applicable:

9.4.1 any additional amounts which may be payable with respect to principal under Condition 11 (*Taxation*);

9.4.2 the Final Redemption Amount of the Notes or the Early Redemption Amount of the Notes, as the case may be;

- 9.4.3 the Optional Redemption Amount(s) (if any), as specified in the Applicable Pricing Supplement, of the Notes;
- 9.4.4 in relation to Instalment Notes, the Instalment Amounts;
- 9.4.5 in relation to Zero Coupon Notes, the Amortised Face Amount (as defined in Condition 10.8.3); and
- 9.4.6 any premium and any other amounts which may be payable by the Issuer under or in respect of the Notes, but excluding for the avoidance of doubt, interest.

Any reference in these Terms and Conditions to interest in respect of the Notes shall be deemed to include, as applicable, any additional amounts which may be payable with respect to interest under Condition 11 (*Taxation*).

10. REDEMPTION AND PURCHASE

10.1 Redemption at Maturity

Unless previously redeemed or purchased and cancelled as specified below, each Note will be redeemed by the Issuer in the Specified Currency at its Final Redemption Amount plus interest (if any) specified in, or determined in the manner specified in, the Applicable Pricing Supplement on the Maturity Date.

10.2 Redemption for Tax Reasons

Notes may be redeemed at the option of the Issuer at any time (in the case of Notes other than Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes having an Interest Rate then determined on a floating or indexed basis) or on any Interest Payment Date (in the case of Floating Rate Notes, Indexed Interest Notes or Mixed Rate Notes), on giving not less than 30 (thirty) Days nor more than 60 (sixty) Days' notice to the Noteholders prior to such redemption, in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable, certified by 2 (two) authorised directors of the Issuer and include particulars of the relevant change pursuant to Condition 10.2.1 below), if the Issuer, immediately prior to the giving of such notice, is of the reasonable opinion that:

- 10.2.1 as a result of any change in, or amendment to, the laws or regulations of South Africa or any political sub-division of, or any authority in, or of, South Africa having power to tax, or any change or amendment which becomes effective after the relevant Issue Date, the Issuer is or would be required to pay additional amounts as provided or referred to in Condition 11 (*Taxation*); and
- 10.2.2 the requirement cannot be avoided by the Issuer taking reasonable measures available to it,

provided that no such notice of redemption shall be given earlier than 90 (ninety) Days prior to the earliest date on which the Issuer would be obliged to pay such additional amounts were a payment in respect of the Notes then due. Notes may be redeemed by the Issuer in accordance with this Condition 10.2 in whole or in part. A redemption in part may be effected by the Issuer:

- 10.2.2.1 notwithstanding that such partial redemption may not entirely avoid such obligation to pay additional amounts as provided for or referred to in Condition 11 (*Taxation*); and
- 10.2.2.2 *mutatis mutandis* in the manner described in Condition 10.3 (*Redemption at the Option of the Issuer*), provided that the references to the giving of notice therein and to the Minimum Redemption Amount and the Higher Redemption Amount (both as specified in the Applicable Pricing Supplement) therein shall be disregarded for such purposes.

Notes redeemed for tax reasons pursuant to this Condition 10.2 will be redeemed at their Early Redemption Amount referred to in Condition 10.8 (*Early Redemption Amounts*), together (if appropriate) with interest accrued from (and including) the immediately preceding Interest Payment Date to (but excluding) the date of redemption or as specified in the Applicable Pricing Supplement.

10.3 **Redemption at the Option of the Issuer**

- 10.3.1 If the Issuer is specified in the Applicable Pricing Supplement as having an option to redeem, the Issuer may, having given not less than 30 (thirty) Days nor more than 60 (sixty) Days irrevocable notice to the Noteholders in accordance with Condition 18 (*Notices*) or unless otherwise specified with the Applicable Pricing Supplement, redeem all or some of the Notes (to which such Applicable Pricing Supplement relates) then Outstanding on the Optional Redemption Date(s) and at the Optional Redemption Amount(s) specified in, or determined in the manner specified in, the Applicable Pricing Supplement, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).
- 10.3.2 Any such redemption must be of a Nominal Amount equal to the Minimum Redemption Amount or a Higher Redemption Amount, both as indicated in the Applicable Pricing Supplement.
- 10.3.3 In the case of a partial redemption of Notes, the Notes to be redeemed (**Redeemed Notes**) will be selected individually by lot, in the case of Redeemed Notes represented by Individual Certificates, and in accordance with the Applicable Procedures in the case of Redeemed Notes which are uncertificated, and in each case not more than 30 (thirty) Days prior to the date fixed for redemption (such date of selection being hereinafter called the **Selection Date**).
- 10.3.4 In the case of Redeemed Notes represented by Individual Certificates, a list of the serial numbers of such Redeemed Notes will be published in accordance with Condition 18 (*Notices*) not less than 30 (thirty) Days prior to the date fixed for redemption. The aggregate Nominal Amount of Redeemed Notes represented by Individual Certificates shall bear the same proportion to the aggregate Nominal Amount of all Redeemed Notes as the aggregate Nominal Amount of Individual Certificates outstanding bears to the aggregate Nominal Amount of the Notes outstanding, in each case on the Selection Date, provided that such first mentioned Nominal Amount shall, if necessary, be rounded downwards to the nearest integral multiple of the Specified Denomination and the aggregate Nominal Amount of Redeemed Notes which are uncertificated shall be equal to the balance of the Redeemed Notes. No exchange of the relevant uncertificated Notes will be permitted during the period from and including the Selection Date to and including the date fixed for redemption pursuant to this sub-paragraph, and notice to that effect shall be given by the Issuer to the Noteholders in accordance with Condition 18 (*Notices*) at least 10 (ten) Days prior to the Selection Date.
- 10.3.5 Holders of Redeemed Notes shall surrender the Individual Certificates, if any, representing the Notes in accordance with the provisions of the notice given to them by the Issuer as contemplated above. Where only a portion of the Notes represented by such Individual Certificates are redeemed, the Transfer Agent shall deliver new Individual Certificates to the Noteholders, as the case may be, in respect of the balance of the Notes.

10.4 **Redemption at the Option of the Senior Noteholders**

- 10.4.1 If Senior Noteholders are specified in the Applicable Pricing Supplement as having an option to request the redemption of Senior Notes, such Senior Noteholders may exercise such option in respect of such Senior Notes by delivering to the Transfer Agent, in accordance with Condition 18 (*Notices*), a duly executed notice (**Put Notice**), at least 30 (thirty) Days but not more than 60 (sixty) Days, prior to the Optional Redemption Date.
- 10.4.2 For redemption in part, the redemption amount specified in such Put Notice in respect of any such Senior Note must be of a principal amount equal to or greater than the Minimum Redemption Amount or equal to or less than the Higher Redemption Amount, each as indicated in the Applicable Pricing Supplement.
- 10.4.3 The redemption by the Senior Noteholders of uncertificated Senior Notes shall take place in accordance with the Applicable Procedures.
- 10.4.4 The Issuer shall proceed to redeem the Senior Notes in respect of which such

option has been exercised in accordance with the terms of the Applicable Pricing Supplement, at the Optional Redemption Amount and on the Optional Redemption Date, together, if appropriate, with interest accrued to (but excluding) the Optional Redemption Date(s).

- 10.4.5 In the event that the redeeming Senior Noteholder is the holder of an Individual Certificate, then such Senior Noteholder shall (attached to the Put Notice) deliver the Individual Certificate to the Transfer Agent at least 1 (one) Business Day prior to the Optional Redemption Date, for cancellation, failing which the Put Notice shall be invalid. A holder of an Individual Certificate shall, in that holder's Put Notice, specify a bank account into which the redemption payment amount is to be paid.
- 10.4.6 The delivery of Put Notices shall be required to take place during normal office hours to the Transfer Agent. Put Notices shall be available for inspection at the Specified Offices of the Transfer Agent.
- 10.4.7 Any Put Notice given by a holder of any Senior Note pursuant to this paragraph shall be irrevocable except where, after giving the notice but prior to the due date of redemption, an Event of Default shall have occurred and be continuing in which event such Senior Noteholder, at its option, may elect by notice to the Issuer, delivered at least 1 (one) Business Day prior to the Optional Redemption Date, to withdraw the notice given pursuant to this paragraph and instead to declare such Senior Note forthwith due and payable pursuant to Condition 16 (*Events of Default*).
- 10.4.8 The Issuer shall have no liability to remedy any defects in any Put Notice or bring any such defects to the attention of any Noteholder.

10.5 **Redemption in the event of a Change of Control**

The provisions of this Condition 10.5 (*Redemption in the event of a Change of Control*) shall apply if specified as applicable in the Applicable Pricing Supplement.

- 10.5.1 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) a Rating Downgrade occurs in relation to the Issuer and/or the Programme and/or any Notes rated by a Rating Agency, as the case may be; or
 - (B) if, at the time the Change of Control occurs, the Issuer and/or the Programme and/or the Notes, as the case may be, are not so rated, a Negative Rating Event occurs.
- 10.5.2 Promptly upon the Issuer becoming aware that a Change of Control Event has occurred, the Issuer shall give notice to the Noteholders in accordance with Condition 18 (*Notices*) specifying the nature of the Change of Control Event and the circumstances giving rise to it and the procedure for exercising the option set out in Condition 10.5.4.
- 10.5.3 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 (*Notices*) issued a notice to convene a meeting of Noteholders within 30 (thirty) Days of the date on which the Negative Rating Event or Rating Downgrade occurred, as the case may be; and
 - (ii) resolved in terms of Condition 20 (*Meetings of Noteholders/Consent Process*) 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 (fifteen) Days of having received a written notice from that Class of Noteholders to redeem such Note (a **Change of Control Redemption Notice**).

10.5.4 The option to require the Issuer to redeem the Notes in accordance with Condition 10.5.3 shall be exercisable by a Class of Noteholders by the delivery of a Change of Control Redemption Notice to the Issuer at its registered office within 60 (sixty) Days after the occurrence of a Change of Control Event, unless prior to the delivery by that Noteholder of its Change of Control Redemption Notice the Issuer gives notice to redeem the Notes.

10.5.5 For the purposes of this Condition 10.5:

- (a) **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;
- (b) 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;
- (c) **Change of Control Period** means, in relation to a Change of Control of the Issuer, the period commencing 60 (sixty) Days prior to such Change of Control and ending 60 (sixty) Days after such Change of Control;
- (d) **Control** of the Issuer means (A) the holding beneficially of more than 50% (fifty percent) of the issued shares of the Issuer (excluding any part of the issued shares that carry no right to participate beyond a specified amount in a distribution of either profits or capital), or (B) the power to cast, or control the casting of votes in respect of, such number of the shares in the issued shares of the Issuer carrying more than 50% (fifty percent) of the total number of votes that may be cast at a general meeting of the shareholders of the Issuer;
- (e) **Investment Grade Rating** means a national scale rating of **Baa3za** by Moody's, **zaBBB-** by S&P, **BBB-(RSA)** by GCR (Proprietary) Limited or its equivalent for the time being, or better;
- (f) a **Negative Rating Event** shall, in relation to Notes that are unrated and/or where no rating is assigned to the Issuer and/or the Programme, as the case may be, by a Rating Agency at the time a Change of Control occurs, be deemed to have occurred if:
 - (A) the Issuer does not on or before the 60th (sixtieth) Business Day after the commencement of the Change of Control Period seek, and use all reasonable endeavours to obtain from a Rating Agency, a Rating in respect of itself and/or the Programme and/or the Notes, as the case may be, that are not rated; and
 - (B) if it does so seek and use such endeavours, it has not, at the expiry of the Change of Control Period and as a result of such Change of Control, obtained an Investment Grade Rating in respect of itself and/or the Programme and/or such Notes, as the case may be;
- (g) **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 any Rating Agency is:

- (A) withdrawn; or
- (B) changed from an Investment Grade Rating to a non-Investment Grade Rating; or
- (C) in the case of a non-Investment Grade Rating, downgraded by any Rating Agency by one or more Rating Notches,

provided that no Rating Downgrade shall have occurred if the Rating assigned to the Issuer and/or the Programme and/or the Notes, as the case may be, is substituted for an Investment Grade Rating by another Rating Agency; and

- (h) **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 similar lower or equivalent Rating.

10.6 **Redemption in the event of a failure to maintain JSE Listing or Rating**

The provisions of this Condition 10.6 (*Redemption in the event of a failure to maintain JSE Listing or Rating*) shall apply if specified in the Applicable Pricing Supplement.

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

10.6.1.1 ensure that those Notes remain listed on the Interest Rate Market of the JSE (the **JSE Listing**); and

10.6.1.2 maintain a Rating (whether or not specified in the Applicable Pricing Supplement) in respect of the Issuer, the Notes or the Programme, as the case may be, if rated.

10.6.2 If a breach of one of the undertakings in Condition 10.6.1.1 and Condition 10.6.1.2 above occurs, then the Issuer shall within 3 (three) Business Days of such breach and in accordance with Condition 18 (*Notices*), give notice (the **Issuer Redemption Notice**) of such breach and the procedure for exercising the option set out in Condition 10.6.3 below to the Noteholders.

10.6.3 Each Noteholder may within the period ending 45 (forty-five) Business Days of receipt of the Issuer Redemption Notice (the **Election Period**), require the Issuer to redeem its Notes on:

10.6.3.1 the Interest Payment Date immediately following the Election Period; or

10.6.3.2 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 18 (*Notices*). A Noteholders' option to redeem shall expire at the end of the Election Period.

10.6.4 The Issuer shall, in accordance with Condition 10.6.3 above, redeem the Notes relevant to each Noteholder Redemption Notice at the Early Redemption Amount calculated in accordance with Condition 10.8 (*Early Redemption Amounts*), together with accrued interest (if any).

10.7 **Clean-Up Call Option**

On any Interest Payment Date on which the aggregate Outstanding Nominal Amount of the Notes of a Series is equal to or less than 15% (fifteen percent) of the maximum aggregate Nominal Amount of the Notes of that Series that have been issued at any time, and upon giving not less than 20 Days' notice to the Noteholders in accordance with Condition 18 (*Notices*) (which notice shall be irrevocable), the Issuer may redeem all, but not some only, of the Notes of that Series at their Early Redemption Amount referred to in Condition 10.8 (*Early Redemption Amounts*), together with accrued unpaid interest (if any) from (and including) the immediately preceding Interest Payment Date to (but excluding) the date of redemption.

10.8 **Early Redemption Amounts**

For the purpose of Conditions 10.2 (*Redemption for Tax Reasons*) Condition 10.3 (*Redemption at the Option of the Issuer*), Condition 10.4 (*Redemption at the Option of the Senior Noteholders*), Condition 10.5 (*Redemption in the event of a Change of Control*), Condition 10.6 (*Redemption in the event of a failure to maintain JSE Listing or Rating*), Condition 10.7 (*Clean-Up Call Option*) and/or Condition 16 (*Events of Default*), the Notes will be redeemed at the Early Redemption Amount calculated as follows:

- 10.8.1 in the case of Notes with a Final Redemption Amount equal to the Issue Price, at the Final Redemption Amount thereof; or
- 10.8.2 in the case of Notes (other than Zero Coupon Notes) with a Final Redemption Amount which is or may be less or greater than the Issue Price, at the amount specified in, or determined in the manner specified in, the Applicable Pricing Supplement or, if no such amount or manner is so specified in the Pricing Supplement, at their Nominal Amount; or
- 10.8.3 in the case of Zero Coupon Notes, at an amount (the **Amortised Face Amount**) equal to the sum of: (i) the Reference Price; and (ii) the product of the Implied Yield (compounded annually) being applied to the Reference Price from (and including) the Issue Date to (but excluding) the date fixed for redemption or (as the case may be) the date upon which such Note becomes due and repayable; or
- 10.8.4 such other amount or method of calculation of the amount payable as is provided in the Applicable Pricing Supplement.

Where such calculation is to be made for a period which is not a whole number of years, it shall be calculated on the basis of actual Days elapsed divided by 365 (three hundred and sixty five), or such other calculation basis as may be specified in the Applicable Pricing Supplement.

10.9 **Instalment Notes**

Instalment Notes will be redeemed at the Instalment Amounts and on the Instalment Dates. In the case of early redemption in accordance with Conditions 10.2 (*Redemption for Tax Reasons*) Condition 10.3 (*Redemption at the Option of the Issuer*), Condition 10.4 (*Redemption at the Option of the Senior Noteholders*), Condition 10.5 (*Redemption in the event of a Change of Control*), Condition 10.6 (*Redemption in the event of a failure to maintain JSE Listing or Rating*), Condition 10.7 (*Clean-Up Call Option*) and/or Condition 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.8 (*Early Redemption Amounts*).

10.10 **Partly Paid Notes**

If the Notes are Partly Paid Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in accordance with the provisions of this Condition 10 (*Redemption and Purchase*) and the Applicable Pricing Supplement. In the case of early redemption in accordance with Conditions 10.2 (*Redemption for Tax Reasons*) Condition 10.3 (*Redemption at the Option of the Issuer*), Condition 10.4 (*Redemption at the Option of the Senior Noteholders*), Condition 10.5 (*Redemption in the event of a Change of Control*), Condition 10.6 (*Redemption in the event of a failure to maintain JSE Listing or Rating*), Condition 10.7 (*Clean-Up Call Option*)] and/or Condition 16 (*Events of Default*), the Early Redemption Amount will be determined pursuant to Condition 10.8 (*Early Redemption Amounts*).

10.11 **Exchangeable Notes**

If the Notes are Exchangeable Notes, they will be redeemed, whether at maturity, early redemption or otherwise, in the manner indicated in the Applicable Pricing Supplement. Exchangeable Notes in respect of which Mandatory Exchange is indicated in the Applicable Pricing Supplement as applying, or upon the exercise by the Noteholder of the Noteholder's Exchange Right (if applicable), will be redeemed by the Issuer delivering to each Noteholder as many of the Exchange Securities as

are required in accordance with the Exchange Price. The delivery by the Issuer of the Exchange Securities in the manner set out in the Applicable Pricing Supplement shall constitute the *in specie* redemption in full of such Notes.

10.12 **Purchases**

The Issuer or any Related Party may at any time purchase Notes (in the open market or in privately negotiated transactions with any Noteholders) at any price in the open market or otherwise. Such Notes may, subject to Applicable Laws, be held, resold, or, at the option of the Issuer and/or any Related Party, as the case may be, surrendered to the Transfer Agent for cancellation.

10.13 **Cancellation**

All Notes which have been redeemed will forthwith be cancelled. All Notes so cancelled shall be forwarded to the Issuer and cannot be re-issued or resold. Where only a portion of Notes represented by an Individual Certificate are cancelled, the Transfer Agent shall deliver an Individual Certificate to such Noteholder in respect of the balance of the Notes.

10.14 **Late Payment on Zero Coupon Notes**

If the amount payable in respect of any Zero Coupon Note upon redemption of such Zero Coupon Note pursuant to Condition 10 (*Redemption and Purchase*) or upon its becoming due and repayable as provided in Condition 16 (*Events of Default*) is improperly withheld or refused, the amount due and repayable in respect of such Zero Coupon Note shall be the amount calculated as provided in Condition 10.8.3 as though the references therein to the date fixed for the redemption or the date upon which such Zero Coupon Note becomes due and payable were replaced by references to the date which is the earlier of: (i) the date on which all amounts due in respect of such Zero Coupon Note have been paid; and (ii) 5 (five) Days after the date on which the full amount of the moneys payable has been received by the CSD, and notice to that effect has been given to the Noteholder in accordance with Condition 18 (*Notices*).

10.15 **Applicable Procedures**

The redemption and partial redemption of Beneficial Interests shall take place in accordance with the Applicable Procedures and the Financial Markets Act.

11. **TAXATION**

11.1 All payments of principal and interest in respect of the Notes by the Issuer will be made without withholding or deduction for or on account of any present or future taxes or duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of South Africa or any political subdivision or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law.

11.2 In such event, the Issuer will pay such additional amounts as shall be necessary in order that the net amounts received by the holders of the Notes after such withholding or deduction shall equal the respective amounts of principal and interest which would otherwise have been receivable in respect of the Notes, as the case may be, in the absence of such withholding or deduction, except that no such additional amounts shall be payable with respect to any Note:

11.2.1 held by or on behalf of a Noteholder who is liable for such taxes or duties in respect of such Note by reason of his having some connection with South Africa other than the mere holding of such Note or the receipt of principal or interest in respect thereof; or

11.2.2 presented for payment by or on behalf of, or held by, a Noteholder who could lawfully avoid (but has not so avoided) such withholding or deduction by complying with any statutory requirements in force at the present time or in the future by making a declaration of non-residence or other similar claim or filing for exemption to which it is entitled to by the relevant tax authority or the Paying Agent (the effect

- of which is not to require the disclosure of the identity of the relevant Noteholder); or
- 11.2.3 where such withholding or deduction is in respect of taxes levied or imposed on interest or principal payments only by virtue of the inclusion of such payments in the taxable income (as defined in section 1 of the Income Tax Act) or taxable capital gain (as defined in paragraph 1 of Schedule 8 to the Income Tax Act) of any Noteholder; or
- 11.2.4 where (in the case of payment of principal and/or interest which is conditional on surrender and/or presentation of the relevant Individual Certificate in accordance with the Terms and Conditions) the relevant Individual Certificate is surrendered and/or presented more than 30 (thirty) Days after the Relevant Date, except to the extent that the Noteholder thereof would have been entitled to an additional amount on presenting the same for payment on such thirtieth Day;
- 11.2.5 held by or on behalf of a Noteholder who is a foreign person (i.e. non-resident for tax purposes) and who does not qualify for any of the exemptions to the withholding tax on interest (levied in terms of section 50B of the Income Tax Act, as may be amended from time to time), in terms of section 50D of the Income Tax Act; or
- 11.2.6 if such withholding or deduction arises through the exercise by revenue authorities of special powers in respect of tax defaulters.
- 11.3 Any reference in these Terms and Conditions to any amounts in respect of the Notes shall be deemed also to refer to any additional amounts which may be payable under these Terms and Conditions or under any undertakings given in addition to, or in substitution for, these Terms and Conditions.

12. EXCHANGE OF BENEFICIAL INTERESTS AND REPLACEMENT OF INDIVIDUAL CERTIFICATES

12.1 Exchange of Beneficial Interests

- 12.1.1 The holder of a Beneficial Interest in Notes may, in terms of the Applicable Procedures and subject to section 42 of the Financial Markets Act, by written notice to the holder's nominated Participant (or, if such holder is a Participant, the CSD), request that such Beneficial Interest be exchanged for Notes in definitive form represented by an Individual Certificate (the **Exchange Notice**). The Exchange Notice shall specify (i) the name, address and bank account details of the holder of the Beneficial Interest and (ii) the Day on which such Beneficial Interest is to be exchanged for an Individual Certificate; provided that such Day shall be a Business Day and shall fall not less than 30 (thirty) Days after the Day on which such Exchange Notice is given.
- 12.1.2 The holder's nominated Participant will, following receipt of the Exchange Notice, through the CSD, notify the Transfer Agent that it is required to exchange such Beneficial Interest for Notes represented by an Individual Certificate. The Transfer Agent will, as soon as is practicable but within 14 (fourteen) Days after receiving such notice, in accordance with the Applicable Procedures, procure that an Individual Certificate is prepared, authenticated and made available for delivery, on a Business Day falling within the aforementioned 14 (fourteen) Day period, to the holder of the Beneficial Interest at the Specified Office of the Transfer Agent; provided that joint holders of a Beneficial Interest shall be entitled to receive only one Individual Certificate in respect of that joint holding, and the delivery to one of those joint holders shall be delivery to all of them.
- 12.1.3 In the case of the exchange of a Beneficial Interest in Notes issued in uncertificated form:
- 12.1.3.1 the CSD will surrender (through the CSD system) such uncertificated Notes to the Transfer Agent at its Specified Office; and
- 12.1.3.2 the Transfer Agent will obtain the release of such uncertificated Notes from the CSD in accordance with the Applicable Procedures.

12.1.4 An Individual Certificate shall, in relation to a Beneficial Interest in any number of Notes issued in uncertificated form of a particular aggregate Nominal Amount standing to the account of the holder thereof, represent that number of Notes of that aggregate Nominal Amount, and shall otherwise be in such form as may be agreed between the Issuer and the Transfer Agent; provided that if such aggregate Nominal Amount is equivalent to a fraction of the Specified Denomination or a fraction of any multiple thereof, such Individual Certificate shall be issued in accordance with, and be governed by, the Applicable Procedures.

12.2 **Replacement**

If any Individual Certificate is worn out, mutilated, defaced, stolen, destroyed or lost it may be replaced at the Specified Office of the Transfer Agent, on payment by the claimant of such costs and expenses as may be incurred in connection therewith and the provision of such indemnity as the Issuer and the Transfer Agent may reasonably require. Worn out, mutilated or defaced Individual Certificates must be surrendered at the Specified Office of the Transfer Agent before replacements will be issued.

12.3 **Death and sequestration or liquidation of Noteholder**

Any Person becoming entitled to Notes as a consequence of the death, sequestration or liquidation of the holder of such Notes may, upon producing evidence to the satisfaction of the Issuer that he holds the position in respect of which he proposes to act under this Condition 12.3, or of his title as the Issuer and the Transfer Agent shall require, be registered himself as the holder of such Notes or, subject to the Applicable Procedures, this Condition 12.3 and Condition 14.2 (*Transfer of Notes represented by Individual Certificates*), may transfer such Notes. The Issuer and (if applicable) the CSD and the relevant Participant shall be entitled to retain any amount payable upon the Notes to which any Person is so entitled until such Person shall be registered as aforesaid or until such time such Notes are duly transferred.

12.4 **Costs**

The costs and expenses of the printing, issue and delivery of each Individual Certificate and all taxes and governmental charges that may be imposed in relation to such Individual Certificate and/or the printing, issue and delivery of such Individual Certificate shall be borne by the holder of the Notes represented by that Individual Certificate. Separate costs and expenses relating to the provision of Individual Certificates and/or the transfer of Notes may be levied by other Persons, such as a Participant, under the Applicable Procedures, and such costs and expenses shall not be borne by the Issuer. The costs and expenses of the delivery of Individual Certificates and all taxes or governmental charges or insurance charges that may be imposed in relation to such mode of delivery shall be borne by the Noteholder.

13. **REGISTER**

13.1 The Register of Noteholders in respect of Notes in certificated form:

13.1.1 shall be kept at the Specified Office of the Transfer Agent and a copy thereof shall be made available for inspection by registered certificates Noteholders at the Specified Offices of the Issuer or such other Person as may be appointed for the time being by the Issuer to maintain the Register;

13.1.2 shall contain the names, addresses and bank account numbers of the registered Noteholders;

13.1.3 shall show the total Nominal Amount of the Notes held by Noteholders;

13.1.4 shall show the dates upon which each of the Noteholders was registered as such;

13.1.5 shall show the serial numbers of the Individual Certificates and the dates of issue thereof;

13.1.6 shall be open for inspection at all reasonable times during business hours on Business Days by any Noteholder or any Person authorised in writing by a Noteholder; and

- 13.1.7 shall be closed during the Books Closed Period.
- 13.2 The Transfer Agent shall alter the Register in respect of any change of name, address or account number of any of the Noteholders of which it is notified.
- 13.3 Except as provided for in these Terms and Conditions or as required by law, in respect of Notes, the Issuer will only recognise a Noteholder as the owner of the Notes registered in that Noteholder's name as per the Register.
- 13.4 Except as provided for in these Terms and Conditions or as required by law, the Issuer shall not be bound to enter any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Individual Certificate may be subject.
- 13.5 The Uncertificated Securities Register maintained by the CSD in respect of Notes in uncertificated form in accordance with Applicable Laws and the Applicable Procedures will form part of the Register.

14. TRANSFER OF NOTES

Subject to the Applicable Laws, title to Notes will be freely transferable and will pass upon registration of transfer in accordance with provisions set out below:

14.1 ***Transfer of Beneficial Interests in Notes held in the CSD***

- 14.1.1 Beneficial Interests may be transferred only in accordance with the Applicable Procedures through the CSD.
- 14.1.2 Transfers of Beneficial Interests to and from clients of Participants occur by way of electronic book entry in the securities accounts maintained by the Participants for their clients, in accordance with the Applicable Procedures.
- 14.1.3 Transfers of Beneficial Interests among Participants occur through electronic book entry in the central securities accounts maintained by the CSD for the Participants, in accordance with the Applicable Procedures.
- 14.1.4 Transfers of Beneficial Interests in Notes will not be recorded in the Register and the CSD will continue to be reflected in the Register as the Noteholder of such Notes notwithstanding such transfers.

14.2 ***Transfer of Notes represented by Individual Certificates***

- 14.2.1 In order for any transfer of Notes represented by an Individual Certificate to be recorded in the Register, and for such transfer to be recognised by the Issuer:
 - 14.2.1.1 the transfer of such Notes must be embodied in a Transfer Form;
 - 14.2.1.2 the Transfer Form must be signed by the registered Noteholder of such Notes and the transferee, or any Representatives of that registered Noteholder or transferee; and
 - 14.2.1.3 the Transfer Form must be delivered to the Transfer Agent at its Specified Office together with the Individual Certificate representing such Notes for cancellation.
- 14.2.2 Notes represented by an Individual Certificate may only be transferred, in whole or in part, in amounts of not less than the Specified Denomination (or any multiple thereof).
- 14.2.3 Subject to this Condition 14.2, the Transfer Agent will, within 3 (three) Business Days of receipt by it of a valid Transfer Form (or such longer period as may be required to comply with any Applicable Laws and/or Applicable Procedures), record the transfer of Notes represented by an Individual Certificate (or the relevant portion of such Notes) in the Register, and authenticate and deliver to the transferee at the Transfer Agent's Specified Office or, at the risk of the transferee, send by mail to such address as the transferee may request, a new Individual Certificate in respect of the Notes transferred reflecting the Outstanding Nominal Amount of the Notes transferred.

- 14.2.4 Where a Noteholder has transferred a portion only of Notes represented by an Individual Certificate, the Transfer Agent will authenticate and deliver to such Noteholder at the Transfer Agent's Specified Office or, at the risk of such Noteholder, send by mail to such address as such Noteholder may request, at the risk of such Noteholder, a new Individual Certificate representing the balance of the Notes held by such Noteholder.
- 14.2.5 The transferor of any Notes represented by an Individual Certificate will be deemed to remain the owner thereof until the transferee is registered in the Register as the holder thereof.
- 14.2.6 Before any transfer of Notes represented by an Individual Certificate is registered in the Register, all relevant transfer taxes (if any) must have been paid by the transferor and/or the transferee and such evidence must be furnished as the Issuer and the Transfer Agent may reasonably require as to the identity and title of the transferor and the transferee.
- 14.2.7 No transfer of any Notes represented by an Individual Certificate will be registered whilst the Register is closed as contemplated in Condition 13 (*Register*).
- 14.2.8 If a transfer of any Notes represented by an Individual Certificate is registered in the Register, the Transfer Form and cancelled Individual Certificate will be retained by the Transfer Agent.
- 14.2.9 In the event of a partial redemption of Notes under Condition 10.3 (*Redemption at the Option of the Issuer*), the Transfer Agent shall not be required in terms of Condition 10.3 (*Redemption at the Option of the Issuer*), to register the transfer of any Notes during the period beginning on the tenth Day before the date of the partial redemption and ending on the date of the partial redemption (both inclusive).

15. **PRESCRIPTION**

The Notes will become void unless presented for payment of principal within a period of three years after their redemption date.

16. **EVENTS OF DEFAULT**

16.1 **Senior Notes**

16.1.1 If, for any particular Series of Notes, one or more of the following events or unless otherwise set out in the Applicable Pricing Supplement (**Events of Default**) shall have occurred and be continuing:

16.1.1.1 **Non-Payment**

the Issuer fails to pay any principal or interest due under the Senior Notes on its due date for payment thereof and any such failure continues for a period of 5 (five) Business Days, after receiving written notice from any of the Senior Noteholders demanding such payment; or

16.1.1.2 **Financial Covenants**

the Issuer fails to comply with its obligations under Condition 7 (*Financial Covenants*); or

16.1.1.3 **Breach of Material Obligations**

the Issuer fails to perform or observe any of its other material obligations or undertakings (not specifically covered elsewhere in this Condition 16.1) under or in respect of any of the Senior Notes and such failure continues for a period of 30 (thirty) Days after receipt by the Issuer of a notice from the Senior Noteholders (in accordance with Condition 18 (*Notices*)) in respect of such failure specifying the failure and requesting the Issuer to remedy same; or

16.1.1.4 **Cross Default**

the Issuer or any Material Subsidiary, as the case may be, defaults on the payment of the principal or interest, or any obligations in respect of Material

Indebtedness of, or assumed or guaranteed by the Issuer, or any Material Subsidiary, as the case may be, when and as the same shall become due and payable and where notice has been given to the Issuer or any Material Subsidiary, as the case may be, of the default and if such default shall have continued for more than the notice period (if any) applicable thereto and the time for payment of such interest or principal or other obligation has not been effectively extended or waived, or if any such obligations in respect of any Material Indebtedness of, or assumed or guaranteed by, the Issuer or any Material Subsidiary, as the case may be, shall have become repayable before the due date thereof as a result of acceleration of maturity by reason of the occurrence of any Event of Default thereunder; or

16.1.1.5 **Authorisation and Consents**

any action, condition or thing, including obtaining any consent, licence approval or authorisation now or in future necessary to enable the Issuer to comply with its obligations under the Notes is not fulfilled or in place or any such consent, licence, approval or authorisation is revoked, modified, withdrawn or withheld or ceases to be in full force and effect, resulting in the Issuer being unable to perform any of its payment or other obligations in terms of the Notes and the Issuer fails to take reasonable steps to remedy such circumstances within 7 (seven) Business Days of receiving written notice from the Noteholders demanding such remedy; or

16.1.1.6 **Insolvency etc.**

an order by any court of competent jurisdiction or authority for the winding-up, dissolution, business rescue proceedings or placement under supervision and commencement of business rescue proceedings of the Issuer or any Material Subsidiary, as the case may be, is made whether provisionally (and not dismissed or withdrawn within 30 (thirty) Days thereof) or finally, or the Issuer or any Material Subsidiary, as the case may be, is placed under voluntary liquidation or curatorship or a meeting is convened to consider the passing of a resolution, or a resolution is passed, to authorise the implementation of any business rescue proceedings in respect of the Issuer or any Material Subsidiary, provided that no liquidation, curatorship, winding-up, dissolution or business rescue proceedings shall constitute an Event of Default if (i) the liquidation, winding-up, dissolution or business rescue proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganisation or other similar arrangement within the Hospitality Group with any third party; or (ii) the liquidation, winding-up, dissolution or business rescue proceedings is for the purposes of effecting an amalgamation, merger, demerger, consolidation, reorganization or other similar arrangement, the terms of which were approved by an Extraordinary Resolution of Noteholders before the date of the liquidation, winding-up, dissolution or business rescue proceedings; or

16.1.1.7 **Winding-up etc.**

the Issuer or any Material Subsidiary, as the case may be, initiates or consents to judicial proceedings relating to itself under any applicable compromise with creditors, liquidation, winding-up, business rescue or insolvency or other similar laws or compromises or attempts to compromise, with its creditors generally (or any significant class of creditors) or any meeting of creditors is convened by the Issuer or any Material Subsidiary, as the case may be, to consider a proposal for an arrangement or compromise with its creditors generally (or any significant class of its creditors), save for any such initiation, consent, attempt or convening of a meeting which relates to the Issuer or any of its Material Subsidiary and is for the purposes of an internal reconstruction or reorganisation within the Hospitality Group; or

16.1.1.8 **Enforcement Proceedings**

if a Person validly attaches in execution the whole or a material part of the

undertaking or assets of the Issuer or any Material Subsidiary, as the case may be, or an execution or attachment or other process is validly levied, enforced upon, sued out or put in force against the whole or a material part of the undertaking or assets of any of them in both instances following a judgement against the Issuer or any Material Subsidiary, as the case may be, by a court of competent jurisdiction and such is not discharged within 30 (thirty) Days; or

16.1.1.9 **Other**

any other Event of Default provided for such Series, as specified in the Applicable Pricing Supplement,

then any Senior Noteholder may, by written notice to the Issuer at the registered office of the Issuer, effective upon the date of receipt thereof by the Issuer, declare the Senior Notes held by the Senior Noteholder to be forthwith due and payable whereupon the same shall become forthwith due and payable at the Early Redemption Amount (as described in Condition 10.8 (*Early Redemption Amounts*)), together with accrued interest (if any) to the date of repayment, or as specified in the Applicable Pricing Supplement, provided that, notwithstanding the taking of such action, although an amount will be due it may not be payable if the Issuer withholds or refuses to make such payment in order to comply with any law or regulation of South Africa or to comply with any order of a court of competent jurisdiction.

16.1.2 For the purposes of Condition 16.1.1.4, any Material Indebtedness which is in a currency other than South African Rand shall be converted into South African Rand at the spot rate for the sale of South African Rand against the purchase of the relevant currency quoted by any leading bank of South Africa selected on the date of such Event of Default.

16.2 **Subordinated Notes**

16.2.1 If the Issuer defaults in relation to Subordinated Notes in the payment of any amount payable in respect of such Notes, and such default continues for a period of 7 (seven) Business Days after receiving written notice from any of the holders of Subordinated Notes, or if an Event of Default as contemplated in Condition 16.1.1.6 occurs, any holder of a Subordinated Note may, subject as provided below, at its discretion and without notice, institute such proceedings against the Issuer as it may think fit to enforce the obligations of the Issuer under such Subordinated Notes, provided that the Issuer shall not be obliged, save in the case of liquidation, winding-up or business rescue proceedings, to pay any sum or sums sooner than the same would otherwise have been payable by it.

16.2.2 In the event of the winding-up or liquidation, whether finally or provisionally, or business rescue proceedings of the Issuer, otherwise than for the purposes of an amalgamation, merger, consolidation or re-organisation not involving liquidation, winding-up or bankruptcy, then any holder of Subordinated Notes issued by the Issuer may by written notice to the Issuer at its registered office, require that its Subordinated Notes are immediately due and repayable at their Early Redemption Amount together with the accrued interest to the date of payment, save that the Noteholders of Subordinated Notes may only receive payment once all the other creditors of the Issuer have been paid in full.

16.3 **Notification of Event of Default**

If the Issuer becomes aware of the occurrence of any Event of Default, the Issuer shall forthwith notify all Noteholders in accordance with Condition 18 (*Notices*), the Dealer(s) and the JSE in writing.

17. **CALCULATION AGENT, TRANSFER AGENT, PAYING AGENT AND ISSUER AGENT**

Any third party appointed by the Issuer as Calculation Agent, Transfer Agent, Paying Agent, Issuer Agent or otherwise shall act solely as the agents of the Issuer and does not assume any obligation towards or relationship of agency or trust for or with any Noteholders. The Issuer is entitled to vary or terminate the appointment of such agents

and/or appoint additional or other agents and/or approve any change in the Specified Office through which any agent acts.

18. NOTICES

- 18.1 All notices to the holders of Notes represented by Individual Certificates shall be in writing and shall be sent by registered mail to the respective addresses of those Noteholders appearing in the Register or delivered by hand to the respective addresses of those Noteholders appearing in the Register. Each such notice shall be deemed to have been received by the relevant Noteholder on the seventh (7th) day following the day on which the notice was posted as received by a post office (if such notice is sent by registered mail) or the date of delivery (if such notice is delivered by hand).
- 18.2 For so long as all of the Notes in a Tranche are held in their entirety in the CSD, they may be substituted for the notice contemplated in Condition 18.1, by the delivery of the relevant notice to the CSD, the relevant Participant and the Financial Exchange for communication by them to the holders of Beneficial Interests in such Notes in accordance with the Applicable Procedures. Each such notice will be deemed to have been received by the holders of Beneficial Interests on the Day of delivery of such notice to the relevant Participant.
- 18.3 Notwithstanding the provisions of Condition 18.2 and in respect of listed Notes only, notices relating to the dissemination of information by the Issuer (save for any notices relating to the amendment of any Condition in terms of Condition 19 (*Amendment of these Conditions*)) may be announced via SENS.
- 18.4 Any notice to the Issuer shall be deemed to have been received by the Issuer, if delivered to the registered office of the Issuer, on the date of delivery, and if sent by registered mail, on the seventh Day after the Day on which it is sent. The Issuer may change its registered office upon prior written notice to Noteholders specifying such new registered office.
- 18.5 For so long as any of the Notes are uncertificated, notice may be given by any holder of an uncertificated Note to the Issuer via the relevant Settlement Agent in accordance with the Applicable Procedures, in such manner as the Issuer and the relevant Participants may approve for this purpose.

19. AMENDMENT OF THESE CONDITIONS

- 19.1 These Terms and Conditions set out all the rights and obligations relating to the Notes and, subject to the further provisions of this Condition 19 (*Amendment of these Conditions*), no addition, variation or consensual cancellation of these Terms and Conditions shall be of any force or effect unless the JSE has been notified and the amendments have been reduced to writing and signed by or on behalf of the Issuer and the Noteholders.
- 19.2 The Issuer may effect, without the consent of the Noteholders or the relevant Class of Noteholders, as the case may be, any modification of the Terms and Conditions and/or the Applicable Pricing Supplement(s) which is of a technical nature (including any increase in the Programme Amount) or is made to correct a manifest error or to comply with mandatory provisions of any Applicable Laws, provided that the JSE or such other Financial Exchange, as the case may be, is provided with the amended documents immediately after the Noteholders have been notified of such modification or amendment. Any such modification shall be binding on the Noteholders or the relevant Class of Noteholders, as the case may be, and any such modification shall be communicated to the Noteholders or relevant Class of Noteholders, as the case may be, in accordance with Condition 18 (*Notices*) as soon as is practicable thereafter.
- 19.3 Subject to the prior conditional formal approval of the JSE or such other Financial Exchange, as the case may be, the Issuer may with the prior sanction of an Extraordinary Resolution of Noteholders or the relevant Class of Noteholders, as the case may be, amend these Terms and Conditions and/or the Applicable Pricing Supplement(s), provided that no such amendment shall be of any force or effect

unless notice of the intention to make such amendment shall have been given to all Noteholders or the relevant Class of Noteholders, as the case may be, in terms of Condition 18 (*Notices*).

20. MEETINGS OF NOTEHOLDERS / CONSENT PROCESS

20.1 Convening of meetings

- 20.1.1 The Issuer may at any time convene a meeting of Noteholders (a **meeting** or **the meeting**).
- 20.1.2 The Issuer shall convene a meeting upon the requisition in writing of the holders of at least 10% (ten percent) of the aggregate Nominal Amount Outstanding of the Notes (**requisition notice**).
- 20.1.3 Whenever the Issuer wishes or is required to convene a meeting, it shall forthwith give notice in writing to the Noteholders as specified in Condition 20.4 (*Consent Notices*).
- 20.1.4 All meetings of Noteholders shall be held in Johannesburg (unless otherwise provided in the Issuer's constitutive documents).
- 20.1.5 Any director or duly authorised representative of the Issuer, and any other Person authorised in writing by the Issuer, may attend and speak at a meeting of Noteholders, but shall not be entitled to vote, other than as a proxy (as defined below) or duly authorised representative of a Noteholder.

20.2 Requisition

- 20.2.1 A requisition notice shall state the nature of the business for which the meeting is to be held and shall be deposited at the registered office of the Issuer.
- 20.2.2 A requisition notice may consist of several documents in like form, each signed by one or more requisitionists.

20.3 Convening of meetings by requisitionists

If the Issuer does not proceed to cause a meeting to be held within a reasonable period of time after the deposit with the company secretary of the Issuer of a requisition notice, requisitionists who together hold not less than 10% (ten percent) of the aggregate Nominal Amount Outstanding of the Notes for the time being (unless a lower percentage is specified in the Issuer's constitutive documents), may themselves convene the meeting, provided that such meeting so convened shall be held within 60 (sixty) Days from the date of delivery of the requisition notice and shall be convened as nearly as possible in the same manner as that in which meetings may be convened by the Issuer. Notice of the meeting shall be required to be given to the Issuer.

20.4 Consent Notices

- 20.4.1 Unless all Noteholders or all the holders of a relevant Class of Noteholders are present at the meeting and vote to waive the minimum notice period, a minimum of at least 15 (fifteen) Business Days written notice (unless otherwise provided in the Issuer's constitutive documents) specifying the place, Day, time and record date of the proposed meeting and the nature of the business to be transacted thereat shall be given by the Issuer to Noteholders. The notice shall also specify the percentage of voting rights that will be required for the proposed resolution to be adopted and the form of the proposed resolution, and shall include a statement to the effect that Noteholders may appoint proxies (who need not also be Noteholders) and that the participants at the meeting need to provide satisfactory identification. Such notice is required to be given in accordance with Condition 18 (*Notices*).
- 20.4.2 In the case of a written resolution, the notice to Noteholders or a Class of Noteholders, as the case may be, must include the proposed resolutions to be passed, the record date, any restrictions on voting as provided for in these Terms and Conditions, the last date on which a Noteholder or a Class of Noteholders, as

the case may be, may submit its written vote (provided that such date shall be no later than the date falling 20 Business Days after the notice is distributed) as well as the address where the vote must be submitted.

20.5 **Quorum**

20.5.1 At any meeting, one or more Noteholders or relevant Class of Noteholders, as the case may be, present in person or by proxy and holding in aggregate not less than 25% (twenty five percent) of the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting (unless otherwise provided in the Issuer's constitutive documents) shall form a quorum for the transaction of business. If there are more than two Noteholders, then the meeting may not begin until at least three Noteholders are present at the meeting.

20.5.2 No business shall be transacted at a meeting of the Noteholders or any Class of Noteholders unless a quorum is present at the time when the meeting proceeds to business.

20.5.3 Unless otherwise provided in the Issuer's constitutive documents, if, within one hour from the time fixed for the meeting, a quorum is not present, (i) for the meeting to take place, then the meeting shall stand adjourned for one week, or (ii) for the matter to be considered, then the meeting shall be postponed to a later time in the meeting unless there is no other business on the agenda for the meeting, in which case the meeting shall stand adjourned for one week.

20.5.4 The chairman may extend the one hour limit for a reasonable period on the grounds that (a) exceptional circumstances affecting weather or transportation have generally impeded or are generally impeding the ability of the Noteholders to be present at the meeting or (b) one or more particular Noteholders, having been delayed, have communicated an intention to attend the meeting, and those Noteholders, together with others in attendance, would satisfy the quorum requirements for the meeting or the matter to be considered. The Issuer is not required to give further notice of a meeting that has been postponed or adjourned unless the location of the meeting has changed. If at the time appointed for a postponed meeting to begin or an adjourned meeting to resume, the requirements for a quorum have not been satisfied, the Noteholders present in person or by proxy will be deemed to constitute a quorum.

20.6 **Chairman**

The chairman of the meeting shall be appointed by the Issuer.

20.7 **Adjournment**

20.7.1 A meeting, or the consideration of any matter at the meeting, may be adjourned from time to time without further notice, on a motion supported by Persons entitled to exercise, in aggregate, the majority of the voting rights held by all of the Persons who are present at the meeting at the time and that are entitled to be exercised on at least one matter remaining on the agenda of the meeting or on the matter under consideration. Such adjournment may be to a fixed time and place or until further notice (in such case, the notice must then be provided to the Noteholders timeously).

20.7.2 A meeting may not be adjourned beyond the earlier of (i) the date falling 120 Business Days after the record date or (ii) the date falling 60 (sixty) Business Days after the date on which the adjournment occurred (unless otherwise provided in the Issuer's constitutive documents).

20.7.3 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

20.8 **How questions are decided**

20.8.1 At a meeting, a resolution put to the vote shall be decided by a poll unless, before the declaration that such meeting will be conducted by poll, a vote by show of hands is demanded by the chairman or by any one of the Noteholders present in

person or by proxy.

20.8.2 Unless a vote by show of hands is demanded, a declaration by the chairman that on a poll a resolution has been carried, or carried by a particular majority, or lost, shall be conclusive evidence of that fact, without proof of the number or proportion of the votes cast in favour of or against such resolution.

20.8.3 A polled vote must be held on a particular matter to be voted on at a meeting if a demand for a vote is made by (i) at least five persons having the right to vote on the matter either in person or as proxy of the Noteholder or (ii) a person who is, or persons who together are, entitled to exercise at least 10% (ten percent) of the voting rights entitled to be voted on that matter.

20.8.4 In the case of an equality of votes, whether on a poll or a show of hands, the chairman shall not be entitled to a casting vote in addition to the vote, if any, to which he or she is entitled.

20.9 **Votes**

On a show of hands every Noteholder present in person shall have one vote. On a poll every Noteholder, present in person or by proxy, shall have one vote for each ZAR1,000,000 (One Million Rand) of the Nominal Amount Outstanding of the Notes held by him. The joint holders of Notes shall have only one vote on a show of hands and one vote on a poll for each ZAR1,000,000 (One Million Rand) of the Nominal Amount Outstanding of the Notes of which they are the registered holder and the vote may be exercised only by that holder present whose name appears first on the Register in the event that more than one of such joint holders is present in person or by proxy at the meeting. The Noteholder in respect of uncertificated Notes shall vote at any such meeting on behalf of the holders of Beneficial Interests in such Notes in accordance with the instructions to the CSD from the holders of Beneficial Interests conveyed through the Settlement Agents in accordance with the Applicable Procedures.

Notwithstanding anything to the contrary contained herein, any Noteholder that is the Issuer or any of its Subsidiaries shall not be entitled to vote.

20.10 **Proxies and representatives**

20.10.1 Noteholders may:

20.10.1.1 present in person; or

20.10.1.2 through any appointed Person (a proxy), by an instrument in writing (a **form of proxy**) in the form annexed to the notice convening the meeting, signed by the holder or, in the case of a corporation, executed under its common seal or signed on its behalf by an attorney of a duly authorised officer or a duly authorised officer of the corporation,

vote on a poll.

20.10.2 A Person appointed to act as proxy need not be a Noteholder.

20.10.3 The form of proxy shall be deposited at the registered office of the Issuer or at the office where the Register is kept or at such other office as the Issuer may determine not less than 24 (twenty four) hours before the time appointed for holding the meeting or adjourned meeting at which the Person named in such form of proxy proposes to vote, or the chairman decides otherwise and in default, the proxy shall be invalid.

20.10.4 No form of proxy shall be valid after the expiration of 12 (twelve) months from the date named in it as the date of its execution.

20.10.5 A proxy shall have the right to demand or join in demanding a poll.

20.10.6 Notwithstanding Condition 20.10.4 the form of proxy shall be valid for any adjourned meeting, unless the contrary is stated thereon.

20.10.7 A vote given in accordance with the terms of a proxy shall be valid notwithstanding the previous death or incapacity of the principal or revocation of the proxy or of the authority under which the form of proxy was executed or the transfer of Notes in respect of which the proxy was given, provided that no intimation in writing of such death, incapacity or revocation shall have been received by the Issuer at the office of the Transfer Agent more than, and that the transfer has been given effect to less than, 12 (twelve) hours before the commencement of the meeting or adjourned meeting at which the proxy is to be used.

20.10.8 Any Noteholder which is a corporation may by resolution of its directors or other governing body authorise any Person to act as its representative in connection with any meeting or proposed meeting of Noteholders. Any reference in this Condition 20 (*Meetings of Noteholders/Consent Process*) to a Noteholder present in person includes such a duly authorised representative of a Noteholder.

20.11 **Minutes**

20.11.1 The Issuer shall cause minutes of all resolutions and proceedings of meetings to be duly entered in the minute books of the Issuer.

20.11.2 Any such minutes as aforesaid, if purporting to be signed by the chairman of the meeting at which such resolutions were passed or proceedings held or by the chairman of the next succeeding meeting, shall be receivable in evidence without any further proof, and until the contrary is proved, a meeting of Noteholders in respect of the proceedings of which minutes have been so made shall be deemed to have been duly held and convened and all resolutions passed thereat, or proceedings held, to have been duly passed and held.

20.12 ***Mutatis mutandis* application**

The provisions of this Condition 20 (*Meetings of Noteholders/Consent Process*) shall apply *mutatis mutandis* to the calling and conduct of meetings on an individual Tranche, Series or Class of Noteholders, as the case may be.

21. **FURTHER ISSUES**

The Issuer shall be at liberty from time to time without the consent of the Noteholders to create and issue further Notes having terms and conditions the same as any of the other Notes issued under the Programme or the same in all respects save for the amount and date of the first payment of interest thereon, the Issue Price and the Issue Date, so that the further Notes shall be consolidated to form a single Series with the Outstanding Notes.

22. **GOVERNING LAW**

These Terms and Conditions and all rights and obligations to the Notes are governed by, and shall be construed in accordance with, the laws of South Africa in force from time to time.

SIGNED at _____ on this _____ day of _____ 2019.

For and on behalf of
HOSPITALITY PROPERTY FUND LIMITED

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

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

USE OF PROCEEDS

Capitalised terms used in this section headed “Use of Proceeds” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

For purposes of the Commercial Paper Regulations it is recorded that the “*Ultimate Borrower*”, as defined in the Commercial Paper Regulations, of the net proceeds from each Tranche of Notes will be the Issuer, unless otherwise indicated in the Applicable Pricing Supplement.

The proceeds from each issue of Notes will be applied by the Issuer for its general corporate purposes, or as may otherwise be described in the Applicable Pricing Supplement.

DESCRIPTION OF HOSPITALITY PROPERTY FUND LIMITED

Capitalised terms used in this section headed “Description of Hospitality Property Fund Limited” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

1. HISTORY, OVERVIEW AND HIGHLIGHTS

Hospitality Property Fund Limited (**HPF**, the **Fund** or the **Issuer**) was incorporated on 10 May 2005 and is a publicly traded company. The Issuer listed on the Main Board of the JSE Limited (the **JSE**) under the Financials – Real Estate sector on 16 February 2006.

The Issuer is the only specialised Real Estate Investment Trust (**REIT**) listed on the JSE and investing in the hospitality industry, providing investors with exposure to rental income streams from the hospitality sector.

The Issuer currently owns a portfolio of 53 hotel properties valued at approximately R13 billion. The Fund’s portfolio caters to a wide-ranging domestic and international market and accommodates various segments including corporate, government, leisure, group conferencing and event business and is well-diversified across multiple geographic locations and classes of hotels.

The Issuer comprises a total of 575.8 million ordinary shares (net of treasury shares), which are traded on the JSE under the share code HPB. The Issuer’s profits are distributed to South African investors as REIT dividends, free of tax and shareholders are consequently taxed per their individual tax status. Foreign shareholders are levied a dividend withholding tax at 15% or the applicable double-tax agreement rate could apply.

Fund History (Calendar Year)

2006 HPF listed on the JSE with a dual capital structure of A and B linked units and a portfolio of sixteen properties with a total asset value of R1 billion. HPF acquired the Protea Hotel Victoria Junction for R105 million.

2007 HPF acquired The Richards Hotel, The Bayshore Hotel and Protea Hotel Imperial for a total consideration of R97.7million.

During the same year, the Fund acquired The Hazyview Hotel, Hluhluwe Hotel & Safaris, a 35% share in the Radisson Hotel Waterfront in Cape Town, the remaining 32% share in the Park Inn Greenmarket Square in Cape Town and a newly developed extension to the Birchwood Executive Hotel & Conference Centre, comprising 120 new hotel rooms and approximately 10,000m² of conference space for a total purchase consideration of R235.1million.

2008 HPF acquired the Holiday Inn Sandton – Rivonia Road for a total consideration of R409,2 million.

2010 HPF acquired the Protea Hotel Edward for a total consideration of R110,4 million.

2011 HPF acquired the Westin Cape Town and the Arabella Hotel & Spa (“AHS”) and 460 hectares of undeveloped land adjacent to the AHS for a total consideration of R756 million which was partially funded from the proceeds of a R490 million rights offer concluded on 15 November 2010.

2013 HPF acquired the Radisson Blu Gautrain Hotel for a total consideration of R458,9 million, which was funded through both a rights-offer and debt.

2015 HPF disposed of the Courtyard portfolio, being the Courtyard Arcadia, Courtyard Eastgate, Courtyard Rosebank and Courtyard Sandton, for a total consideration of R80 million.

During the same year, the Fund received approval from the Western Cape Local Government to development Arabella Phase 2 land, which includes 352 residential erven, a Private Nature Reserve and a 9-hole executive mashie golf course with associated infrastructure.

2016 HPF disposed of seven non-core properties for a total consideration of R201.4 million, being Premier King David, Protea Hotel Hluhluwe, Protea Hotel Imperial, Protea Hotel Richards Bay, Protea Hotel - The Richards, Protea Hotel – The Winkler and The Bayshore Inn.

HPF acquired 10 hotel properties, which included the Garden Court Kimberley, Garden Court Milpark, Garden Court OR Tambo, Garden Court Polokwane, Garden Court South Beach, StayEasy Century City, StayEasy Rustenburg, Sunsquare Cape Town, Southern Sun Bloemfontein and Southern Sun Newlands, from Southern Sun Hotels (Pty) Limited (**SSH**) for a total consideration of R2.7 billion, funded through the issue of 145 million ordinary shares.

Following the acquisition and combined with an existing holding in HPF, SSH become HPF's majority shareholding with a holding of 50.6%, resulting in HPF becoming part of the Tsogo Sun Group.

HPF restructured its dual-class share capital structure to a single-class share capital structure. The terms of this restructure awarded one ordinary share for every A-class share and one ordinary share for every 3.5 B-class shares held by existing shareholders. Following this restructure, HPF commenced trading and continues to trade under the share code HPB. At the same time, HPF adopted a new memorandum of incorporation and increased the number non-executive directors by 5.

HPF disposed of the Inn On The Square property for a total consideration of R157 million.

2017 The acquisition and integration of a further 29 hotel properties from the Tsogo Sun Group, effective 1 July 2017 for a total consideration of R3.6 billion, which includes the following properties: 1. Southern Sun Cullinan, 2. Southern Sun Waterfront, 3. Southern Sun Katherine Street, 4. Garden Court Eastgate, 5. Garden Court Hatfield, 6. Garden Court King's Beach, 7. Garden Court Morningside, 8. Stay Easy Eastgate, 9. Garden Court Umhlanga, 10. Stay Easy Pietermaritzburg (together referred to as "The Cullinan" portfolio), 11. Sun 1 Alberton, 12. Sun 1 Benoni, 13. Sun 1 Berea, 14. Sun 1 Bloemfontein, 15. Sun 1 Cape Town, 16. Sun 1 Edenvale, 17. Sun 1 Kimberley, 18. Sun 1 Midrand, 19. Sun 1 Milnerton, 20. Sun 1 Nelspruit, 21. OR Tambo, 22. Sun 1 Parow, 23. Sun 1 Port Elizabeth, 24. Sun 1 Pretoria, 25. Sun 1 Richardsbay, 26. Sun 1 Southgate, 27. Sun 1 Vereeniging, 28. Sun 1 Witbank and 29. Sun 1 Wynberg. The transaction was funded by HPF by a cash payment to SSH of R1.03 billion and the issue to SSH of ordinary shares of the Issuer (**HPB**) to settle the balance of the purchase consideration.

Acquired certain sections and exclusive use areas in the Sandton Eye sectional title scheme, of which Radisson Blu Gautrain forms part, together with the acquisition of a real right to extend the existing scheme by some 10,000m² for a total consideration of R302 million.

As at the Programme Date, top ten properties by fair market value

Property	Rooms	Location	Value (R' million)
The Westin Cape Town	483	Cape Town	R1 945
Southern Sun Waterfront	537	Cape Town	R1 253
Southern Sun Cullinan	394	Cape Town	R1 150
Radisson Blu Gautrain Hotel	220	Sandton	R617
Birchwood Executive Hotel & Conference Centre	665	Boksburg	R683
Garden Court South Beach	414	Durban	R612

Radisson Hotel Waterfront (48%)	177	Cape Town	R477
Crowne Plaza – Rosebank	318	Rosebank	R365
Garden Court OR Tambo	253	Kempton Park	R329
Protea Hotel Victoria Junction	172	Cape Town	R325

Lease of properties

The Issuer's leases for all its hotel properties are fixed and variable (**F&V**) leases. Typically, the fixed portion of the lease is 50% of the budgeted EBITDAR, escalating at CPI on a varying cycle e.g. two or three years. The varied portion is between 75% and 98% of actual EBITDAR less the fixed portion.

F&V lease agreements comprise some 50% fixed lease rental, with the balance being variable rental equivalent to between 90% to 98% of the hotel's EBITDA (earnings before interest, tax, depreciation and amortisation) after paying the fixed portion of the lease.

2. MANAGEMENT AND CONTROL

HPF is listed on the Main Board of the JSE.

3. BOARD OF DIRECTORS

Composition, responsibility and rotation of directors

HPF has a unitary board of directors (the **Board**), which at 31 March 2018 comprised 2 executive directors, being the chief executive officer (**CEO**) and the financial director (**FD**), 5 non-independent non-executive directors and 5 independent non-executive directors. The roles of Chair and CEO are clearly defined to ensure a balance of power. Whilst the Chair is a non-independent non-executive director, the Board appointed a strong lead independent director to ensure the necessary independence is upheld in the functioning of the Board. The lead independent director assists with the management of any actual or perceived conflicts of interest that may arise.

The Board's main functions include:

- exercising control of the Hospitality Group and providing leadership;
- adopting strategic plans, delegating, and monitoring their implementation by management;
- considering risks and opportunities in-line with the company's agreed risk parameters and approving major issues, including the company's investment policies, acquisitions, disposals and reporting, as well as monitoring operational performance;
- monitoring the company's performance; and
- acting in the best interest of the company and being accountable to shareholders.

The directors' varied backgrounds and experience provide an appropriate mix of knowledge and expertise that is necessary to manage the business effectively. A clear division of responsibilities at Board level ensures a balance of power and authority, so that no individual can take unilateral decisions. The Board meets formally, at least every quarter. Policies and procedures to ensure good governance and effective internal controls have been adopted by the company and its subsidiaries.

During the year under review (F2018), the following changes in Board composition occurred:

- Mr Marcel von Aulock, resigned as a non-executive director effective 1 June 2018, following his resignation from HPF's majority shareholder, Tsogo Sun Holdings Limited;
- Mr Jacques Booysen was appointed as a non-executive director effective 8 June 2018;
- Mr Willy Ross, a prior independent non-executive director, who had reached retirement age of 70 in terms of the Company's memorandum of incorporation and retired at the annual general meeting ("AGM") held on 19 October 2017;

- Ms Linda de Beer, prior lead independent director and audit and risk committee chair, resigned on 5 February 2018, in pursuance of new opportunities; and
- Mr Gerald Nelson has taken on the role of lead independent director.

As at the Programme Date, the Board of Directors of the Issuer comprises:

<p>John Copelyn (68) Chairman – Non-executive BA(Hons), BProc</p>	<p>John was appointed as Chairman of HPF effective 30 November 2016. John joined Hosken Consolidated Investments Limited as Chief Executive Officer in 1997. He was previously General Secretary of the Southern African Clothing and Textile Workers Union from 1974, before becoming a member of parliament in 1994. He currently holds various directorships and is the non-executive Chairman of Tsogo Sun, Niveus Investments Limited and eMedia Holdings Limited. John is a member of the nominations and remuneration committees.</p>
<p>Jacques Booysen (58) Non-executive CA(SA)</p>	<p>Jacques is a Chartered Accountant (SA) and was a partner at PricewaterhouseCoopers Inc. prior to working at the Gauteng Gambling Board for 12 years, where he held the position of Chief Executive Officer. He joined Tsogo Sun in 2007 and served as the Financial Director of Tsogo Sun gaming and subsequently the Managing Director of Tsogo Sun gaming prior to his appointment as the Chief Executive Officer of Tsogo Sun.</p>
<p>Donald (Don) Bowden (59) Independent non-executive BCom (Economics), BAcc (Wits), CA(SA)</p>	<p>Donald was appointed to the Board in August 2012. He is a non-executive director of Foord Unit Trusts (RF) and The Fruitways Group and a trustee of Molteno Brothers Trust, a charitable trust. Donald was a financial services partner at Deloitte & Touche before joining BoE in 1998. At BoE he managed the investor relations, communications, marketing and human resources portfolios for the banking group. Following the merger of BoE with Nedcor (later to be renamed The Nedbank Group) in 2002, Donald assumed responsibility for communications and human resources on the Nedcor integration and restructuring team, before starting Tier 1 Investor Relations in 2003. Donald served as Chairman of the Board from 30 June 2013 to 30 November 2016. He chairs the remuneration committee and is a member of the audit and risk committee.</p>
<p>Mara de Lima (40) Financial Director CA(SA)</p>	<p>Mara was appointed the Financial Director of HPF effective 30 September 2016. Mara served her articles at KPMG Inc. and joined Southern Sun Hotels Proprietary Limited as Management Accountant in October 2007. She was appointed the group Financial Manager of Tsogo Sun Hotels in February 2009. Mara does not hold positions on any other governing body outside of the Hospitality Group.</p>
<p>Laurelle McDonald (36) Non-executive CA(SA)</p>	<p>Laurelle served her articles at Grant Thornton and joined Gold Reef Resorts as an Assistant Financial Manager at Silverstar Casino in 2007. Thereafter, she was appointed as the group Financial Manager and the company secretary of Gold Reef Resorts. After the acquisition of Gold Reef Resorts by Tsogo</p>

	Sun, Laurelle was appointed Corporate Finance and Treasury Manager of Tsogo Sun and currently serves as a member of Tsogo Sun's executive committee.
Sydney Halliday (71) Independent non-executive CAIB (SA), ACIS	Sydney retired from Nedbank in 2004 where he had held various senior credit risk management positions in the property finance departments of Nefic, Syfrets, Nedcor Investment Bank and Nedbank. Sydney served as the independent Chairman of Nedbank Corporate Property Finance's main property lending committee up to December 2012. He joined the Board of HPF on 30 June 2013. He also serves on the board of Dipula Income Fund Limited and consults to Rand Merchant Bank as a member of its real estate credit committee and Sasfin Bank in its real estate private equity fund.
Zibusiso Kganyago (51) Non-executive B.Com (University of Natal)	Zibusiso is Director of Developments at Tsogo Sun Gaming and has been with Tsogo Sun for 20 years. Zibusiso's property experience spans a 20-year period, having concluded Cosatu's first property transaction, while she was their accountant, whereafter she moved to Intersite Property Management Service, then Southern Sun. Zibusiso joined Southern Sun as Development Manager and moved across to Tsogo Sun in the same year. Zibusiso was later promoted to the position of Director of Developments.
Zuko Kubukeli (45) Independent non-executive PhD (Human Biology) (UCT), BSc Hons (Medicine) (UCT), BSc (Biochemistry and Microbiology) (UCT)	Zuko was a Regional Property Manager of Atlas Property Services Proprietary Limited, the management company of the listed property loan stock company, Atlas Properties Limited, prior to which he was an executive director of Brait Specialised Funds. Zuko is the executive director – strategy and acquisitions, of Pan-African Capital Holdings Proprietary Limited and a Principal and Chief Executive Officer of Pan-African Private Equity Fund One and Two. He was appointed to the Board of HPF in June 2008.
Zola Malinga (40) Independent non-executive CA(SA), BCom (Accounting)	Zola qualified as a Chartered Accountant (SA) in 2003, having completed a postgraduate diploma in accounting at the University of Natal (Durban) and a bachelor of commerce at the University of Cape Town. She is an executive director of Jade Capital Partners, an investment company. Zola was previously a director of Standard Bank Group Limited's real estate finance division, heading up its new business team and an investment banker, having held roles in Standard Bank's BEE finance division and in corporate finance at Investec Bank Limited. She was appointed to the Board of HPF as an independent non-executive director on 8 July 2013.
Gerald Nelson (63) Independent non-executive BSc Building (Wits)	Gerald stepped down as the Chief Executive Officer of HPF on 30 June 2013, but remains on the Board as a non-executive director. He was first appointed to the Board prior to the listing of the HPF in 2006. He conceptualised and was actively involved with the set-up of the HPF. Prior to 2006, Gerald was the Managing Director of Sycom Property Fund Managers Limited and a past Chairman of the

	<p>Association of Property Unit Trusts. He has 38 years' experience in activities related to property with specific expertise in development, asset management as well as listed and directly held investment property vehicles, with a specific focus on the hotel and leisure industry for the past 11 years. Gerald was appointed as Lead Independent Director on 13 March 2018. Gerald is a director of the Grapnel Property Group, privately owned business, where he is currently involved in various local and offshore property development and investment activities.</p>
<p>Robert Nicolella (49) Non-executive CA(SA), Harvard Program for Leadership Development (PLD)</p>	<p>Robert joined Hosken Consolidated Investments Limited (HCI) in 2011. Robert serves on the boards of subsidiary companies Business Systems Group Africa Proprietary Limited and group associate company Impact Oil and Gas Limited. Prior to joining HCI, he was employed by Investec Bank Limited for 17 years, most notably in the capacity as Head of Corporate Banking, Western Cape, and subsequently Head of Private Banking, Western Cape.</p>
<p>Keith Randall (55) Chief Executive Officer B.Sc (Eng), GDE, MBA</p>	<p>Keith was appointed to the position of Chief Executive Officer at HPF with effect from 1 January 2017 and is a member of the social and ethics committee. Prior to his appointment at HPF, Keith had been with the Tsogo Sun group for over 20 years, principally in the development of new hotels and the oversight of major hotel refurbishments in South Africa, Africa and the Middle East. More recently, he was a director of SUN1 Hotels Proprietary Limited, following the acquisition of the Formula 1 group in South Africa from Accor and was responsible for the refurbishment and repositioning of this hotel chain. Keith does not hold positions on any other governing body outside of the Hospitality Group.</p>
<p>Mahomed Ahmed (53) Independent non-executive BCom (Accounting)</p>	<p>With 25 years of experience in finance and leadership, Mohamed is a businessman who has served on the boards of various listed companies, including as an alternate director for MTN Group Limited. He is currently an independent non-executive director for both Montauk Holdings and Deneb Investments, where he also serves as the Chair of the audit, risk and remuneration committees and is the founder of the Gallagher Charitable Trust. Mohamed was appointed to the Board on 14 August 2018.</p>
<p>Mohamed-Salim Gani (65) Independent non-executive CA(SA)</p>	<p>Mr Gani is a Chartered Accountant (SA) with over 30 years' experience in the accounting and audit profession. He was a founding partner of MSGM Masuku Jeena Inc., a partner of Saboor Gani & Co and a partner of PricewaterhouseCoopers until 2013. He is a non-executive director on a number of boards including Hosken Consolidated Investments Limited, Tsogo Sun Holdings Limited, Dis-Chem Pharmacies Limited and Basil Read Holdings Limited. He also serves as a member of the investigating committee of the Independent Regulatory Board of Auditors.</p>

Subsequent to year-end, Messrs MSI Gani and M Ahmed were appointed as independent non-executive directors with effect from 8 May 2018 and 14 August 2018 respectively. Mr Gani was also appointed as a member and the Chair of the audit and risk committee, effective 8 May 2018.

Subsequent to the release of the Integrated Annual Report ended 31 March 2018 (hereafter referred to as the **IAR**), the following changes to the Board occurred:

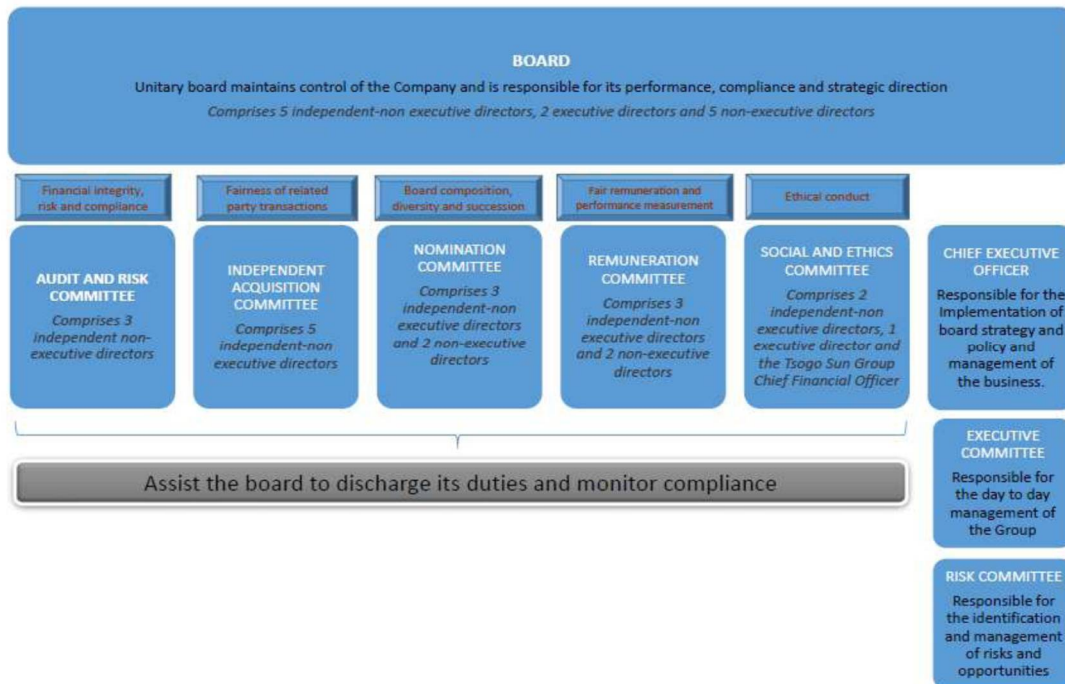
- Mrs Zola Malinga resigned as an independent non-executive director effective 18 October 2018;
- Mr Robert Nicolella was appointed as the Chief Executive Officer and executive director effective 1 November 2018; and
- Mr Keith Randall resigned as Chief Executive Officer and executive director effective 1 November 2018 to take up the role of Chief Operating Officer of HPF.

Meetings and conduct

Board meetings are held quarterly and additional meetings are convened when circumstances necessitate. Formal agendas and Board reports are prepared for all meetings to ensure that matters that require attention are properly addressed and that directors are provided with the necessary information to prepare thoroughly and to make informed decisions. All directors have access to the chair, the lead independent director, the executive management team, and the group company secretary.

4. CORPORATE GOVERNANCE

Governance Framework



The Board sets and oversees the governance framework for the Hospitality Group. The Board is comfortable that, based on an assessment completed during the year, the Hospitality Group has substantially adopted the principles of and contains the majority of the disclosure requirements contained in the King Code of Governance Principles for South Africa 2016 (**King IV**). The corporate governance report of the Issuer setting out, *inter alia*, the application by the Issuer of King IV is available on the Issuer's website at <https://www.tsogosun.com/hospitality-property-fund/investors/king-iv-report>.

The process of implementing certain practices to strengthen King IV compliance remains ongoing and includes elements such as executive succession planning, the

implementation of a formal stakeholder engagement policy and assurance on non-financial information in reports.

Ethics in action

The ethical character and morals of HPF are set by the Board and flow through to management, who are tasked to lead by example.

The code of ethics adopted by the Board is underpinned by supporting policies, including the code of conduct and conflicts of interest and share dealing policies. The social and ethics committee plays an amplified role in the implementation of anti-corruption and anti-fraud initiatives as set out in its report on page 45 of the IAR.

The codes of ethics and conduct record HPF's culture, how business is conducted and how people are treated. The conflicts of interest policy explains real and perceived conflicts of interests, and details the process for disclosure. General disclosures of directors' interests are made at least annually to the company secretary and are updated during the year. These disclosures are available to all Board members for inspection.

Dealing in company securities by directors, their associates and senior company officials is regulated and monitored in accordance with the JSE Listings Requirements and HPF's share dealing policy. HPF maintains a closed period from the end of a financial period to the day of publication of its financial results and any time when the company's shares are trading under cautionary.

The Hospitality Group prohibits all directors and employees from using confidential information, not generally known or available to the public, for personal gain.

The Hospitality Group's success depends on employing the most qualified people and establishing a working environment free from discrimination, harassment, intimidation or coercion based on race, religion, gender, age, nationality or disability. Training on the above governance policies form part of the company's induction programme for employees and non-executive directors.

Responsible corporate citizenship

The Board believes that the Hospitality Group meets the definition of 'responsible corporate citizen' as a result of the implementation of its corporate governance policies and the governance framework that oversees and monitors such implementation. Further information on corporate citizenship and stakeholder engagement can be found on pages 22 and 45 of the IAR, respectively.

Value creation and reporting

The formulation and development of the Hospitality Group's short, medium and long-term strategy, including policies and operational plans to give effect to this strategy, has been delegated to management, for annual review and approval by the Board of directors. Refer to page 28 for further information on our strategy in the IAR.

The Board accepts its accountability to shareholders for the Hospitality Group's performance and activities. HPF communicates with shareholders in person, through results presentations or face-to-face meetings, through its website, its transfer secretaries, its IAR and announcements. The AGM and any other general meetings give the directors the opportunity to inform shareholders about current and proposed operations and enables them to express their views on business activities.

Board of directors

HPF has a unitary Board. The Board met on five occasions during the year under review. The roles of chair and CEO are clearly defined to ensure a balance of power. While the chair is a non-independent non-executive director, the Board has appointed a strong lead independent non-executive director to ensure the necessary independence is upheld in the functioning of the Board. The lead independent non-executive director leads in the absence of the chair; assists with the management of any actual or perceived conflicts of interest that may arise; chairs the independent acquisition committee, which considers all related-party transactions; and will lead the performance appraisal of the chair. The Board's main functions, as set out in its approved charter, include:

- Exercising control of the Hospitality Group and providing leadership.

- Adopting strategic plans, delegating and monitoring their implementation by management.
- Considering risks and opportunities in line with the company's agreed risk parameters and approving major issues, including the company's investment policies, acquisitions, disposals and reporting as well as monitoring operational performance.
- Monitoring the company's performance.
- Acting in the best interest of the company and being accountable to shareholders and stakeholders.

Hospitality's Board charter is regularly reviewed.

The directors' varied backgrounds and experience, as set out in their curricula vitae, which can be found on HPF's website at <http://www.hpf.co.za>, provide an appropriate mix of knowledge and expertise that is necessary to manage the business effectively. A clear division of responsibilities at Board level ensures a balance of power and authority, so that no individual can take unilateral decisions. Although Hospitality has adopted a Board diversification policy, that includes race and gender diversity, no voluntary targets for race and gender have been set. Board diversity is assessed and monitored annually. The Board considers race and gender as a core measurement in the appointment of new members. Race diversity at Board level had improved as a result of the most recent Board appointments of Messrs Gani and Ahmed. The Board is satisfied that its current composition, the components of which are set out in the graphs on page 39 of the IAR, reflects an appropriate mix of knowledge, skills, experience, diversity and independence.

Messrs Gerald Nelson and Zuko Kubukeli have both served on the Board as independent non-executive directors for more than nine years, with lengths of service of 13 and 10 years respectively. They both continue to meet the classification of independence on a substance-over-form basis in terms of King IV and the JSE Listings Requirements.

Directors are appointed by the Board or at the company's AGM. One-third of the directors retire annually at the AGM. In addition thereto, any director that has been appointed by the Board since the last AGM or any director that has reached the age of 70 years, retires annually. If they are eligible, these directors may offer themselves for re-election and if appropriate, will be recommended by the Board to shareholders for re-election.

Board appointments are conducted in a formal and transparent manner by the entire Board following recommendations made by the nomination committee.

During the year under review, the following changes in Board composition occurred:

- Mr Marcel von Aulock resigned as a non-executive director effective 1 June 2017, following his resignation from Hospitality's majority shareholder, Tsogo Sun.
- Mr Jacques Booysen was appointed as a non-executive director effective 8 June 2017.
- Mr Willy Ross, an independent nonexecutive director, who had reached retirement age of 70, retired in terms of the Company's memorandum of incorporation at the AGM held on 19 October 2017.
- Ms Linda de Beer, the previous lead independent director and audit and risk committee chair, resigned on 8 February 2018, in pursuance of new opportunities.
- Mr Gerald Nelson was appointed as the lead independent director with effect from 13 March 2018.

The Board has constituted the following committees, to which it has delegated certain group responsibilities, as defined in their respective approved terms of reference. The Board retains accountability for the execution of their responsibilities, even when these are delegated.

Audit and risk committee

Members (as at the Programme Date): Donald Bowden (Acting Chair), Sydney Halliday, Zola Malinga, Mohamed Gani. Mr Gani was also appointed as a member and the Chair of the audit and risk committee, effective 8 May 2018.

The audit and risk committee report can be found on page 3 of the consolidated annual financial statements for the year ended 31 March 2018.

The audit and risk committee comprised three independent non-executive directors at year-end and is primarily responsible for:

- providing independent oversight of the effectiveness of the company's assurance functions and services;
- developing a risk management policy and monitoring its implementation;
- ensuring that the Hospitality Group's financial performance is properly reported on and monitored, including reviewing the annual and interim accounts, results announcements, integrated annual reporting process, internal control systems and procedures, and accounting policies;
- appointing and assessing the performance of the internal auditor for the necessary skills and resources to address the complexity and volume of risks faced by the company;
- reviewing insurance, treasury and taxation matters;
- carrying out its statutory duties as set out in section 90 of the Companies Act, 2008 (the **Companies Act**);
- ensuring that appropriate financial reporting procedures have been established and are operating;
- satisfying itself of the expertise and experience of the Financial Director and the Fund's finance function as set out on page 3 of the consolidated annual financial statements for the year ended 31 March 2018;
- considering the effectiveness of the internal financial controls as well as the external and internal audit functions;
- ensuring that an effective risk management process is in place to identify and monitor the management of key risks and opportunities;
- making recommendations to shareholders regarding the appointment or reappointment of the independent external auditor, following an evaluation and assessment of the external auditor and the designated audit partner, the suitability for such appointment and independence of the external auditor and audit partner;
- approving of non-audit services; and
- approving of accounting policies.

The Board has concluded that the audit and risk committee members have the necessary financial literacy, skills and experience to execute their duties effectively and make worthwhile contributions to the audit and risk committee's deliberations. The Board recommends the members for reappointment to shareholders annually.

The audit and risk committee has also considered and satisfied itself as to the appropriateness of the expertise and experience of the Financial Director, Mrs MR de Lima, and the finance function.

Non-audit services approved throughout the year include mainly the issue of statutory certificates in terms of HPF's loan agreements and reporting accountant work undertaken for the purpose of the impending transaction by which HPF has entered into agreements to acquire seven casino precinct properties from Tsogo Sun, further detail of which can be found on page 7 of the IAR.

The audit and risk committee meets at least quarterly. Ad hoc meetings are held to consider special business, as required. The CEO, Financial Director, external auditor, internal auditor, Tsogo Sun's Chief Financial Officer and director of risk, attend all meetings of the audit and risk committee by invitation in order to contribute pertinent insights and information.

Social and ethics committee

Members (as at the Programme Date): Zuko Kubukeli (Chair), Rob Huddy (Tsogo Sun, chief financial officer), Gerald Nelson, Keith Randall.

The social and ethics committee operated in line with an approved charter. The social and ethics committee oversees and reports on the following areas:

- the group's organisational ethics in line with the group's adopted code of conduct and ethics policies;
- responsible corporate citizenship, including the promotion of equality, the prevention of unfair discrimination, the environment, health and public safety, including the impact of the company's activities and of its products or services;
- sustainable development; and
- stakeholder relationships.

The social and ethics committee draws to the attention of the Board matters within its mandate as required and reports to shareholders at the company's AGM.

The social and ethics committee meets a minimum of twice a year. Ad hoc meetings are held to consider special business, as required. The report of the social and ethics committee can be found on page 45 of the IAR.

Independent acquisition committee

Members (as at the Programme Date): Gerald Nelson (Chair), Donald Bowden, Sydney Halliday, Zuko Kubukeli, Zola Malinga.

The independent acquisition committee was established to deal with related-party transactions. The independent acquisition committee is chaired by the lead independent non-executive director.

Ad hoc meetings are held to consider business as required.

The CEO and Financial Director attend meetings of the independent acquisition committee, or part thereof, by invitation if required to contribute pertinent insights and information.

Nomination committee

Members (as at the Programme Date): John Copelyn (Chair), Jacques Booysen, Sydney Halliday, Zuko Kubukeli, Gerald Nelson.

The nomination committee ensures that the Board has the appropriate composition and balance of skills for it to execute its duties effectively. It ensures that the appointment of directors is transparent and made through a formal process, which includes the identification and evaluation of potential candidates for appointment to the Board. The nominations committee considers and applies the Company's approved policy of gender and race diversity in the nomination and appointment of directors.

The nomination committee is responsible for induction and ongoing training and development of directors and succession planning.

The nomination committee meets at least once a year. Ad hoc meetings are held to consider special business, as required. The CEO attends meetings of the nomination committee, or part thereof, by invitation if required to contribute pertinent insights and information.

Remuneration committee

Members (as at the Programme Date): Donald Bowden (Chair), Jacques Booysen, John Copelyn, Zuko Kubukeli, Zola Malinga

The remuneration committee is chaired by an independent non-executive director. The committee oversees the setting and implementation of the remuneration policy for the Hospitality Group and ensures that the policy and remuneration implementation report

are tabled every year to shareholders at the company's AGM for separate non-binding advisory votes.

The committee recommends to the Board the remuneration and incentivisation of the company's directors, evaluates the performance of the executive directors and sets their annual key performance indicators.

The committee meets at least twice a year. Ad hoc meetings are held to consider special business, as required. The CEO and FD attend meetings of the remuneration committee, or part thereof, by invitation if required to contribute pertinent insights and information.

The remuneration policy and remuneration implementation report can be found on page 46 of the IAR.

Board effectiveness

An internal Board assessment was conducted subsequent to year-end, the outcome of which is that the Board and its committees are operating effectively. The Board is satisfied with the performance of the CEO and the Financial Director.

An independent assessment of the Board and its committees will take place during 2019.

The company secretary is responsible for the statutory administration of the Hospitality Group and ensures compliance and provides the Board with guidance on all regulations and governance codes and policies.

The company secretary is not a director of the company and ensures that Board and committee processes and procedures are implemented.

Directors have unrestricted access to the advice and services of the company secretary. The Board is satisfied that an arm's length relationship exists between the Board of directors, the executive team, individual directors and the company secretary.

The company secretary of the Hospitality Group is Rosa van Onselen (Diploma (Law), Certificate (Advanced Corporate Law and Securities) and CIS (Management and Admin)). The Board is satisfied that the company secretary is competent and has the appropriate qualifications and experience required by the Hospitality Group.

Risk and opportunity

HPF treats risk as integral to the way it makes decisions and executes its duties. The Hospitality Group's risk governance encompasses both the opportunities and associated risks in developing strategy and the potential positive and negative effects of such risks on the achievement of its organisational objectives. While the Board exercises ongoing oversight of risk management, the Hospitality Group's risk governance function is delegated to the audit and risk committee, with the responsibility for implementing and executing effective risk management delegated to management.

The Hospitality Group's risk management process identifies and analyses group risks (refer to page 24 of the IAR, sets appropriate limits and controls and monitors risks and adherence to limits. The risk management policy is in accordance with industry practice and specifically prohibits the company from entering into any derivative transactions that are not in the normal course of HPF's business. The directors have overall responsibility for the Hospitality Group's internal control and for reviewing its effectiveness. The controls identify and manage group risks rather than completely eliminating failure.

Therefore, internal controls provide reasonable, but not absolute, assurance against material misstatement or loss. The implementation and operation of these systems is the responsibility of management and processes are communicated regularly to employees informing them of their responsibilities.

Systems include strategic planning, appropriate levels of authority, segregation of duties, appointing qualified staff, regular reporting and monitoring of performance and effective control over HPF's investments.

Risks and opportunities are reviewed by the internal risk committee at least annually and presented to the audit and risk committee for review and allows for risks to be identified and opportunities to be prioritised according to their potential impact on the group. Responses are designed and implemented to counter the effect of the risks and to take advantage of the opportunities. Significant risks identified are communicated to the Board, together with the recommended actions.

The Hospitality Group's internal audit function is performed by a professional firm that reports directly to the financial director and the Chair of the audit and risk committee. Internal audit forms part of the combined assurance framework. The internal auditor carries out risk-based audits, based on the annual internal audit plan, as approved by the audit and risk committee. The focus of internal audit in the past financial year has been on payroll and internal financial controls. The audit and risk committee also examines and discusses with the internal auditor the appropriateness of internal controls.

The audit and risk committee is satisfied with the internal audit function and that internal audit has the necessary skills and resources to address the complexity and volume of risks faced by the organisation and will continuously evaluate and review the group's internal audit function, which is at this stage appropriate for the size and activities of the group.

Hospitality's material risk and opportunities are set out on page 24 of the IAR.

IT governance

The Board is accountable for IT governance. Being part of the Tsogo Sun Group, a decision was taken by the Board to leverage the IT support and governance from the Tsogo Sun Group's central IT department. The IT governance charter was updated during the year and takes into account the requirements of King IV, globally accepted standards and good practice, together with the performance and sustainability objectives of the Hospitality Group. During the year, the central IT department's focus areas within HPF were:

- Enhancing processes in support of the King IV framework;
- Improving the management of IT information assets including the adoption of new technologies to enhance data protection and encryption, network security, application and environmental controls;
- Aligning business continuity and disaster recovery plans;
- Ongoing management of IT risks; and
- Enhancing cybersecurity strategy and organisational awareness.

In the coming year the Hospitality Group will prioritise the following:

- Strengthening relationships with key business functions and third-party service providers;
- Evaluating emerging trends and potentially disruptive technologies;
- Completing a data classification exercise to assist with compliance objectives; and
- Upgrading operating systems, databases and applications.

Although the IT function has been outsourced to a central IT department, the CEO is responsible for the ownership and execution of IT governance. The key IT risks are integrated into the enterprise-wide risk governance and management process. Independent IT assurance reviews are conducted annually to ensure governance and policies are adhered to, laws are complied with and data is secure and protected. No

major incidents occurred during the year which required remedial action and the Board is satisfied with the effectiveness of technology and information governance.

Compliance

The Board is confident that it has fulfilled its responsibilities in accordance with its terms of reference for the reporting period and that the group has established an effective framework and processes for compliance with laws, codes, rules and standards. No material contraventions were reported during the year under review.

Competition Commission

The Competition Tribunal approved the acquisition by HPF of ten Tsogo Sun properties, which became effective 1 September 2016, subject to certain conditions. The Board approved a policy to comply with these conditions, which stipulates that HPF will not provide competitively sensitive information relating to the existing hotels within its portfolio to SSH management. HPF will also not enforce any specific term of any existing tenants' lease agreement to the extent that it would require the disclosure of their specific individual customer details, specific arrangements with their travel agents and tour operators, their employee-specific remuneration information, specific information in relation to their supplier agreements and any confidential information, which relates exclusively to hotels operated by them and which hotels are not subject to the lease agreement between the tenant and HPF.

Governance of the hotel portfolio

The selection of an appropriate tenant, a hotel management company and a hotel brand best suited to a specific property, is crucial to providing a particular product, which is equipped to achieve optimum performance. In this regard, HPF only contracts with reputable and reliable partners. New lease agreements and any variation to such existing agreements are proposed to the Board for consideration and approval. The nature of the agreements entered into between the parties, which include the calculation of fixed and variable rentals that are based on the actual performance of the properties and align the interests of the parties. Specific performance clauses are included based on actual performance to budget. A detailed budget process is followed with each hotel annually. The hotel management companies are representatives of the tenants and take on the full operational responsibilities of the hotels. They operate within defined limits of authority and report monthly and quarterly to HPF management on operations, performance, marketing and strategy.

These reports are analysed by HPF management and properties are individually compared against STR nodal performance benchmarks. HPF has representation on the boards of Ash Brook Investments Proprietary Limited, the tenant of Radisson Blu Gautrain and Vexicure Proprietary Limited, the tenant of The Westin Cape Town. HPF is also represented on the body corporates of Kopanong Hotel and Conference Centre, Protea Hotel Victoria Junction and Radisson Blu Waterfront, the Arabella Home Owners Association and Champagne Share Block Limited.

Company Secretary (as at the Programme Date)

Name: LR van Onselen for HPF Management Proprietary Limited

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5. **STRATEGY**

Fund strategy

Our strategy provides a comprehensive and responsive framework to deliver value to our shareholders and stakeholders. Informed by our ever-changing operating environment and our stakeholder engagement, our strategy is regularly reviewed to ensure that it proactively responds to our material risks and opportunities.

Objectives and enables

SUSTAIN	OPTIMISE	GROW
Financial strength and durability	Property portfolio management	Organic growth
An appropriate capital structure and dividend policy to ensure the business survives through the economic cycles	Optimise operational efficiencies and grow rental income through effective contract management and robust tenant relationships	Grow our portfolio through organic means
Product relevance	Business intelligence	Acquisitions
Own and maintain a variety of quality properties that are relevant in their markets	Build and refine internal processes and systems to support portfolio management and decision-making	Continue to seek value accretive acquisitions, both through platform, transactions and single asset acquisitions, that are well diversified both geographically and across brand segments

6. **REGULATORY COMPLIANCE**

Please refer to the latest Integrated Annual Report, Corporate Governance section from page 36 for further information.

7. **FINANCIAL PERFORMANCE**

Please refer to the latest issued annual financial statements for the year-ended 31 March 2018.

AUDITORS

As at the Programme Date, the external auditors of HPF are PricewaterhouseCoopers Inc. (**PWC**). PWC has acted as auditors of HPF since 2017 and in respect of each of the financial years issued an unqualified audit report.

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 Jukskei View
 2090

8. KEY POTENTIAL RISKS FACING THE BUSINESS

The Board, assisted by the Audit and Risk Committee is primarily responsible for overseeing risk management. The committee, the Board and management recognise that it is essential to manage those risks that may have a direct or indirect impact on the Issuer's performance and its sustainability. Measures to mitigate key risks facing the Issuer have been identified and implemented, whether they are systemic or specific to the organisation.

As at the Programme Date, a summary of the major strategic risks and the mitigation measures are detailed in the table below:

Risk matter	Context and Response
Macro-economic climate	<p>Context: HPF's operations are based in South Africa and are affected by the cyclical and seasonal nature of the broader tourism and hospitality industries, resulting in unpredictable distributable income.</p> <p>The Fund's performance is impacted by macro-economic and political factors and influences on property market values, funding mechanisms and development costs. Exchange rate volatility impacts occupancy in foreign tourism, particularly business travel, leisure and the conferencing market. The domestic tourism sector is affected by reduced spending in government travel, a consequence of tightened purse strings and more prudent expenditure.</p> <p>Response: The Fund mitigates inherent trading risk by managing a well-diversified portfolio across geographic location and class of hotel. We ensure the financial strength, durability and sustainability of the Fund to protect it against macro-economic shocks.</p> <p>Our loan to value ratio is low and is well within the statutory limits of a REIT, and we are maintaining comfortable headroom on our covenants. With additional debt capacity and unissued authorised shares, the Fund has the capacity to pursue attractively priced property acquisitions.</p> <p>We work with industry bodies such as Cape Town and Western Cape Tourism, Trade and Investment (WESGRO) and the South African Tourism Services Association (SATSA) in their efforts to attract visitors to South Africa, which we believe is a competitive tourism destination.</p>
Local authority capability	<p>Context: Service delivery, limited infrastructure investment and funding challenges at South Africa's municipalities have compounded their capacity to supply water and electricity to ratepayers. Intermittent water supply and unreliable electricity provision have affected the operational capability of hotels to provide consistent services to guests.</p> <p>Municipalities and utility providers also increase rates and property taxes to fund their own shortfalls, placing an additional cost burden on hotel businesses.</p> <p>Response: The Fund aligned its capital expenditure budgets to reduce dependencies on utilities. We also contracted the services of independent valuers and experts to conduct municipal valuations. Energy and water-saving initiatives are encouraged and supported through capital replacement where appropriate. The Fund earns 43% of its rental income from the Western Cape, which is experiencing a severe drought, placing pressure on the hotel management companies to deliver against their performance targets. Cape Town has implemented a fire</p>

	<p>readiness and response programme and a water resilience plan. A procurement programme is under way for a number of augmentation schemes, including desalination, water reuse, groundwater extraction and filtration. Hospitality is working with industry bodies such as Cape Town and WESGRO, SAT and SATSA to seek solutions that will benefit the province's hospitality industry.</p>
<p>Investment opportunity</p>	<p>Context: Depressed economic conditions have subdued consumer spending and some investments are not yielding the expected returns. We note an oversupply of hotels in certain markets. Given this context, we carefully assess acquisition and major refurbishment opportunities, taking into consideration broader macro-economic fundamentals as well as seeking to understand each property's fit within the Fund portfolio from a location and class of hotel perspective. Assets that do not match our investment profile may be sold to reduce debt or fund new growth opportunities.</p> <p>Response: We invest in quality properties in the South African hospitality industry. Investment opportunities are evaluated and approved by the Board and due diligence is performed by expert service providers, prior to final acquisition. We engage regularly with hotel management companies and monitor the performance of individual properties through monthly reports. In addition, peer group benchmarking, statistical analysis and reviews of economic trends are conducted by the Fund and the findings are used to optimise the performance of the properties.</p>
<p>Regulatory change and compliance</p>	<p>Context: Hospitality is faced with an increasing complexity of compliance requirements, as well as policy uncertainty. Administrative burdens associated with visa regulations for foreign minors entering South Africa, for example, have affected the country's reputation as a destination of choice and have therefore directly impacted occupancy. The government has applied a more stringent approach to employment equity and transformation targets within shorter than expected timelines. The Fund is also subject to regulatory requirements as per the Companies Act, the JSE Listings Requirements, King IVTM, as well as the voluntary guidelines of the International Integrated Reporting Framework, as applicable.</p> <p>Response: Hospitality supports the principles of sound corporate governance. Effective compliance controls are in place throughout the organisation. We meet our annual declaration to the JSE on REIT compliance.</p> <p>The Fund maintained its level 1 B-BBEE rating. Our score empowers our tenants to increase their owning ratings (Hospitality being their biggest supplier), and in turn should result in increased government business and new business for these hotels. We continue to monitor any developments from government regarding the proposed transformation codes in the applicable charter. Our management team and employees undergo regular training on legislation and the policy environment.</p>
<p>Crime, security and health</p>	<p>Context: The management of the Fund is concerned about the safety, security and wellbeing of its employees. Major violent incidents and criminal activities have a considerable effect on our business and the hospitality industry. Fraud, including activities committed by staff and other external parties, is a concern and a damaging risk to our business.</p>

	<p>Response: We apply preventive measures to combat fraud and detect potential fraudulent behaviours as well as investing in security measures to protect employees and guests. Capital expenditure and budgets are approved by the Board and controls are in place to prevent overspend. Audit reviews are conducted both internally and externally to vet findings. We hire skilled and experienced people to ensure complete and accurate reporting; experts evaluate data; balance sheet reconciliations are conducted monthly; and construction, operation, prevention and exposure reports are compiled by independent experts.</p>
<p>Capital capacity and opportunities</p>	<p>Context: As an investor in the South African hospitality industry, ensuring capital adequacy to fund value-enhancing acquisitions, as well as capital investments that improve yields within the existing portfolio, is a significant opportunity for us. An indirect benefit is the potential for job creation by the hotel management companies. HPF currently distributes all of its profits to shareholders. Therefore new acquisitions are funded through share issues or by taking on additional debt. HPF's capital structure significantly improves its ability to fund acquisitions through the equity market. Distributions, however, need to balance our cash requirements for reinvestment with shareholder expectations.</p> <p>Response: The Fund regularly conducts an assessment of all new opportunities. The performance of our existing portfolio guides our appetite for disposals and/or acquisitions. Our capital expenditure programme is reviewed and approved by the Board. The dividend policy is reviewed according to our capital capacity requirements.</p>
<p>Portfolio management and product relevance</p>	<p>Context: The Fund's products are diversified across domestic and international brands, and hotel management companies who manage the hotel properties on behalf of the tenants. Hotels operate in a competitive and overtraded space. They require maintenance, repairs and a substantial investment in technology to be able to attract and retain increasingly discerning guests. They also need to track trends in design, comfort and user-friendliness to be able to maintain and improve occupancy rates.</p> <p>Response: The majority of the Fund's assets are in good condition and five-year capital expenditure plans are in place for each property. These are reviewed and updated annually. The Fund works closely with the hotel management companies to plan product enhancements, improvements and ongoing maintenance. Property visits and site inspections are conducted regularly. The data compiled from these engagements is consolidated into asset and property reports.</p>
<p>Human resources</p>	<p>Context: Our independent Board, and the executive layer of the Fund, have the required skills, capability and expertise to advise and lead the Fund, which is the only specialised REIT on the JSE investing in the hospitality industry. The growth of the hospitality and tourism industries in South Africa produces a high churn rate, as experienced managers seek career advancement opportunities elsewhere. The challenge of improving scorecards on an employment equity level, and a more restrictive labour legislation environment.</p> <p>Response: The Fund has refined its job specifications to ensure effectiveness and clarity for both managers and staff. Employees are skilled appropriately for particular job</p>

		requirements. We invest in training programmes that enhance specific skill sets of our employees.
Cyber, information	IT	<p>Context: The hospitality business operates in a datacentric environment. Cybercrime, hacking and other IT breaches are on the increase, posing a threat to data integrity. South African companies are required to comply with the Protection of Personal Information Act, 2013 to ensure they collect, process and store personal information in a responsible manner, and are held accountable for any abuses that may arise.</p> <p>Response: We ensure that our IT infrastructure is robust and resistant to external attacks. Back-ups are conducted regularly, IT security is monitored and central servers are held with third parties.</p>
Credit risk		<p>Context: An uncertain economic environment impacts HPF's business, affecting distributions, property market values and development costs. This places pressure on the credit risk associated with our tenants. Hotel management companies are also impacted by their guests' ability to settle debt during challenging times.</p> <p>Response: The Fund mitigates credit risk through a debtor management programme. We have the necessary deposits and bank guarantee procedures in place to identify defaults and regularly monitor and identify non-serviceability of debtors.</p>

Please refer to the latest Integrated Report for further information

9. LITIGATION

The Issuer is currently engaged in a legal dispute with a dissenting shareholder. On 21 August 2015, the Issuer received a demand from a shareholder in terms of section 164(11) of the Companies Act to pay an amount equal to the fair value of 8 320 397 B-class shares. The Issuer offered to pay the shareholder an amount of R2.90 per share, totalling R24.1 million. The 8 320 397 B shares (now converted to 2 377 256 HPB shares post the collapse of the previous dual-share structure into a single class of shares) lost its voting and economic rights and are now considered to be shares held in treasury. The shareholder did not accept the offer it received and approached the legal courts to determine what it perceives as the fair value of the shares in question and the amount that should be paid. As it is not possible to determine what the outcome of the court ruling would be, the Issuer provided for the offer it made to the shareholder as a liability and is confident that positive ruling would be received.

SETTLEMENT, CLEARING AND TRANSFER OF NOTES

Capitalised terms used in this section headed "Settlement, Clearing and Transfer of Notes" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

Notes listed on the Interest Rate Market of the JSE and/or held in the CSD

Each Tranche of Notes which is listed on the Interest Rate Market of the JSE in uncertificated form will be held in the CSD. A Tranche of unlisted Notes may also be held in the CSD.

Clearing systems

Each Tranche of Notes listed on the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the Applicable Procedures for the time being of the JSE and the CSD through the electronic settlement system of the CSD. Such Notes will be cleared by Participants who will follow the electronic settlement procedures prescribed by the JSE and the CSD.

The CSD has, as the operator of an electronic clearing system, been appointed by the JSE to match, clear and facilitate the settlement of transactions concluded on the JSE. Subject as aforesaid each Tranche of Notes which is listed on the Interest Rate Market of the JSE will be issued, cleared and transferred in accordance with the Applicable Procedures and the Terms and Conditions, and will be settled through Participants who will comply with the electronic settlement procedures prescribed by the JSE and the CSD. The Notes may be accepted for clearance through any additional clearing system as may be agreed between the JSE, the Issuer and the Dealer(s).

Participants

The CSD maintains accounts only for Participants. As at the Programme Date, the Participants which are approved by the JSE, in terms of the Debt Listings Requirements of the JSE, as Settlement Agents to perform electronic settlement of funds and scrip are Citibank N.A. South Africa Branch; FirstRand Bank Limited; Nedbank Limited; Standard Chartered Bank, Johannesburg Branch; Société Générale, Johannesburg Branch; The Standard Bank of South Africa Limited and the South African Reserve Bank. Euroclear, as operator of the Euroclear System, and Clearstream will settle offshore transfers in the Notes through their Participants.

Settlement and clearing

Participants will be responsible for the settlement of scrip and payment transfers through the CSD, the JSE and the South African Reserve Bank.

While a Tranche of Notes is held in the CSD, the Noteholder will be named in the Register as the sole holder of the Notes in that Tranche in accordance with the Applicable Procedures. All amounts to be paid in respect of Notes held in the CSD will be paid to the relevant Participants on behalf of the relevant Noteholder pursuant to the Applicable Procedures. All rights to be exercised in respect of Notes held in the CSD will be exercised by the relevant Noteholder.

In relation to each Person shown in the records of the CSD or the relevant Participant, as the case may be, as the holder of a Beneficial Interest in a particular Nominal Amount of Notes, a certificate or other document issued by the CSD or the relevant Participant, as the case may be, as to the Nominal Amount of such Notes standing to the account of such Person shall be *prima facie* proof of such Beneficial Interest. However, the Noteholder as the registered holder of such Notes named in the Uncertificated Securities Register will be treated by the Issuer, the Paying Agent, the Transfer Agent and the CSD as the holder of that aggregate Nominal Amount of such Notes for all purposes.

Payments of all amounts in respect of a Tranche of Notes which is listed on the Interest Rate Market of the JSE and/or held in uncertificated form will be made to the CSD, which in turn will transfer such funds, via the Participants, to the holders of Beneficial Interests. Each of the Persons reflected in the records of the CSD as the holders of Beneficial Interests in Notes shall look solely to the CSD or the relevant Participant, as the case may be, for such Person's share of each payment so made by (or on behalf of) the Issuer to, or for the order of, the CSD.

Payments of all amounts in respect of a Tranche of Notes which is listed on the Interest Rate Market of the JSE and/or held in uncertificated form will be recorded by the CSD, distinguishing between interest and principal, and such record of payments by the CSD shall be *prima facie* proof of such payments.

Transfers and exchanges

Subject to the Applicable Laws and the Applicable Procedures, title to Beneficial Interest held by Noteholders through the CSD will be freely transferable and will pass on transfer thereof by electronic book entry in the securities accounts maintained by the CSD or relevant Participants for such Noteholders.

Beneficial Interests may be exchanged for Notes represented by Individual Certificates in accordance with Condition 14.2 (*Transfer of Notes represented by Individual Certificates*).

Records of payments, trust and voting

Neither the Issuer nor the Paying Agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, Beneficial Interests, or for maintaining, supervising or reviewing any records relating to Beneficial Interests. Neither the Issuer nor the Paying Agent nor the Transfer Agent will be bound to record any trust in the Register or to take notice of or to accede to the execution of any trust (express, implied or constructive) to which any Note may be subject. Holders of Beneficial Interests vote in accordance with the Applicable Procedures.

JSE Debt Guarantee Fund Trust

The holders of Notes that are not listed on the Interest Rate Market of the JSE will have no recourse against the JSE or the JSE Debt Guarantee Fund Trust. Claims against the JSE Debt Guarantee Fund Trust may only be made in respect of the trading of the Notes listed on the Interest Rate Market of the JSE and in accordance with the rules of the JSE Debt Guarantee Fund Trust.

Notes listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE

Each Tranche of Notes which is listed on any Financial Exchange other than (or in addition to) the Interest Rate Market of the JSE will be issued, cleared and settled in accordance with the rules and settlement procedures for the time being of that Financial Exchange. The settlement and redemption procedures for a Tranche of Notes which is listed on any Financial Exchange (other than or in addition to the JSE) will be specified in the Applicable Pricing Supplement.

SUBSCRIPTION AND SALE

Capitalised terms used in this section headed "Subscription and Sale" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or are clearly inappropriate from the context.

The Dealer(s) have in terms of the amended and restated programme agreement dated on or about 31 January 2019, as may be amended, supplemented or restated from time to time (the **Programme Agreement**), agreed with the Issuer a basis upon which it may from time to time agree to subscribe for Notes or procure the subscription of the Notes.

Selling restrictions

South Africa

Each Dealer has (or will have) represented, warranted and agreed that it (i) will not offer Notes for subscription, (ii) will not solicit any offers for subscription for or sale of the Notes, and (iii) will itself not sell or offer the Notes in South Africa in contravention of the Companies Act, Banks Act, Exchange Control Regulations and/or any other Applicable Laws and regulations of South Africa in force from time to time.

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that it will not make an "offer to the public" (as such expression is defined in the Companies Act, and which expression includes any section of the public) of Notes (whether for subscription, purchase or sale) in South Africa. This Programme Memorandum does not, nor is it intended to, constitute a prospectus prepared and registered under the Companies Act.

Offers not deemed to be offers to the public

Offers for subscription for, or sale of, Notes are not deemed to be offers to the public if:

- (a) made only to certain investors contemplated in section 96(1)(a) of the Companies Act; or
- (b) the total contemplated acquisition cost of Notes, for any single addressee acting as principal, is equal to or greater than ZAR1,000,000, or such higher amount as may be promulgated by notice in the Government Gazette of South Africa pursuant to section 96(2)(a) of the Companies Act;

Information made available in this Programme Memorandum should not be considered as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002.

United States

The Notes have not been and will not be registered under the United States Securities Act of 1933, as amended (the **Securities Act**) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that:

- (a) the Notes in that Tranche have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. Persons except in certain transactions exempt from the registration requirements of the Securities Act;
- (b) it has not offered, sold or delivered any Notes in that Tranche and will not offer, sell or deliver any Notes in that Tranche (i) as part of their distribution at any time or (ii) otherwise until 40 (forty) Days after completion of the distribution, as determined and certified by the Dealer or, in the case of an issue of such Notes on a syndicated basis, the relevant Lead Manager, of all Notes of the Series of which that Tranche of Notes is a part, within the United States or to, or for the account or benefit of, U.S. Persons;
- (c) it will send to each dealer to which it sells any Notes in that Tranche during the distribution compliance period a confirmation or other notice setting forth the restrictions on offers and sales of such Notes within the United States or to, or for the account or benefit of, U.S. Persons; and

- (d) it, its Affiliates and any Persons acting on its or any of its Affiliates behalf have not engaged and will not engage in any directed selling efforts in the United States (as defined in Regulation S under the Securities Act) with respect to the Notes in that Tranche and it, its Affiliates and any Persons acting on its or any of its Affiliates' behalf have complied and will comply with the offering restrictions requirements of Regulation S.

Until 40 (forty) Days after the commencement of the offering of a Series of Notes, an offer or sale of such Notes within the United States by any dealer (whether or not participating in the offering) may violate the registration requirements of the Securities Act if such offer or sale is made otherwise than in accordance with an exemption from registration under the Securities Act.

European Economic Area

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that, in relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each a **Relevant Member State**), with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the **Relevant Implementation Date**) it has not made and will not make an offer of any of such Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of any of such Notes to the public in that Relevant Member State:

- (a) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive; or
- (b) at any time to fewer than 100 (one hundred) or, if the relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150 (one hundred and fifty), natural or legal persons (other than qualified investors as defined in the Prospectus Directive) subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or
- (c) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

Provided that no such offer referred to in (a) to (c) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression an “*offer of Notes to the public*” in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe for the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State and the expression “*Prospectus Directive*” means Directive 2003/71/EC (and amendments thereto including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State) and includes any relevant implementing measure in each Relevant Member State and the expression “*2010 PD Amending Directive*” means Directive 2010/73/EU.

Each Dealer has (or will have) represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that any commission, fee or non-monetary benefit received from the Issuer complies with the applicable rules set out in the Markets in Financial Instrument Directive 2014/65/EU, as may be amended or replaced from time to time (**MiFID II**).

United Kingdom

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to represent and agree that:

- (a) in relation to any of the Notes in that Tranche which have a maturity of less than one year, (i) it is a Person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and (ii) it has not offered or sold and will not offer or sell any of such Notes other than to Persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the

issue of such Notes would otherwise constitute a contravention of section 19 of the Financial Services and Markets Act, 2000 (the **FSMA**) by the Issuer;

- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) received by it in connection with the issue or sale of any of the Notes in that Tranche under circumstances in which section 21(1) of the FSMA does not apply to the Issuer; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any of the Notes in that Tranche in, from or otherwise involving the United Kingdom.

General

Prior to the issue of any Tranche of Notes under the Programme, each Dealer who has (or will have) agreed to place that Tranche of Notes will be required to agree that:

- (a) it will (to the best of its knowledge and belief) comply with all applicable securities laws and regulations in force in each jurisdiction in which it purchases, subscribes or procures the subscription for, offers or sells Notes in that Tranche or has in its possession or distributes the Programme Memorandum and will obtain any consent, approval or permission required by it for the purchase, subscription, offer or sale by it of Notes in that Tranche under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchases, subscription, offers or sales; and
- (b) it will comply with such other or additional restrictions as the Issuer and such Dealer agree and as are set out in the Applicable Pricing Supplement.

Neither the Issuer nor any of the Dealers represent that Notes may at any time lawfully be subscribed for or sold in compliance with any applicable registration or other requirements in any jurisdiction or pursuant to any exemption available thereunder nor assumes any responsibility for facilitating such subscription or sale.

SOUTH AFRICAN TAXATION

Capitalised terms used in this section headed “South African Taxation” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in that section or are clearly inappropriate from the context.

The comments below are intended as a general guide to the relevant tax laws of South Africa as at the Programme Date. The contents of this section headed “South African Taxation” do not constitute tax advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.

Securities Transfer Tax

The issue, transfer and redemption of the Notes will not attract securities transfer tax under the Securities Transfer Tax Act, 2007 (the **STT Act**) because the Notes do not constitute “securities” as defined in the STT Act. Any future transfer duties and/or taxes that may be introduced in respect of (or applicable to) the transfer of Notes will be for the account of holders of the Notes.

Value-Added Tax

No value-added tax (**VAT**) is payable on the issue or transfer of the Notes. The issue, sale or transfer of the Notes constitute “financial services” as defined in section 2 of the Value-Added Tax Act, 1991 (the **VAT Act**). In terms of section 2 of the VAT Act, the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of a debt security as well as the buying and selling of derivatives constitute a financial service, which is exempt from VAT in terms of section 12(a) of the VAT Act. The Notes constitute “debt securities” as defined in section 2(2)(iii) of the VAT Act.

However, commissions, fees or similar charges raised for the facilitation of the issue, allotment, drawing, acceptance, endorsement or transfer of ownership of Notes will be subject to VAT at the standard rate (currently 15 percent), except where the recipient is a non-resident as contemplated below.

Services (including exempt financial services) rendered to non-residents who are not in South Africa when the services are rendered, are subject to VAT at the zero rate in terms of section 11(2)(l) of the VAT Act.

Income Tax

Under current South African tax laws a “resident” (as defined in section 1 of the Income Tax Act) is subject to income tax on his/her worldwide income. Accordingly, all Noteholders who are “residents” of South Africa will generally be liable to pay income tax, subject to available deductions, allowances and exemptions, on any income (including income in the form of interest) earned in respect of the Notes. Non-residents of South Africa are subject to income tax on all income derived from a South African source (subject to domestic exemptions or relief in terms of an applicable double taxation treaty).

Interest income is derived from a South African source if that amount:

- (a) is incurred by a person that is a South African tax resident, unless the interest is attributable to a foreign permanent establishment of that resident; or
- (b) is derived from the utilisation or application in South Africa by any person of any funds or credit obtained in terms of any form of “*interest-bearing arrangement*”.

The Notes will constitute an “*interest-bearing arrangement*”. The Issuer is tax resident in South Africa as at the Programme Date. Accordingly, unless the Notes are attributable to a permanent establishment of the Issuer outside of South Africa, the interest paid to the Noteholders will be from a South African source and subject to South African income tax unless such income is exempt under section 10(1)(h) of the Income Tax Act (see below).

Under section 10(1)(h) of the Income Tax Act, any amount of interest that is received or accrued by or to a Noteholder who, or which, is not a resident of South Africa during any year of assessment is exempt from income tax, unless:

- (a) that person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve month period preceding the date on which the interest is received by, or accrues to, that person; or

- (b) the debt from which the interest arises is effectively connected to a permanent establishment of that person in South Africa.

If a Noteholder does not qualify for the exemption under section 10(1)(h) of the Income Tax Act, an exemption from, or reduction of any South African income tax liability may be available under an applicable double taxation treaty.

Furthermore, certain entities may be exempt from income tax. Purchasers are advised to consult their own professional advisers as to whether the interest income earned on the Notes will be exempt under section 10(1)(h) of the Income Tax Act or under an applicable double taxation treaty.

Under section 24J of the Income Tax Act, broadly speaking, any discount or premium to the principal amount of a Note is treated as part of the interest income on the Note. Interest income which accrues (or is deemed to accrue) to a Noteholder is deemed, in accordance with section 24J of the Income Tax Act, to accrue on a day-to-day basis until that Noteholder disposes of the Note or until maturity unless an election has been made by the Noteholder, which is a company, if the Noteholder is entitled under section 24J(9) of the Income Tax Act to make such election, to treat its Notes as trading stock on a mark-to-market basis. This day-to-day basis accrual is determined by calculating the yield to maturity (as defined in section 24J of the Income Tax Act) and applying this rate to the capital involved for the relevant tax period. The premium or discount is treated as interest for the purposes of the exemption under section 10(1)(h) of the Income Tax Act.

Section 24JB deals with the fair value taxation of financial instruments for certain types of taxpayers (**covered persons**). Noteholders should seek advice as to whether these provisions may apply to them.

The tax treatment of subordinated notes where the issuer has no obligation to make interest and/or capital payments, the proceeds of which qualify as primary share capital may differ from the section 24J treatment noted above.

To the extent the disposal of the Note gives rise to a gain or a loss, the normal principles are to be applied in determining whether such gain or loss should be subject to income tax in terms of the Income Tax Act.

Capital Gains Tax

Capital gains and losses of residents of South Africa on the disposal of Notes are subject to capital gains tax unless the Notes are purchased for re-sale in the short term as part of a scheme of profit making, in which case the proceeds will be subject to income tax. Any discount or premium on acquisition which has already been treated as interest for income tax purposes under section 24J of the Income Tax Act will not be taken into account when determining any capital gain or loss. If the Notes are disposed of or redeemed prior to or on maturity, a gain or loss must be calculated. The gain or loss is deemed to have been incurred or to have accrued in the year of assessment in which the transfer or redemption occurred. The calculation of the gain or loss will take into account interest which has already accrued or been incurred during the period in which the transfer or redemption occurs. In terms of section 24J(4A) of the Income Tax Act, where an adjusted loss on transfer or redemption includes interest which has been included in the income of the holder, that amount qualifies as a deduction from the income of the holder during the year of assessment in which the transfer or redemption takes place.

Capital gains tax under the Eighth Schedule to the Income Tax Act will not be levied in relation to Notes disposed of by a Person who is not a resident of South Africa unless the Notes disposed of are attributable to a permanent establishment of that Person through which a trade is carried on in South Africa during the relevant year of assessment.

Purchasers are advised to consult their own professional advisers as to whether a disposal of Notes will result in a liability to capital gains tax.

Withholding Tax

A final withholding tax on interest is levied at the rate of 15% applies to interest payments made from a South African source to foreign persons (i.e. non-residents) subject to certain exemptions (see below). South Africa is also a party to double taxation treaties that may provide full or partial relief from the withholding tax on interest, provided that certain requirements are met.

The available exemptions apply in respect of the instrument giving rise to the interest, to the foreign person receiving the interest, or to the person liable for the interest (i.e. the Issuer).

Regarding the exemptions applicable in respect of the instrument, an amount of interest is exempt if it is paid to a foreign person in terms of “*listed debt*”, being debt listed on a “*recognised exchange*”, as defined in terms of paragraph 1 of the Eighth Schedule to the Income Tax Act. The Notes may be listed on a recognised exchange. Thus, to the extent that the Notes remain listed on that exchange (and to the extent that that exchange remains a recognised exchange), any interest paid to a foreign person in respect of the Notes will be exempt from the withholding tax on interest. If the Notes are not listed on a recognised exchange, then the interest paid to a foreign person will not be exempt from the withholding tax on interest unless another exemption is applicable.

Regarding the exemptions applicable in respect of the foreign person receiving the interest, an amount of interest is exempt if–

- (a) that foreign person is a natural person who was physically present in South Africa for a period exceeding 183 days in aggregate during the twelve month period preceding the date on which the interest is paid;
- (b) the debt claim in respect of which that interest is paid is effectively connected with a permanent establishment of that foreign person in South Africa, if that foreign person is registered as a taxpayer in terms of Chapter 3 of the Tax Administration Act, 2011; and
- (c) The foreign person submits a declaration confirming their exemption to the person liable for the payment of the interest before payment of the interest is made.

If a foreign person does not qualify for the above exemption, then any interest paid to that foreign person will not be exempt from the withholding tax on interest unless another exemption is applicable.

Regarding the exemptions applicable in respect of the person liable for the interest, none of these will be applicable in respect of the Issuer. Thus, if the exemptions in respect of listed debt and foreign persons above are not applicable, then any interest paid to a foreign person will not be exempt from the withholding tax.

Definition of Interest

The references to “*interest*” above means “*interest*” as understood in South African tax law. The statements above do not take account of any different definitions of “*interest*” or “*principal*” which may prevail under any other law or which may be created by the Terms and Conditions or any related documentation.

SOUTH AFRICAN EXCHANGE CONTROL

Capitalised terms used in this section headed “South African Exchange Control” shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

The information below is intended as a general guide to the position under the Exchange Control Regulations as at the Programme Date. The Exchange Control Regulations are subject to change at any time without notice. The contents of this section headed “South African Exchange Control” do not constitute exchange control advice and do not purport to describe all of the considerations that may be relevant to a prospective subscriber for or purchaser of any Notes. Prospective subscribers for or purchasers of any Notes should consult their professional advisers in this regard.

Non-South African resident Noteholders and emigrants from the Common Monetary Area

Dealings in the Notes and the performance by the Issuer of its obligations under the Notes and the Terms and Conditions may be subject to the Exchange Control Regulations.

Emigrant Blocked Rands

Blocked Rands may be used for the subscription for or purchase of Notes. Any amounts payable by the Issuer in respect of the Notes subscribed for or purchased with Blocked Rands may not, in terms of the Exchange Control Regulations, be remitted out of South Africa or paid into any non-South African bank account.

Emigrants from the Common Monetary Area

Any Individual Certificates issued to Noteholders who are emigrants from the Common Monetary Area will be endorsed “*non-resident*”. Such restrictively endorsed Individual Certificates shall be deposited with an authorised foreign exchange dealer controlling such emigrant’s blocked assets.

In the event that a Beneficial Interest in Notes is held by an emigrant from the Common Monetary Area through the CSD, the securities account maintained for such emigrant by the relevant Participant will be designated as an “*non-resident*” account.

Any payments of interest and/or principal due to a Noteholder who is an emigrant from the Common Monetary Area will be deposited into such emigrant Noteholder’s Blocked Rand account, as maintained by an authorised foreign exchange dealer. Interest payments are freely transferable and may be credited to the emigrant’s non-resident Rand account. Capital amounts in respect of principal are not freely transferable from the Common Monetary Area and may only be dealt with in terms of the Exchange Control Regulations.

Non-residents of the Common Monetary Area

Any Individual Certificates issued to Noteholders who are not resident in the Common Monetary Area will be endorsed “*non-resident*”. In the event that a Beneficial Interest in Notes is held by a non-resident of the Common Monetary Area through the CSD, the securities account maintained for such Noteholder by the relevant Participant will be designated as a “*non-resident*” account.

It will be incumbent on any such non-resident Noteholder to instruct the non-resident’s nominated or authorised dealer in foreign exchange as to how any funds due to such non-resident in respect of Notes are to be dealt with. Such funds may, in terms of the Exchange Control Regulations, be remitted abroad only if the relevant Notes are acquired with foreign currency introduced into South Africa or Rand from a non-resident Rand account and provided that the relevant Individual Certificate has been endorsed “*non-resident*” or the relevant securities account has been designated as a “*non-resident*” account, as the case may be.

The Issuer is domiciled and incorporated in South Africa and as such is not required to obtain exchange control approval.

For purposes of this section, **Common Monetary Area** means South Africa, Lesotho, Namibia, and Swaziland.

GENERAL INFORMATION

Capitalised terms used in this section headed "General Information" shall bear the same meanings as those used in the Terms and Conditions, except to the extent that they are separately defined in this section or this is clearly inappropriate from the context.

Authorisation

All consents, approvals, authorisations or other orders of all regulatory authorities required by the Issuer under the laws of South Africa as at the Programme Date have been given for the amendment and restatement of the Programme and the issue of Notes and for the Issuer to undertake and perform its obligations under the Programme Memorandum and the Notes.

Listing

The Programme Memorandum has been registered by the JSE on or about 31 January 2019. Notes to be issued under the Programme may be listed on the Interest Rate Market of the JSE or any other Financial Exchange. Unlisted Notes may also be issued under the Programme Memorandum.

Documents Available

So long as the this Programme Memorandum is registered with the JSE, copies of the documents incorporated under the section headed "*Documents Incorporated by Reference*" will, when published, be available at the registered office of the Issuer as set out at the end of this Programme Memorandum. This Programme Memorandum, any supplements and/or amendments hereto, the Applicable Pricing Supplements relating to any issue of listed Notes and the published audited annual financial statements of the Issuer will also be available on the Issuer's website at <http://www.hpf.co.za>. In addition, this Programme Memorandum, together with any supplement and/or amendment thereto, and the Applicable Pricing Supplements relating to any issue of listed Notes will be filed with the JSE which will publish such documents on its website at <http://www.jse.co.za>.

Material Change

As at the Programme Date, 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 audited financial statements. As at the Programme Date, there has been no involvement by PricewaterhouseCoopers Inc in making the aforementioned statement.

Litigation

Save as disclosed herein, neither the Issuer, nor any of its respective Subsidiaries is or has been involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which the Issuer is aware) which may have or have had a material effect on the financial position of the Issuer or its Subsidiaries in the previous 12 (twelve) months.

Auditors

KPMG Inc. have acted as the auditors of the financial statements of the Issuer for the financial years ended 30 June 2015 and 30 June 2016 and in respect of those years, have issued unmodified audit reports.

PricewaterhouseCoopers Inc have been appointed as the Issuer's auditors with effect from 22 November 2016 and have acted as the auditors of the financial statements of the Issuer for the financial years ended 31 March 2017 and 31 March 2018 and in respect of those years, have issued unmodified audit reports.

ISSUER

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(Registration Number 2005/014211/06)
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Lofts Offices, East Wing
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Corner Oxford Road and Tyrwhitt Avenue
Rosebank
Johannesburg
South Africa
P O Box 522195
Saxonwold, 2132
South Africa
Contact: Mr R Erasmus
(011) 510 7830 / 084 206 9536

ARRANGER

Hospitality Property Fund Limited
(Registration Number 2005/014211/06)
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Lofts Offices, East Wing
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DEALERS

Rand Merchant Bank,
a division of FirstRand Bank Limited
(Registration Number 1929/001225/06)
1 Merchant Place
Cnr Fredman Drive and Rivonia Road
Sandton, 2196
South Africa
P O Box 786273
Sandton, 2146
South Africa
Contact: Mr N Padayachee
(011) 282 8000

The Standard Bank of South Africa Limited,
acting through its Corporate and Investment
Banking division
(registration number 1962/000738/06)
30 Baker Street
3rd Floor East
Rosebank, 2196
South Africa
PO Box 61344
Marshalltown, 2107
South Africa
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(registration number 1951/000009/06)
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Sandton, 2196
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PO Box 1144
Johannesburg, 2000
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a division of FirstRand Bank Limited**
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TRANSFER AGENT, CALCULATION AGENT, PAYING AGENT AND ISSUER AGENT

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a division of FirstRand Bank Limited**
(Registration Number 1929/001225/06)
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Contact: Mr N Padayachee
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