



FORTRESS INCOME FUND LIMITED

*(Incorporated in the Republic of South Africa with limited liability under registration number 2009/016487/06)
(as Issuer)*

jointly and severally, unconditionally and irrevocably guaranteed by

FORTRESS INCOME 2 PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2009/005857/07)

FORTRESS INCOME 3 PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2009/014323/07)

Issue of ZAR250,000,000 Senior Unsecured Floating Rate Notes due 08 October 2014

Under its ZAR2,000,000,000 Domestic Medium Term Note Programme

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum, dated 7 June 2012, prepared by Fortress Income Fund Limited in connection with the Fortress Income Fund Limited ZAR2,000,000,000 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 | Fortress Income Fund Limited |
| 2. | Guarantors | Fortress Income 2 Proprietary Limited; and
Fortress Income 3 Proprietary Limited. |
| 3. | Dealer(s) | Rand Merchant Bank, a division of FirstRand Bank Limited |
| 4. | Managers | N/A |
| 5. | Debt Sponsor | Rand Merchant Bank, a division of FirstRand Bank Limited |
| 6. | Paying Agent | The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division |
| | Specified Address | 5 th Floor, 3 Simmonds Street, Johannesburg, 2001 |

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|----|-------------------|---|
| 7. | Calculation Agent | Rand Merchant Bank, a division of FirstRand Bank Limited |
| | Specified Address | 1 Merchant Place, Cnr Fredman Drive and Rivonia Road, Sandton, 2196 |
| 8. | Transfer Agent | Rand Merchant Bank, a division of FirstRand Bank Limited |
| | Specified Address | 1 Merchant Place, Cnr Fredman Drive and Rivonia Road, Sandton, 2196 |

PROVISIONS RELATING TO THE NOTES

- | | | |
|-----|---|--|
| 9. | Status of Notes | Senior Unsecured |
| 10. | Series Number | 11 |
| 11. | Tranche Number | 1 |
| 12. | Aggregate Nominal Amount: | |
| | (a) Series | ZAR250,000,000 |
| | (b) Tranche | ZAR250,000,000 |
| 13. | Interest | Interest-bearing |
| 14. | Interest Payment Basis | Floating Rate |
| 15. | Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another | N/A |
| 16. | Form of Notes | The Notes in this Tranche will be listed and are issued in uncertificated form and held by the CSD |
| 17. | Issue Date | 09 October 2013 |
| 18. | Nominal Amount per Note | ZAR1,000,000 |
| 19. | Specified Denomination | ZAR1,000,000 |
| 20. | Specified Currency | ZAR |
| 21. | Issue Price | 100 percent |
| 22. | Interest Commencement Date | 09 October 2013 |
| 23. | Maturity Date | 08 October 2014 |
| 24. | Applicable Business Day Convention | Following Business Day |
| 25. | Final Redemption Amount | 100% of Nominal Amount |
| 26. | Last Day to Register | by 17h00 on 27 December 2013, 28 March 2014, 27 June 2014 and 26 September 2014 |
| 27. | Books Closed Period | The Register will be closed from 30 December 2013 to 8 January 2014, 31 March 2014 to 8 April 2014, 30 June 2014 to 8 July 2014 and 29 September 2014 to the Maturity Date |
| 28. | Default Rate | N/A |
| | FIXED RATE NOTES | N/A |

FLOATING RATE NOTES

29.	(a) Interest Payment Date(s)	09 January 2014, 09 April 2014, 09 July 2014, 08 October 2014.
	(b) Interest Periods	From and including the applicable Interest Payment Date and ending on but excluding the following Interest Payment Date, the first Interest Period commencing on 09 October 2013 and ending the day before the next Interest Payment Date
	(c) Definitions of Business Day (if different from that set out in Condition 1 (<i>Interpretation</i>))	N/A
	(d) Minimum Interest Rate	N/A
	(e) Maximum Interest Rate	N/A
	(f) Day Count Fraction	Actual/365
	(g) Any other terms relating to the particular method of calculating interest	N/A
30.	Manner in which the Interest Rate is to be determined	Screen Rate Determination
31.	Margin	80 basis points to be added to the reference rate
32.	If ISDA Determination	N/A
	(a) Floating Rate	N/A
	(b) Floating Rate Option	N/A
	(c) Designated Maturity	N/A
	(d) Reset Date(s)	N/A
33.	If Screen Rate Determination	
	(a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	3 month ZAR-JIBAR
	(b) Interest Determination Date(s)	09 January 2014, 09 April 2014, 09 July 2014, with the first Interest Determination Date being 07 October 2013
34.	(c) Relevant Screen Page and Reference Code	Reuters page 0#SFXmm: or successor page
35.	If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Determination, insert basis for determining Rate of Interest/Margin/Fallback provisions	N/A
36.	Calculation Agent responsible for calculating amount of principal and interest	N/A

ZERO COUPON NOTES

N/A

PARTLY PAID NOTES	N/A
MIXED RATE NOTES	N/A
INDEX-LINKED NOTES	N/A
DUAL CURRENCY NOTES	N/A
EXCHANGEABLE NOTES	N/A
OTHER NOTES	N/A

PROVISIONS REGARDING REDEMPTION/MATURITY

37.	Redemption at the Option of the Issuer:	No
38.	Redemption at the Option of the Senior Noteholders:	No
39.	Redemption in the event of a Change of Control at the election of Noteholders pursuant to Condition 11.5 (<i>Redemption in the event of a Change of Control</i>) or any other terms applicable to a Change of Control	Yes
40.	Early Redemption Amount(s) payable on redemption for taxation reasons or on Event of Default (if required).	Yes

GENERAL

41.	Financial Exchange	Interest Rate Market of the JSE
42.	Additional selling restrictions	N/A
43.	ISIN No.	ZAG000109844
44.	Stock Code	FIFC09
45.	Stabilising manager	N/A
46.	Provisions relating to stabilisation	N/A
47.	Method of distribution	Sealed bid auction without feedback
48.	Credit Rating assigned to the Issuer	A1- National Short term unsecured, assigned as at March 2013 and which may be reviewed from time to time
49.	Applicable Rating Agency	Global Credit Rating Co. Proprietary Limited
50.	Governing law (if the laws of South Africa are not applicable)	N/A
51.	Other provisions	Covenants See Schedule 1 headed " <i>Redemption in the event of a breach of Financial Covenant</i> ".

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

52. Paragraph 3(5)(a)
The "*ultimate borrower*" (as defined in the Commercial Paper Regulations) is the Issuer.
53. 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.

54. Paragraph 3(5)(c)

The auditor of the Issuer is Deloitte & Touche.

55. Paragraph 3(5)(d)

As at the date of this issue:

- (i) the Issuer has issued ZAR1,620,000,000 (inclusive of this issue) Commercial Paper (as defined in the Commercial Paper Regulations); and
- (ii) the Issuer estimates that it will issue ZAR380,000,000 additional Commercial Paper during the current financial year, ending 30 June 2014.

56. 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.

57. 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.

58. Paragraph 3(5)(g)

The Notes issued will be listed.

59. 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.

60. Paragraph 3(5)(i)

The obligations of the Issuer in respect of the Notes are guaranteed in terms of the Guarantee provided by the Guarantors but are otherwise unsecured.

61. Paragraph 3(5)(j)

Deloitte & Touche, the statutory auditors of the Issuer, have confirmed that 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 accepts full responsibility for the information contained in this Applicable Pricing Supplement. To the best of the knowledge and belief of the Issuer the information contained in this Applicable Pricing Supplement is in accordance with the facts and does not omit anything which would make any statement false or misleading and all reasonable enquiries to ascertain such facts have been made. This Applicable Pricing Supplement contains all information required by law and the debt listings requirements of the JSE.

Application is hereby made to list this issue of Notes on 09 October 2013.

SIGNED at Johannesburg on this 8th day of October 2013.

For and on behalf of
FORTRESS INCOME FUND LIMITED


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


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

REDEMPTION IN THE EVENT OF A BREACH OF FINANCIAL COVENANT

1. Redemption in the event of a breach of Financial Covenant

The provisions of this Schedule 1 (*Redemption in the event of a breach of Financial Covenant*) shall apply to the FIFC09 Notes (the **Notes**).

- 1.1. The Issuer shall, for as long as the Notes remain Outstanding, maintain the Financial Covenant.
- 1.2. The Issuer shall be required to test the Financial Covenant within 60 (sixty) Days of the end of each interim financial period or financial year, as the case may be.
- 1.3. If a breach of Financial Covenant (as defined below) occurs at any time while any Note remains Outstanding, then the Issuer shall within 20 (twenty) Days after the Issuer becoming aware of a breach of Financial Covenant take reasonable steps to remedy such breach of Financial Covenant, failing which, the Issuer shall promptly give notice to the Noteholders in accordance with Condition 19 (*Notices*) specifying the nature of the breach of Financial Covenant and the circumstances giving rise to it and the procedure for exercising the option contained in paragraph 1.4 below (**Breach of Financial Covenant Notification**).
- 1.4. Such option shall be exercisable by the Noteholders by the delivery of a written notice (a **Breach of Financial Covenant Redemption Notice**) to the Issuer at its registered office within 30 (thirty) Days after the receipt by the Noteholders of the Breach of Financial Covenant Notification, unless prior to the delivery by that Noteholder of its Breach of Financial Covenant Redemption Notice the Issuer gives notice to redeem the Notes.
- 1.5. Subject to paragraph 1.4, the Issuer shall redeem all Notes held by the Noteholders at its Early Redemption Amount together with accrued interest (if any) within 15 (fifteen) Days of having received a Breach of Financial Covenant Redemption Notice from the Noteholders to redeem such Notes.
- 1.6. In the event of any dispute in respect of any calculation relating to the Financial Covenant referred to in paragraph 1.7, such dispute shall be determined by the Issuer's independent auditors, acting as experts and not as arbitrators (taking into account the Terms and Conditions), whose determination will, in the absence of manifest error, be final and binding on the Issuer and Noteholders. The cost of such independent auditors in resolving such dispute shall be borne by the Issuer.
- 1.7. For the purposes of this Schedule 1 (*Redemption in the event of a breach of Financial Covenant*):
 - (a) **Financial Covenant** means the Loan to Value Ratio (as defined below) to be maintained by the Issuer for as long as any Notes remain Outstanding under the Terms and Conditions, whereby such Loan to Value Ratio shall not exceed 50% (fifty percent).
 - (b) **Loan to Value Ratio** means in respect of the Issuer, whilst any Notes remain Outstanding:
 - i. the secured and unsecured debt plus any sureties or guarantees secured by the assets of the Fortress Group, provided by the Fortress Group for any liability or obligation of the Fortress Group after the Programme Date;
 - ii. divided by the sum of the market value of the property portfolio and the listed stock portfolio of the Fortress Group,
expressed as a percentage.