
APPLICABLE PRICING SUPPLEMENT



FORTRESS REAL ESTATE INVESTMENTS LIMITED

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

unconditionally and irrevocably guaranteed by

CAPITAL PROPFUND PROPRIETARY LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2014/013211/07)

and

FORTRESS INCOME 3 PROPRIETARY LIMITED

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

Issue of ZAR491,000,000 Senior Unsecured Floating Rate Notes due 22 April 2029

Under its ZAR20,000,000,000 Domestic Medium Term Note Programme

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum, dated 10 January 2019, prepared by Fortress Real Investments Limited in connection with the Fortress Real Estate Investments Limited ZAR20,000,000,000 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 Real Estate Investments Limited
2.	Guarantors	Fortress Income 3 Proprietary Limited; and Capital Propfund Proprietary Limited.
3.	Dealer	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
4.	Manager(s)	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

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
9.	Settlement Agent	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
	Specified Office	5 th Floor, 3 Simmonds Street, Johannesburg, 2001
10.	Issuer Agent	The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
	Specified Office	5 th Floor, 3 Simmonds Street, Johannesburg, 2001

PROVISIONS RELATING TO THE NOTES

11.	Status of Notes	Senior Unsecured
12.	Form of Notes	The listed Notes in this Tranche are issued in uncertificated form and held by the CSD
13.	Series Number	76
14.	Tranche Number	1
15.	Aggregate Nominal Amount:	
	(a) Series	ZAR491,000,000
	(b) Tranche	ZAR491,000,000
16.	Interest	Interest-bearing
17.	Interest Payment Basis	Floating Rate
18.	Automatic/Optional Conversion from one Interest/Redemption/Payment Basis to another	N/A
19.	Issue Date	22 April 2024
20.	Nominal Amount per Note	ZAR1,000,000
21.	Specified Denomination	ZAR1,000,000
22.	Specified Currency	ZAR
23.	Issue Price	100 percent
24.	Interest Commencement Date	22 April 2024
25.	Maturity Date	22 April 2029
26.	Applicable Business Day Convention	Following Business Day
27.	Final Redemption Amount	100% of the Aggregate Nominal Amount

28.	Last Day to Register	By 17h00 on 11 July, 11 October, 11 January and 11 April in each year until the Maturity Date, or if any early redemption occurs, 11 Days prior to the actual Redemption Date, or if such day is not a Business Day, the Business Day before each Books Closed Period
29.	Books Closed Period(s)	The Register will be closed from 12 July to 21 July, 12 October to 21 October, 12 January to 21 January and 12 April to 21 April (all dates inclusive) in each year until the Maturity Date, or if any early redemption occurs, 10 Days prior to the actual Redemption Date
30.	Default Rate	Reference Rate plus Margin plus 2%
31.	Interest Payment Date(s)	22 July, 22 October, 22 January and 22 April in each year until the Maturity Date, with the first Interest Payment Date being 22 July 2024, or, if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the Applicable Business Day Convention (as specified in this Applicable Pricing Supplement)
32.	Interest Periods	Each period from, and including, the applicable Interest Payment Date and ending on, but excluding, the following Interest Payment Date, the first Interest Period commences on (and includes) the Interest Commencement Date and ends on (but excludes) the first Interest Payment Date (each Interest Payment Date is as adjusted in accordance with the Applicable Business Day Convention)

FIXED RATE NOTES

N/A

FLOATING RATE NOTES

33.	(a) Definition of Business Day (if different from that set out in Condition 1) (<i>Interpretation</i>)	N/A
	(b) Minimum Rate of Interest	N/A
	(c) Maximum Rate of Interest	N/A
	(d) Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	Actual/365
34.	Rate of Interest and the manner in which the Rate of Interest is to be determined	Screen Rate Determination (Reference Rate plus Margin)
35.	Margin	158 basis points to be added to the Reference Rate
36.	If ISDA Determination	N/A
37.	If Screen Rate Determination:	

(a)	Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	3 month ZAR-JIBAR-SAFEX
(b)	Interest Rate Determination Date(s)	22 July, 22 October, 22 January and 22 April (or the first Business Day of each Interest Period) in each year until the Maturity Date, with the first Interest Rate Determination Date being 17 April 2024
(c)	Relevant Screen Page and Reference Code	Reuters page SAFEY MNY MKT code 0#SFXMM: or any successor page
38.	If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen Rate Determination, insert basis for determining Rate of Interest/Margin/ Fallback provisions	N/A
39.	Calculation Agent responsible for calculating amount of principal and interest	Rand Merchant Bank, a division of FirstRand Bank Limited
	ZERO COUPON NOTES	N/A
	PARTLY PAID NOTES	N/A
	INSTALMENT NOTES	N/A
	MIXED RATE NOTES	N/A
	INDEX-LINKED NOTES	N/A
	DUAL CURRENCY NOTES	N/A
	EXCHANGEABLE NOTES	N/A
	OTHER NOTES	N/A
	PROVISIONS REGARDING REDEMPTION/MATURITY	
40.	Redemption at the Option of the Issuer:	No
41.	Redemption at the option of the Senior Noteholders:	No
42.	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
43.	Redemption in the event of a failure to maintain JSE Listing and Rating at the election of the Noteholders pursuant to Condition 11.6 (<i>Redemption in the event of a failure to maintain JSE Listing and Rating</i>).	Yes
44.	Early Redemption Amount(s) payable on redemption for taxation reasons pursuant to Condition 11.2 (<i>Redemption for Tax Reasons</i>), on Event of Default pursuant to Condition 17 (<i>Events of Default</i>), on a Change of Control pursuant to Condition 11.5 (<i>Redemption</i>	N/A

in the event of a Change of Control) or in relation to a failure to maintain a JSE Listing and Rating pursuant to Condition 11.6 (Redemption in the event of a failure to maintain JSE Listing and Rating) (if required or if different from that set out in the relevant Conditions).

GENERAL

45.	Financial Exchange	Interest Rate Market of the JSE
46.	Additional selling restrictions	N/A
47.	ISIN No.	ZAG000204538
48.	Bond Code	FIFB28
49.	Stabilising manager	N/A
50.	Provisions relating to stabilisation	N/A
51.	Method of distribution	Dutch Auction
52.	Rating assigned to the Issuer	Global Credit Rating Co.: National: Short term A1+(za) Long term AA-(za) Moody's: National: Short term P-1.za Corporate Family Rating: Ba2 National: Long term Aa2.za
53.	Applicable Rating Agency	Global Credit Rating Co. and Moody's Investors Service South Africa (Pty) Ltd
54.	Governing law (if the laws of South Africa are not applicable)	N/A
55.	Other provisions	See Appendix 1 headed " <i>Additional Terms and Conditions relating to the FIFB28 Notes - Redemption in the event of a breach of Loan to Value Financial Covenant</i> "
56.	Total Notes in Issuance	ZAR9,800,000,000

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

At the date of the Applicable Pricing Supplement:

57. Paragraph 3(5)(a)

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

58. 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.

59. Paragraph 3(5)(c)

The auditor of the Issuer is KPMG.

60. Paragraph 3(5)(d)

As at the date of this issue:

- (a) the Issuer has issued ZAR9,800,000,000 (excluding this issue and any other Notes issuing on the same Issue Date) of Commercial Paper (as defined in the Commercial Paper Regulations); and
- (b) the Issuer does not anticipate to issue any additional Commercial Paper (excluding this issue and any other Notes issuing on the same Issue Date) during the current financial year, ending 30 June 2024.

61. 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.

62. 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.

63. Paragraph 3(5)(g)

The Notes issued will be listed.

64. 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.

65. Paragraph 3(5)(i)

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

66. Paragraph 3(5)(j)

KPMG, 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.

Additional Disclosure:

The Dealer and its affiliates have a lending relationship with the Issuer and from time to time have performed, and in the future will perform, banking, investment banking, advisory, consulting and other financial services for the Issuer and its affiliates, for which it may receive customary advisory and transaction fees and expenses reimbursement.

In addition, in the ordinary course of their business activities, the Dealer and its affiliates may make loans or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers. Such loans, investments and securities activities may involve securities and/or instruments of the Issuer or the Issuer's affiliates (including the Notes). The Dealer or its affiliates may hedge their credit exposure to the Issuer consistent with their customary risk management policies.

Responsibility:

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from this Applicable Pricing Supplement which would make any statement false or misleading, that all reasonable enquiries to ascertain such facts have been made and that the Programme Memorandum as read 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 and all documents incorporated by reference (see the section of the Programme Memorandum headed "*Documents Incorporated by Reference*"), except as otherwise stated therein.

The JSE takes no responsibility for the contents of the Programme Memorandum, the annual reports, which include the annual financial statements and this Applicable Pricing Supplement 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, the annual reports, which include the annual financial statements and this Applicable Pricing Supplement of the Issuer and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The JSE's approval of the registration of the Programme Memorandum and listing of the Notes is not to be taken in any way as an indication of the merits of the Issuer or of the Notes and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Programme Amount:

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised Programme Amount of ZAR20,000,000,000 has not been exceeded.

Material Change:

As at the date of this Applicable Pricing Supplement, and after due and careful enquiry, there has been no material change (save for the scheme of arrangement as notified via the SENS announcement dated, 6 February 2024) in the financial or trading position of the Issuer and its Subsidiaries since the date of the Issuer's latest interim financial report for the six months ended 31 December 2023.

As at the date of this Applicable Pricing Supplement, there has been no involvement by KPMG in making the aforementioned statement.


Listing:

Application is hereby made to list this issue of Notes on 22 April 2024.

SIGNED at MORNINGSIDES on this 17th day of April 2024

For and on behalf of
FORTRESS REAL ESTATE INVESTMENTS LIMITED


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


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

**ADDITIONAL TERMS AND CONDITIONS RELATING TO THE FIFB28 NOTES - REDEMPTION IN
THE EVENT OF A BREACH OF LOAN TO VALUE FINANCIAL COVENANT**

1. **Redemption in the event of a breach of Loan to Value Financial Covenant**
- 1.1 The Issuer shall, for as long as the FIFB28 Notes remain Outstanding, maintain the Loan to Value Financial Covenant.
- 1.2 The Issuer shall be required to test the Loan to Value Financial Covenant within 90 (ninety) Days of the end of each interim financial period or financial year, as the case may be.
- 1.3 If a breach of Loan to Value Financial Covenant (as defined below) occurs at any time while any FIFB28 Note remains Outstanding, then the Issuer shall within 20 (twenty) Days after the Issuer becoming aware of a breach of Loan to Value Financial Covenant take reasonable steps to remedy such breach of Loan to Value 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 Loan to Value Financial Covenant and the circumstances giving rise to it and the procedure for exercising the option contained in paragraph 1.4 below (**Breach of Loan to Value Financial Covenant Notification**).
- 1.4 Such option shall be exercisable by the Noteholders by the delivery of a written notice (a **Breach of Loan to Value 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 Loan to Value Financial Covenant Notification, unless prior to the delivery by that Noteholder of its Breach of Loan to Value Financial Covenant Redemption Notice the Issuer gives notice to redeem the FIFB28 Notes.
- 1.5 Subject to paragraph 1.4, the Issuer shall redeem all FIFB28 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 Loan to Value Financial Covenant Redemption Notice from the Noteholders to redeem such FIFB28 Notes.
- 1.6 In the event of any dispute in respect of any calculation relating to the Loan to Value 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 paragraph 1 (*Redemption in the event of a breach of Loan to Value Financial Covenant*):

- 1.7.1 **Loan to Value Financial Covenant** means the Loan to Value Ratio (as defined below) to be maintained by the Issuer for as long as any FIFB28 Notes remain Outstanding under the Terms and Conditions, whereby such Loan to Value Ratio shall not exceed 50% (fifty percent).
- 1.7.2 **Loan to Value Ratio** means in respect of the Issuer, whilst any FIFB28 Notes remain Outstanding:
- 1.7.2.1 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;
- 1.7.2.2 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.