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## APPLICABLE PRICING SUPPLEMENT

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*Out of the Ordinary<sup>®</sup>*



### **INVESTEC PROPERTY FUND LIMITED**

*(Registration Number 2008/011366/06)*

*(Established and incorporated as a public company with limited liability in accordance with the laws of South Africa)*

### **Issue of ZAR760,000,000 Tranche 1 Senior Unsecured Floating Rate Notes due 22 June 2024 (IPFG01)**

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

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described herein. Terms used herein shall be deemed to be defined as such for the purposes of the Terms and Conditions set forth in the amended and restated Programme Memorandum dated 4 June 2019. This Applicable Pricing Supplement must be read in conjunction with such Programme Memorandum. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and such Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail. To the extent that certain provisions of the *pro forma* Applicable Pricing Supplement do not apply to the Notes described herein, they may be deleted in this Applicable Pricing Supplement or indicated to be not applicable.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the Terms and Conditions. References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the amended and restated Programme Memorandum entitled "*Terms and Conditions of the Notes*". References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

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 and that the Programme Memorandum and this Applicable Pricing Supplement contain all information required by Applicable Law and the JSE Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum, this Applicable Pricing Supplement and the annual financial statements of the Issuer and any amendments to the aforesaid documents, except as otherwise stated therein.

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

Applicable Pricing Supplement and 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 the 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 further confirms that the issue of Notes described herein will not exceed the aggregate Principal Amount of Notes that may be Outstanding under the Programme.

## DESCRIPTION OF THE NOTES

1	Issuer	Investec Property Fund Limited
2	Status of Notes	Senior Unsecured
3	Nature of Security	Not Applicable
4	(a) Tranche Number	1
	(b) Series Number	1
5	Aggregate Principal Amount	ZAR760,000,000
6	Interest/Payment Basis	Floating Rate
7	Form of Notes	Uncertificated Notes
8	Automatic/Optional Conversion from one Interest/Payment Basis to another	Not Applicable
9	Issue Date	22 April 2021
10	Business Centre	Johannesburg
11	Additional Business Centre	Not Applicable
12	Specified Denomination	ZAR1,000,000
13	Issue Price	100 percent
14	Interest Commencement Date	22 April 2021
15	Redemption Date	22 June 2024
16	Specified Currency	Rand
17	Applicable Business Day Convention	Following Business Day
18	Calculation Agent	Investec Bank Limited

19	Specified office of the Calculation Agent	100 Grayston Drive, Sandown, Sandton, 2196
20	Paying Agent	Investec Bank Limited
21	Specified office of the Paying Agent	100 Grayston Drive, Sandown, Sandton, 2196
22	Transfer Agent	Investec Bank Limited
23	Specified office of the Transfer Agent	100 Grayston Drive, Sandown, Sandton, 2196
24	Settlement Agent	Nedbank Limited
25	Specified office of the Settlement Agent	Nedbank Investor Services, 2nd Floor, 16 Constantia Boulevard, Constantia Kloof, Roodepoort, 1709
26	Dealer	The Standard Bank of South Africa Limited
27	Specified office of the Dealer	30 Baker Street, Rosebank, Johannesburg, 2196
28	Final Redemption Amount	ZAR760,000,000 (being 100% of the Aggregate Principal Amount)

#### FLOATING RATE NOTES

29	(a) Interest Payment Dates	22 June, 22 September, 22 December and 22 March in each year up to the Redemption Date, or if such day is not a Business Day, the Business Day on which interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in item 17 above)
	(b) Interest Periods	Each period commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date, provided that the first Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) 22 June 2021 (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
	(c) Definition of Business Day (if different from that set out in Condition 1)	Not applicable
	(d) Minimum Interest Rate	Not applicable
	(e) Maximum Interest Rate	Not applicable

	(f) Other terms relating to the method of calculating interest (e.g. Day Count Fraction, rounding up provision, if different from Condition 7)	Actual/365
30	Manner in which the Interest Rate is to be determined	Screen Rate Determination
31	Margin	Subject to paragraph 2 of Annexure A, 190 basis points nominal annual compounded quarterly to be added to the Reference Rate
32	If ISDA Determination	
	(a) Floating Rate Option	Not applicable
	(b) Designated Maturity	Not applicable
	(c) Reset Date(s)	Not applicable
33	If Screen Determination	
	(a) Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated)	3 Month JIBAR
	(b) Rate Determination Dates	The first Business Day of each Interest Period with the first Rate Determination Date being 19 April 2021
	(c) Relevant Screen page and Reference Code	Reuters Screen SAFETY page under caption "Yield" as at approximately 11h00, Johannesburg time, on the relevant Rate Determination Date, rounded to the third decimal point
34	If Interest Rate to be calculated otherwise than by reference to the previous two sub-clauses, insert basis for determining Interest Rate/Margin/Fall back provisions	Not applicable
35	Any other terms relating to the particular method of calculating interest	Not applicable

## PROVISIONS REGARDING REDEMPTION/ MATURITY

36	Issuer's Optional Redemption: if yes -	Yes, in terms of Condition 9.2 ( <i>Redemption for tax reasons</i> )
(a)	Optional Redemption Dates	Any Interest Payment Date
(b)	Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)	Not applicable
(c)	Minimum Period of Notice (if different to Condition 9.2)	Not applicable
(d)	If redeemable in part:	
	Minimum Redemption Amount(s)	Not Applicable
	Higher Redemption Amount(s)	Not Applicable
(e)	Other terms applicable on Redemption	Not Applicable
37	Redemption at the option of the Senior Noteholders	No
38	Early Redemption Amount(s) payable on redemption for taxation reasons	At their Early Redemption Amount as set out in Condition 9.5(a)

## GENERAL

39	Additional selling restrictions	Not Applicable
(a)	International Securities Identification Number (ISIN)	ZAG000175795
(b)	Stock Code	IPFG01
40	Financial Exchange	Interest Rate Market of the JSE
41	If syndicated, names of managers	Not Applicable
42	Method of Distribution	Private Placement
43	Credit Rating assigned to the Issuer as at the Issue Date	AA-(ZA) on a long term national scale and A1+(ZA) on a short term national scale
(a)	Rating Agency	Global Credit Rating Co.

(b)	Date of issue of current Credit Rating	18 December 2020
(c)	Date of next expected Credit Rating review	December 2021
44	Governing law (if the laws of South Africa are not applicable)	Not Applicable
45	Use of proceeds	The proceeds of the issuance of the Notes will be used by the Issuer to refinance existing debt.
46	Last Day to Register	17 June, 17 September, 17 December and 17 March of each year, which shall mean that the Register will be closed from each Last Day to Register to the next applicable Interest Payment Date. In respect of the last Interest Payment Date (being the Final Redemption Date), the Last Day to Register will be 17 June 2024
47	Books Closed Period	The Register will be closed from (and including) 18 June to (but excluding) 22 June, from (and including) 18 September to (but excluding) 22 September, from (and including) 18 December to (but excluding) 22 December and from (and including) 18 March to (but excluding) 22 March in each year. In respect of the last Interest Payment Date (being the Final Redemption Date), the register shall be closed from (and including) 18 June 2024 to (but excluding) 22 June 2024
48	Stabilisation Manager (if any)	Not Applicable
49	Authorised Amount	ZAR10,000,000,000
50	Legal or Arbitration proceedings	The Issuer is not aware of any legal or arbitration proceedings, including any proceedings that are pending or threatened, that may have or have had a material effect of the Issuer's financial position within the past 12 months
51	Compliance with legislation and memorandum of incorporation	<p>The Issuer confirms that it is –</p> <p>(a) in compliance with the provisions of the Companies Act 71 of 2008, specifically relating to its incorporation; and</p> <p>(b) acting in conformity with the provisions of its memorandum of incorporation and any other relevant constitutional documents</p>



52 Material change statement

The Issuer confirms that no material change in its (or any of its subsidiaries') financial or trading position has occurred since the end of its last financial year, for which audited financial statements (in respect of the Issuer) or unaudited interim reports (in respect of its subsidiaries) were published. This statement has not been reviewed and reported on by the Issuer's auditors

53 Other provisions

*FINANCIAL COVENANTS*

The following financial covenants shall be applicable in respect of the Notes issued pursuant to this Applicable Pricing Supplement.

The Issuer undertakes, for so long as any Notes remain Outstanding, to maintain the following ratios –

Measured at an Issuer level -

- (i) Issuer Interest Cover Ratio of at least 2 times;
- (ii) Issuer Loan to Value Ratio, which may not exceed 50%; and
- (iii) Encumbered Assets to Value Ratio, which may not exceed 70%,

Where -

"**Interest Cover Ratio**" means, at any time (and calculated semi-annually based on the consolidated audited annual financial statements and consolidated unaudited interim financial statements of the Issuer), the ratio expressed as follows -

Interest Cover Ratio = Y divided by X

Where -

Y = EBITDA (earnings before interest, tax, depreciation and amortisation) for that period; and

X = Interest expense for that period,

for the avoidance of doubt, "earnings" in the definition of EBITDA, shall include net property income, income from investments (listed and

unlisted) and interest received on shareholder loans.

**"Issuer Loan to Value Ratio"** means at any time (and calculated semi-annually based on the consolidated audited annual financial statements and consolidated unaudited interim financial statements of the Issuer), the ratio expressed as follows -

Issuer Loan to Value Ratio = A divided by V

Where -

A = the interest bearing financial indebtedness of the Issuer net cash; and

V = the amount of the most recent independent external market valuation or director's valuation of all the immovable properties and Other Investments, owned by the Issuer as set out in its latest consolidated audited annual financial statements and consolidated unaudited interim financial statements.

**"Encumbered Assets to Value Ratio"** means, at any time (and calculated semi-annually based on the consolidated audited annual financial statements and consolidated unaudited interim financial statements of the Issuer), the ratio expressed as follows -

Encumbered Assets to Value Ratio = E divided by FV

Where -

E = the amount of the most recent independent external market valuation or director's valuation of all the immovable properties and Other Investments owned by the Issuer that are Encumbered, as set out in its latest consolidated audited annual financial statements and consolidated unaudited interim financial statements;

FV = the amount of the most recent independent external market valuation or director's valuation of all the immovable properties and Other Investments owned by the Issuer as set out in its latest consolidated audited annual financial



statements and consolidated unaudited interim financial statements.

For purposes of the ratios referred to above, -

- (a) **"Other Investments"** means all investments in, and net loans to, subsidiaries, associates and joint ventures, as set out in the consolidated audited annual financial statements and consolidated unaudited interim financial statements of the Issuer; and
- (b) **"Encumbrance"** means any mortgage bond, notarial bond, pledge, lien, hypothecation, assignment, cession *in securitatem debiti*, deposit by way of security or other agreement or arrangement (whether conditional or not and whether relating to existing or future assets) having the effect of providing a security interest or preferential treatment to any person over another person's assets but excluding any statutory preferences, and **"Encumbered"** shall have a corresponding meaning.

#### DISCLOSURE REQUIREMENTS IN TERMS OF PARAGRAPH 3(5) OF THE COMMERCIAL PAPER REGULATIONS

At the date of this Applicable Pricing Supplement:

54 **Paragraph 3(5)(a)**

The ultimate borrower is the Issuer.

55 **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.

56 **Paragraph 3(5)(c)**

The auditor of the Issuer is Ernst & Young Inc.

**57 Paragraph 3(5)(d)**

As at the date of this issue:

- (a) the Issuer currently has ZAR4,265,000,000 Notes in issue (excluding Notes issued under this Applicable Pricing Supplement and any other Notes issued on the Issue Date); and
- (b) to the best of the Issuer's knowledge and belief, it is anticipated that the Issuer will issue ZAR725,000,000 Notes during its current financial year (excluding the Notes issued under this Applicable Pricing Supplement and any other Notes issued on the Issue Date).

**58 Paragraph 3(5)(e)**

Prospective investors in the Notes are to consider this Applicable Pricing Supplement, the Programme Memorandum and the documentation incorporated therein by reference in order to ascertain the nature of the financial and commercial risks of an investment in the Notes. In addition, prospective investors in the Notes are to consider the latest audited financial statements of the Issuer which are incorporated into the Programme Memorandum by reference and which may be requested from the Issuer.

**59 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.

**60 Paragraph 3(5)(g)**

The Notes will be listed on the Interest Rate Market of the JSE.

**61 Paragraph 3(5)(h)**

The proceeds to be raised through the issue of the Notes issued pursuant to this Applicable Pricing Supplement are to be used by the Issuer for general corporate purposes.

**62 Paragraph 3(5)(i)**

The Notes are unsecured.

**63 Paragraph 3(6)(j)**

Ernst & Young Inc, the auditor of the Issuer, has confirmed that nothing has come to its attention to indicate that this issue of Notes issued under the Programme does not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.

#### ADDITIONAL DISCLOSURE

The Dealer acts in a number of different capacities in relation to the Issuer and the transaction described herein. The Dealer and its affiliates may have a lending relationship with the Issuer and/or any entity in the Group and their respective affiliates and from time to time may have performed, and in the future may perform, banking, investment banking, advisory, consulting and other financial services for any such entities, for which the Dealer and its affiliates may receive customary advisory and transaction fees and expenses reimbursement.

In addition, in the ordinary course of its 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 any entity in the Group or their respective affiliates (including the Notes). The Dealer and its affiliates may hedge their credit exposure to any entity in the Group or their respective affiliates in a manner consistent with their customary risk management policies.

SIGNED at Sandton this 19th day of April 2021.

For and on behalf of  
**INVESTEC PROPERTY FUND LIMITED**



NAME : Zaida Adams

Capacity : CFO  
who warrants his/her authority hereto



NAME : Jenna Sprenger

Capacity : Business Manager  
who warrants his/her authority hereto

## ANNEXURE A - ADDITIONAL TERMS AND CONDITIONS RELATING TO THE NOTES

*The following are the additional terms and conditions (the **Additional Terms and Conditions**) which shall apply to the Notes issued under stock code IPFG01 (the "**IPFG01 Notes**") and which will be incorporated by reference into each IPFG01 Note.*

*In addition to the below, all references in the Programme Memorandum to the Notes shall be deemed to be references to the IPFG01 Notes.*

### 1. Interpretation

Terms and expressions defined in the Terms and Conditions shall, unless otherwise defined in these Additional Terms and Conditions, have the same meanings in these Additional Terms and Conditions. In addition, unless inconsistent with the context -

- 1.1 **"Additional Renewable Energy Procured Condition"** - the key performance indicator in relation to the total amount of additional renewable energy procured per annum by the Issuer, as set out in the table in 1.9 (*Step Down Margin*) below;
- 1.2 **"Green Buildings Condition"** - the key performance indicator in relation to the number of additional green buildings certifications obtained by the Issuer which would require a Green Star Certification of four and above, in respect of a commercial property portfolio, as set out in the table in 1.9 (*Step Down Margin*) below;
- 1.3 **"Green Star Certification"** – the accredited certification developed by the Green Building Council South Africa which is an internationally recognised and trusted mark of quality for the design, construction and operation of buildings, interior fitouts and precincts;
- 1.4 **"Key Performance Indicator Condition"** - the -
  - 1.4.1 Green Buildings Condition;
  - 1.4.2 Additional Renewable Energy Procured Condition;each as verified by the Key Performance Indicator Auditors in the Sustainability Certificate;
- 1.5 **"Initial Margin"** - the Margin specified in item 31 (*Margin*) of this Applicable Pricing Supplement;

- 1.6 **"Key Performance Indicator Auditors"** - an internationally recognised firm of independent auditors or consultants licensed to practice in South Africa;
- 1.7 **"Step Down Event"** - the written notification by the Sustainability Agent that the Issuer has met all Key Performance Indicator Conditions, to the satisfaction of the Sustainability Agent, within the timeframes prescribed in the the table in 1.9 (*Step Down Margin*) below;
- 1.8 **"Step Down Date"** – 22 September 2022, being the date on which the Step Down Margin will become effective in respect of the IPFG01 Notes, subject to the occurrence of the Step Down Event;
- 1.9 **"Step Down Margin"** - means, in relation to each Key Performance Indicator Condition, the margin adjustment value set out in the last column of the table below headed "*Margin Ratchet*" -

	<b>Additional Renewable Energy Procured Condition</b>	<b>Green Buildings Condition</b>	<b>Margin Ratchet</b>
Baseline (31 March 2021)	7.95 MWp per annum	N/A	
Target 1 (30 June 2022)	Additional 2.39 MWp per annum	4 additional certifications	-10bps

- 1.10 **"Step Down Notification Deadline"** - in relation to Financial Year ending 31 March 2022, the date falling 120 days after the last day of the Issuer's Financial Year;
- 1.11 **"Sustainability Agent"** - The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division;
- 1.12 **"Sustainability Certificate"** - a certificate signed by the Key Performance Indicator Auditors delivered to the Sustainability Agent that shows the calculation or quantification of the Key Performance Indicator Conditions and whether or not the Issuer has achieved all of the targets set out in the table in 1.9 (*Step Down Margin*) above by no later than the Step Down Notification Deadline.

## 2. Sustainability Margin Adjustments

- 2.1 For any Interest Period commencing on or after the Step Down Date and following the occurrence of the Step Down Event, the Initial Margin shall be decreased by the Step Down Margin upon the Issuer achieving each of the targets set out in the table in 1.9 (*Step Down Margin*) above.
- 2.2 The Issuer will cause (i) the occurrence of a Step Down Event and (ii) the satisfaction of all Key Performance Indicator Conditions within the prescribed timeframes to be notified to the Dealer, Sustainability Agent and Noteholders, in accordance with Condition 17 (*Notices*) and the Applicable Procedures, as soon as reasonably practicable after such occurrence or satisfaction (as applicable) and in no event later than the Step Down Notification Deadline. Such notice shall be irrevocable and shall -
- 2.2.1 specify the Step Down Margin and the Step Down Date;
- 2.2.2 be signed by two directors or authorised officers of the Issuer; and
- 2.2.3 be accompanied by a Sustainability Certificate issued by the Key Performance Indicator Auditors certifying that the relevant Key Performance Indicator Conditions have been correctly calculated and satisfied.
- 2.3 Neither the Dealer, the Sustainability Agent nor the Noteholders shall be obliged to monitor or inquire as to whether a Step Down Event has occurred and the Dealer shall be entitled to rely absolutely on any notice given to it by the Issuer without further enquiry or liability.