

APPLICABLE PRICING SUPPLEMENT

VUKILE PROPERTY FUND LIMITED

(the "Issuer")

*(Incorporated in South Africa with limited liability under registration number
2002/027194/06)*

**Issue of ZAR530,000,000 Senior Unsecured Floating Rate Listed Notes with a
Stock Code VKE25, due 27 February 2027**

Under its ZAR5,000,000,000 Domestic Medium Term Note Programme

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described in this Applicable Pricing Supplement.

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum issued by the Issuer dated 23 March 2021, as may be amended or supplemented from time to time. 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.

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 Programme Memorandum headed "*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 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 contains all information required by Applicable Law and, in relation to any Tranche of Notes listed on the Interest Rate Market of the JSE, the JSE Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in the Programme Memorandum and the annual financial statements and/or any Applicable Pricing Supplements and/or the annual report of the Issuer 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 and the annual financial statements and/or this Applicable Pricing Supplement and/or the annual report 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 and the annual financial statements and/or this Applicable Pricing Supplement and/or the annual report 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 debt securities is not to be taken in any way as an indication of the merits of the Issuer or of the debt securities and that, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

DESCRIPTION OF THE NOTES

1. Issuer	Vukile Property Fund Limited
2. Status of the Notes	Senior Notes
3. Security	Unsecured
4. Listed/Unlisted	Listed – The JSE Limited (Interest Rate Market)
5. Group number, if secured	N/A
6. Class, if applicable	N/A
7. Series number	46
8. Tranche number	1
9. Aggregate Principal Amount of this Tranche	ZAR530,000,000
10. Interest/Payment Basis	Floating Rate
11. Issue Date(s) and first settlement date	1 March 2024
12. Minimum Denomination per Note	ZAR1,000,000

13. Specified Denomination (Principal Amount per Note)	ZAR1,000,000
14. Issue Price(s)	100% of the Principal Amount of each Note
15. Applicable Business Day Convention, if different to that specified in the Terms and Conditions	Modified Following Business Day
16. Interest Commencement Date(s)	1 March 2024
17. Step-Up Date	N/A
18. Final Redemption Date	27 February 2027
19. Specified Currency	ZAR
20. Additional Business Centre	N/A
21. Maturity Amount	100% of the Principal Amount of each Note
22. Set out the relevant description of any additional/other Terms and Conditions relating to the Notes (including additional covenants)	N/A
23. Additional events of default, if any	N/A
24. Default Interest	Applicable in Event of Default
(a) Rate of Default Interest	2% added to the Reference Rate plus Margin

FIXED RATE NOTES

25. Fixed Interest Rate	N/A
26. Interest Payment Date(s)	N/A
27. Interest Period(s)	N/A
28. Initial Broken Amount	N/A

29. Final Broken Amount	N/A
30. Step-Up Rate	N/A
31. Any other terms relating to the particular method of calculating interest	N/A

FLOATING RATE NOTES

32. Interest Payment Date(s) (If such a day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in this Applicable Pricing Supplement))	27 February, 27 May, 27 August and 27 November each year until the Final Redemption Date or, if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in this Pricing Supplement), with the first Interest Payment Date being 27 May 2024
33. Interest Period(s) means 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) the following Interest Payment Date (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)	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) the following Interest Payment Date (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention)
34. Manner in which the Interest Rate is to be determined	Screen Rate Determination plus Margin/Spread for the Interest Rate
35. Margin/Spread for the Interest Rate	128bps per annum to be added to the relevant Reference Rate

36. Margin/Spread for the Step-Up Rate N/A
37. 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 Date(s) means the interest rate determination date/s or reset dates of each Interest Period 27 February, 27 May, 27 August and 27 November of each year until the Final Redemption Date, with the first Rate Determination Date being 27 February 2024
 - (c) Relevant Screen page and Reference Code Reuters page 0#SFXMM or successor page
38. If Interest Rate to be calculated otherwise than by reference to Screen Rate Determination, insert basis for determining Interest Rate/Margin/Fall back provisions N/A
39. Any other terms relating to the particular method of calculating interest N/A

ZERO COUPON NOTES

40. (a) Implied Yield N/A
- (b) Reference Price N/A
- (c) Equivalent Discount Rate N/A
- (d) Spread to Reference Rate N/A
- (e) Maturity Date N/A
- (f) Day Count N/A
- (g) Any other formula or basis for determining amount payable N/A

INDEXED NOTES

41. (a) Type of Indexed Notes N/A

- | | |
|---|-----|
| (b) Index/Formula by reference to which Interest Amount/Final Redemption Amount is to be determined | N/A |
| (c) Manner in which the Interest Amount/Final Redemption Amount is to be determined | N/A |
| (d) Interest Period | N/A |
| (e) Interest Payment Date(s) | N/A |
| (f) If different from the Calculation Agent, agent responsible for calculating amount of principal and interest | N/A |
| (g) Provisions where calculation by reference to Index and/or Formula is impossible or impracticable | N/A |

OTHER NOTES

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| 42. If the Notes are not Fixed Rate Notes or Floating Rate Notes, or if the Notes are a combination of the above and some other Note, set out the relevant description of any additional Terms and Conditions relating to such Notes | N/A |
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PROVISIONS REGARDING REDEMPTION/ MATURITY

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| 43. Redemption at the option of the Issuer: if yes: | No |
| (a) Optional Redemption Date(s) | N/A |
| (b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s) | N/A |
| (c) Minimum period of notice | N/A |
| (d) If redeemable in part: | |
| Minimum Redemption Amount(s) | N/A |

Higher Redemption Amount(s)	N/A
(e) Other terms applicable on Redemption	N/A
44. Redemption at the option of the holders of the Senior Notes (Put Option): if yes	No
(a) Optional Redemption Date(s) (Put)	N/A
(b) Optional Redemption Amount(s) (Put) and method, if any, of calculation of such amount(s)	N/A
(c) Minimum period of notice	N/A
(d) If redeemable in part:	N/A
Minimum Redemption Amount(s)	N/A
Higher Redemption Amount(s)	N/A
(e) Other terms applicable on Redemption	N/A
45. Redemption at the option of the holders of the Senior Notes upon the occurrence of a Put Event in terms of Condition 8.6:	
(a) Delisting of the Notes of this Tranche	Yes
(b) Change of Control Event	Yes
(c) Withdrawal of the Rating of this Tranche	Yes
46. Early Redemption Amount(s) payable on redemption for Taxation reasons in terms of Condition 8.3 or early redemption following an Event of Default in terms of Condition 11 or early	Yes

redemption at the option of Noteholders
in terms of Condition 8.6: if yes

Early Redemption Amount and as per Condition 8.7
method, if any, of calculation of such
amount

GENERAL

- | | |
|---|---|
| 47. Additional selling restrictions | N/A |
| 48. International Securities Numbering (ISIN) | ZAG000203399 |
| 49. Stock Code | VKE25 |
| 50. Financial Exchange | Interest Rate Market of the JSE |
| 51. Dealer(s) | Absa Bank Limited, acting through its Corporate and Investment Banking division |
| 52. If syndicated, names of Lead Manager(s) | N/A |
| 53. Method of distribution | Dutch Auction |
| 54. Rating assigned to the Issuer of Notes and date for review of such rating | Long term AA(za)
Short term A1+(za)
affirmed as at July 2023 and to be reviewed Annually |
| 55. Rating Agency (if any) | Global Credit Rating Co Proprietary Limited |
| 56. Governing Law | South Africa |
| 57. Last Day to Register | by 17h00 on, 16 February, 16 May, 16 August and 16 November each year until the Final Redemption Date, or if such day is not a Business Day, by |

close of business on the Business Day immediately preceding the first day of a Books Closed Period

58. Books Closed Period
The register will be closed from 17 February to 26 February, from 17 May to 26 May, from 17 August to 26 August and from 17 November to 26 November (all dates inclusive) in each year until the Final Redemption Date (or if such day is not a Business Day, the immediately the Following Day that is a Business Day).
59. Calculation Agent
Rand Merchant Bank, a division of FirstRand Bank Limited
60. Specified Office of the Calculation Agent
1 Merchant Place
Cnr Fredman Drive & Rivonia Road
Sandton
2196
61. Transfer Agent
Rand Merchant Bank, a division of FirstRand Bank Limited
62. Specified Office of the Transfer Agent
1 Merchant Place
Cnr Fredman Drive & Rivonia Road
Sandton
2196
63. Paying Agent
Rand Merchant Bank, a division of FirstRand Bank Limited
64. Specified Office of the Paying Agent
1 Merchant Place
Cnr Fredman Drive & Rivonia Road
Sandton
2196
65. Debt Sponsor
Java Capital
66. Issuer's Settlement Agent
Rand Merchant Bank, a division of FirstRand Bank Limited
67. Specified Office of the Issuer's Settlement Agent
1 Merchant Place
Cnr Fredman Drive & Rivonia Road
Sandton

	2196
68. Stabilisation Manager, if any	N/A
69. Programme Amount	ZAR5,000,000,000. The authorised amount of the Programme has not been exceeded.
70. Aggregate Outstanding Principal Amount of Notes in issue on the Issue Date of this Tranche	ZAR2,916,000,000 excluding this Tranche of Notes and any other Tranche(s) of Notes to be issued on the Issue Date
71. Aggregate Outstanding Principal Amount of Notes in issue in respect of the Series on the Issue Date of this Tranche	Nil, excluding this Tranche of Notes and any other Tranche(s) of Notes to be issued in respect of the Series on the Issue Date
72. Aggregate Outstanding Principal Amount of Notes in issue in respect of the Group on the Issue Date of this Tranche	N/A
73. Additional Events of Default	N/A
74. Other provisions	Disclosure requirements in terms of paragraph 3(5) of the Commercial Paper Regulations – see Appendix "A" Relationship Disclosures – see Appendix "B" Additional Terms and Conditions relating to the notes – see Appendix "C"

APPENDIX "A"**Disclosure Requirements in terms of paragraph 3(5) of the Commercial Paper Regulations**

At the date of this Applicable Pricing Supplement:

Paragraph 3(5)(a)

The ultimate borrower is the Issuer.

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.

Paragraph 3(5)(c)

The auditor of the Issuer is PricewaterhouseCoopers Inc.

Paragraph 3(5)(d)

As at the date of this issue:

- (a) the Issuer has issued Notes with an aggregate Outstanding Principal Amount of ZAR2,916,000,000 (excluding this Tranche of Notes and any other Tranche of Notes issued on the same day); and
- (b) it is anticipated that the Issuer will issue additional Notes with an estimated nominal value of nil during the remainder of its current financial year, ending 31 March 2024, in addition to the Notes forming part of this issue of Notes.

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 annual financial statements of the Issuer which are incorporated into the Programme Memorandum by reference, and which may be requested from the Issuer.

Paragraph 3(5)(f)

There has been no material adverse change in the Issuer's financial position since the date of its last audited annual financial statements.

Paragraph 3(5)(g)

The Notes issued will be listed, as stated in the Applicable Pricing Supplement.

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.

Paragraph 3(5)(i)

The Notes are unsecured.


Paragraph 3(5)(j)

PricewaterhouseCoopers Inc, the 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 material respects with the relevant provisions of the Commercial Paper Regulations (Government Notice 2172 in Government Gazette No, 16167 of 14 December 1994) published under Paragraph (cc) of the definition of the "business of a bank" in terms of Section 1 of the Banks Act, 1990.

Application is hereby made to list this Tranche of the Notes, as from 1 March 2024, pursuant to the Issuer's Domestic Medium Term Note Programme. The Programme has been registered with the JSE on 23 March 2021.

As at the date of this Pricing Supplement, following due and careful enquiry, there has been no material change in the financial or trading position of the Issuer and its subsidiaries since the end of the last financial period for which the audited annual consolidated financial statements have been published. No auditors have been involved in making such statement.

FOR VUKILE PROPERTY FUND LIMITED

By:  _____

Director, duly authorised

Name: Laurence Gary Rapp

Date: 27 February 2024

By:  _____

Director, duly authorised

Name: Laurence Richard Cohen

Date: 27 February 2024

APPENDIX “B”**Relationship Disclosures**

The Dealer may act in a number of different capacities in relation to transactions with the Issuer. The Dealer and its affiliates may have a lending relationship with the Issuer and/or any entity in the Vukile 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 the Issuer and/or entities in the Vukile Group, 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 the Issuer and/or any entity in the Vukile Group or their respective affiliates (including the Notes). The Dealer and its affiliates may hedge their credit exposure to the Issuer and/or any entity in the Vukile Group or their respective affiliates in a manner consistent with their customary risk management policies.

APPENDIX “C”**Additional Terms and Conditions relating to the Notes of the Series****COVENANTS**

The Terms and Conditions set out in the Programme Memorandum are amended in relation to the Notes of this Tranche by the insertion of the following additional Condition 23 (Covenants):

23 Condition 23 – Covenants

- 23.1 The Issuer must ensure that the Loan to Valuation Ratio of the Vukile Group Property Portfolio does not exceed 50% at any time, based on the most recent Open Market Valuation.
- 23.2 The covenant shall be tested on the last day of each financial year and half financial year of the Issuer by reference to the audited consolidated financial statements of the Issuer on that date, or, if not available, then the unaudited consolidated financial statements of the Issuer on that date.
- 23.3 A compliance certificate in respect of the covenant, signed by 2 duly authorised directors of the Issuer, will be available for inspection by Noteholders, during normal office hours, at the Specified Offices of the Issuer, within 90 days of the last day of each financial year and half financial year of the Issuer.

ADDITIONAL DEFINITIONS IN RESPECT OF THE NOTES

The Terms and Conditions set out in the Programme Memorandum are amended in relation to the Notes of this Tranche by the insertion of the following additional Condition 24 (Additional Definitions in respect of the Notes):

24 Condition 24 – Additional Definitions in respect of the Notes

Terms and expressions set out below will have the meanings set out below in the Terms and Conditions of the Notes of this Tranche:

- 24.1 **Cash and Cash Equivalents** means:
- 24.1.1 any amount of cash in hand, or credit balances or amounts on deposit to which a member of the Group is beneficially entitled; and
- 24.1.2 certificates of deposit; investments in money market collective investment scheme and other debt security.
- 24.2 **Institute of Valuers** means The South African Institute of Valuers, founded in 1909, the national society of professional real estate valuers, or its successor;
- 24.3 **Loan to Valuation Ratio** means at any time, in respect of the Notes, the ratio as expressed as follows:
- 24.3.1
$$\text{Loan to Valuation Ratio} = L \text{ divided by } V$$
- Where:
- 24.3.2 L = means any secured or unsecured indebtedness of the Vukile Group (whether principal, premium, interest or other amounts) for or in respect of (i) monies borrowed, or (ii) liabilities under any acceptance or acceptance credit, or (iii) any bonds, notes, debentures, loan stock or other debt securities, or (iv) any guarantees or indemnities given, whether present or future, actual or contingent less Cash and Cash Equivalents; and
- 24.3.3 V = the sum of (i) the amount of the most recent Open Market Valuation of all the Properties in the Vukile Group Property Portfolio, on a consolidated basis and (ii) the reported value of Vukile's other investments, including equity investments;
- 24.4 **Open Market Valuation** means in respect of the Properties in the Vukile Group Property Portfolio, the annual property valuation undertaken and prepared at the instance of the Issuer in regard to all the Properties in the Vukile Group Property Portfolio, which in relation to a minimum of 1/3 of the Properties in the Vukile Group Property Portfolio, shall be undertaken by a Valuer or Valuers appointed by the Issuer and conducted in accordance with the valuation methodology approved by the Institute of Valuers from time to time; provided that in respect of any 3 year period all of the Properties in the

Vukile Group Property Portfolio will have been valued, in accordance with the valuation methodology approved by the Institute of Valuers from time to time or such other methodology approved in writing by Valuers approved by the Issuer;

- 24.5 **Properties** means the properties in the Vukile Group Property Portfolio;
- 24.6 **Valuer** means an accredited property valuer registered as such in terms of the Valuer's Act, 1982, who is independent of the Issuer and any property manager;
- 24.7 **Vukile Group Property Portfolio** means the fixed, immovable properties registered in the name of any member of the Vukile Group (in each case, as sole owner or co-owner, as the case may be) or in respect of which the Vukile Group has registered leasehold rights, from time to time.