
AMENDED AND RESTATED APPLICABLE PRICING SUPPLEMENT



HOSPITALITY PROPERTY FUND LIMITED

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

**Issue of ZAR800,000,000 Senior Secured Floating Rate Notes due 30 September 2024
Under its ZAR10,000,000,000 Domestic Medium Term Note Programme**

This [amended and restated](#) Applicable Pricing Supplement [dated \[•\] November 2022](#) (the **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 (including Appendix "A" headed "Description of Security Arrangements" and Appendix "B" headed "Additional Terms and Conditions") 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 and which shall be referred to hereinafter as **Senior Secured Notes**. The Senior Secured 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	The Standard Bank of South Africa (acting through its Corporate and Investment Banking division)
3.	Manager	N/A
4.	Debt Sponsor	FirstRand Bank Limited (acting through its Rand Merchant Bank division)
5.	Paying Agent	FirstRand Bank Limited (acting through its Rand Merchant Bank division)
	Specified Office	1 Merchant Place, Cnr Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
6.	Calculation Agent	FirstRand Bank Limited (acting through its Rand Merchant Bank division)
	Specified Office	1 Merchant Place, Cnr Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
7.	Transfer Agent	FirstRand Bank Limited (acting through its Rand Merchant Bank division)
	Specified Office	1 Merchant Place, Cnr Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
8.	Settlement Agent	FirstRand Bank Limited (acting through its Rand

	Specified Office	Merchant Bank division) 1 Merchant Place, Cnr Fredman Drive and Rivonia Road, Sandton, 2196, South Africa
9.	Issuer Agent	FirstRand Bank Limited (acting through its Rand Merchant Bank division)
	Specified Office	1 Merchant Place, Cnr Fredman Drive and Rivonia Road, Sandton, 2196, South Africa

PROVISIONS RELATING TO THE NOTES

10.	Status of Notes	Senior Secured See Appendix "A" for a description of the security arrangements
11.	Form of Notes	Listed <u>Unlisted</u> Notes, issued in uncertificated form held in the CSD
12.	Series Number	13
13.	Tranche Number	1
14.	Aggregate Nominal Amount:	
	(a) Series	ZAR800,000,000
	(b) Tranche	ZAR800,000,000
15.	Interest	Interest-bearing
16.	Interest Payment Basis	Floating Rate
17.	Automatic/Optional Conversion from one Interest/ Redemption/ Payment Basis to another	N/A
18.	Issue Date	19 December 2019
19.	Nominal Amount per Note	ZAR1,000,000
20.	Specified Denomination	ZAR1,000,000
21.	Specified Currency	ZAR
22.	Issue Price	100%
23.	Interest Commencement Date	19 December 2019
24.	Maturity Date	30 September 2024
25.	Applicable Business Day Convention	Following Business Day
26.	Final Redemption Amount	100% of Nominal Amount
27.	Last Day to Register	By 17h00 on 20 December, 20 March, 19 June and 19 September, — of each year until the Maturity Date, or if such day is not a Business Day, the Business day <u>Day</u> before the Books Closed Period.
28.	Books Closed Period(s)	The Register will be closed from 21 December to 30 December, 21 March to 30 March, 20 June to 29 June and 20 September to 29 September, (all dates inclusive) in each year until the Maturity Date, or if any early redemption occurs, 10 Days prior to the early Redemption Date
29.	Default Rate	N/A

FIXED RATE NOTES

N/A

FLOATING RATE NOTES

30.	(a)	Floating Interest Payment Date(s)	31 December, 31 March, 30 June and 30 September, of each year until the Maturity 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 this Applicable Pricing Supplement), with the first Floating Interest Payment Date being 31 March 2020, 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)
	(b)	Interest Period(s)	Each period from, and including, the applicable Floating Interest Payment Date and ending on, but excluding, the following Floating Interest Payment Date, with the first Interest Period commencing on (and including) the Interest Commencement Date and ending on (but excluding) the first Floating Interest Payment Date (each Floating Interest Payment Date is adjusted in accordance with the Applicable Business Day Convention)
	(c)	Definition of Business Day (if different from that set out in Condition 1) (<i>Interpretation</i>)	N/A
	(d)	Minimum Rate of Interest	N/A
	(e)	Maximum Rate of Interest	N/A
	(f)	Other terms relating to the method of calculating interest (e.g.: Day Count Fraction, rounding up provision)	N/A
31.		Rate of Interest and the manner in which the Rate of Interest is to be determined	Reference Rate (Screen Rate Determination) plus Margin
32.		Margin	150 basis points
33.		If ISDA Determination	N/A
34.		If Screen Determination:	
	(a)	Reference Rate (including relevant period by reference to which the Rate of Interest is to be calculated)	ZAR-JIBAR-SAFEX with a designated maturity of 3 (three) months
	(b)	Interest Determination Date(s)	The first Business Day of each Interest Period save for the first Interest Determination Date being 17 December 2019
	(c)	Relevant Screen Page and Reference Code	Reuters page or any applicable successor page
35.		If Rate of Interest to be calculated otherwise than by ISDA Determination or Screen	N/A

	Determination, insert basis for determining Rate of Interest/Margin/ Fallback provisions	
36.	Calculation Agent responsible for calculating amount of principal and interest	N/A
	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	
37.	Redemption at the Option of the Issuer:	Yes
	If Yes:	
	a) Optional Redemption Date(s)	Any Floating Interest Payment Date after the Issue Date
	b) Optional Redemption Amount(s) and method, if any, of calculation of such amount(s)	100% (one hundred percent) of the Nominal Amount, together with accrued interest up to but excluding the Optional Redemption Date.
	c) Minimum period of notice (if different from Condition 10.3 (<i>Redemption at the Option of the Issuer</i>))	10 (ten) Business Days
	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
38.	Redemption at the Option of the Senior Noteholders:	Yes (See Appendix B for additional redemption events relating to the Senior Secured Notes).
39.	Redemption in the event of a Change of Control at the election of Noteholders pursuant to Condition 10.5 (<i>Redemption in the event of a Change of Control</i>) or any other terms applicable to a Change of Control	Yes
40.	Redemption in the event of a failure to maintain JSE Listing and Rating at the election of Noteholders pursuant to Condition 10.6 (<i>Redemption in the event of a failure to maintain JSE</i>	Yes <u>No</u>

Listing or Rating)

41. 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 different from those set out in the relevant Conditions.

No

GENERAL

42. Financial Exchange ~~Interest Rate Market of the JSE Limited~~ [N/A](#)
43. Additional selling restrictions N/A
44. ISIN No. ZAG000165168
45. Stock Code HPF13
46. Stabilising manager N/A
47. Provisions relating to stabilisation N/A
48. Method of distribution Private Placement
49. Credit Rating assigned to the Notes AA_(ZA) on a long-term National Scale indicative rating assigned before the trade date, being 17 December 2019
- Credit Rating assigned to the Issuer A_(ZA) on a long-term and A2_(ZA) on a short-term National Scale rating assigned as at September 2019
50. Applicable Rating Agency Global Credit Rating Co. Proprietary Limited
51. Governing law (if the laws of South Africa are not applicable) N/A
52. Other provisions See Appendix "B" for Additional Terms and Conditions relating to the Senior Secured Notes; Appendix "C" for the Noteholder Debt Guarantee; Appendix "D" for the Noteholder Guarantee; Appendix "E" for the Description of Guarantors and Noteholder Trustee and Appendix "F" for General.

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

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

The Issuer is a going concern and can in all circumstances be reasonably expected to meet its commitments under the Senior Secured Notes.

55. Paragraph 3(5)(c)

The auditor of the Issuer is PricewaterhouseCoopers Inc.

56. Paragraph 3(5)(d)

As at the date of this issue:

- (i) the Issuer has issued Commercial Paper (as defined in the Commercial Paper Regulations) in an aggregate amount of ZAR960,000,000 (exclusive of the Notes issued in terms of this issue); and
- (ii) the Issuer estimates that it will not issue any additional Commercial Paper during the current financial year, ending 31 March 2020.

57. 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 Senior Secured Notes is contained in the Programme Memorandum and the Applicable Pricing Supplement.

58. 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.

59. Paragraph 3(5)(g)

The Senior Secured Notes issued will not be listed.

60. Paragraph 3(5)(h)

The funds to be raised through the issue of the Senior Secured Notes are to be used by the Issuer for its general corporate purposes.

61. Paragraph 3(5)(i)

The obligations of the Issuer in respect of the Senior Secured Notes are secured.

62. Paragraph 3(5)(j)

PricewaterhouseCoopers Inc., the statutory auditors of the Issuer, have confirmed that nothing has come to their attention to indicate that this issue of Senior Secured Notes issued under the Programme will not comply in all material respects with the relevant provisions of the Commercial Paper Regulations.

Additional Disclosure:

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 Hospitality 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 Hospitality 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 Hospitality 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 Hospitality Group or their respective affiliates in a manner 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 the Programme Memorandum or 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 together with this Applicable Pricing Supplement contain 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") and any amendment or supplements to the aforementioned documents, except as otherwise stated therein.

~~The JSE takes no responsibility for the contents of the Programme Memorandum, the annual financial statements, the annual reports 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 financial statements, the annual reports 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.~~

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised Programme Amount of ZAR10,000,000,000 has not been exceeded.

~~Application was made to list this issue of Senior Secured Notes on 19 December 2019.~~

SIGNED at _____ on this ____ day of ~~December 2019~~ 2022.

For and on behalf of
HOSPITALITY PROPERTY FUND LIMITED

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

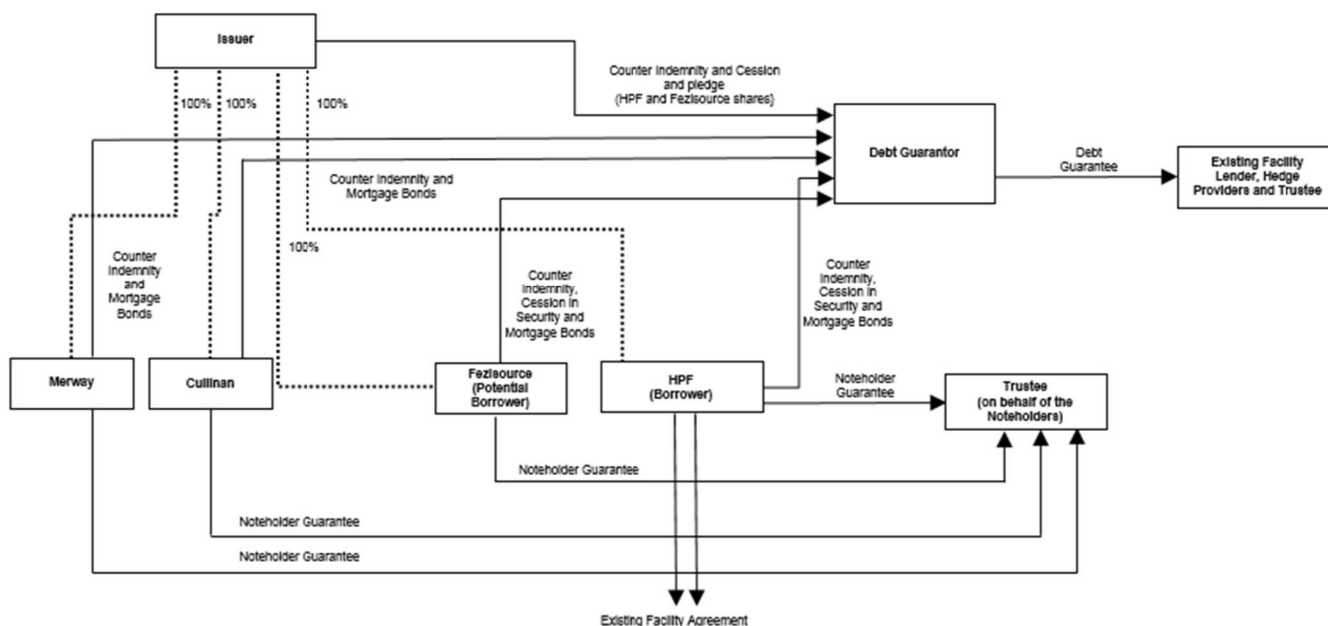
Name:
Capacity: Director
Who warrants his/her authority hereto

APPENDIX "A"

DESCRIPTION OF SECURITY ARRANGEMENTS

The below is a brief description of the security arrangements in respect of the Senior Secured Notes and does purport to form part of the Terms and Conditions.

Security Structure Diagram



1. Interpretation

Terms and expressions defined in the Security Sharing Agreement (as defined in Appendix "B" (*Additional Terms and Conditions*)) and not otherwise defined in this Appendix "A" (*Description of Security Arrangements*) shall have the same meanings in this Appendix "A" (*Description of Security Arrangements*). In addition, unless inconsistent with the context:

- 1.1 **Cession in Security (HPF and Fezsource)** means the cession and pledge in security concluded on or about 28 April 2017 by Hospitality and the Debt Guarantor, in terms of which Hospitality pledges, and cedes *in securitatem debiti* its rights, title and interest in, its shares in HPF and Fezsource to the Debt Guarantor;
- 1.2 **Loan Finance Providers** means the Original Facility Lender and each Additional Finance Provider as defined in the Security Sharing Agreement;
- 1.3 **Security** means a mortgage bond, notarial bond, cession in security, charge, pledge, hypothec, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

2. Description of Security Arrangements

- 2.1 The Senior Secured Notes constitute direct, senior, unconditional and secured indebtedness of the Issuer, but rank *pari passu* amongst themselves and *pari passu* with any indebtedness incurred to the Loan Finance Providers under the Credit Agreements and with any indebtedness incurred to the Hedge Providers under the Hedging Agreements.
- 2.2 The Issuer may issue second ranking Secured Notes in the future.
- 2.3 The obligations of the Issuer under the Senior Secured Notes will be directly guaranteed and indirectly secured as set out below.

3. Direct Guarantees

3.1 *Direct Guarantee by the Debt Guarantor*

The *Debt Guarantor* has irrevocably guaranteed, by way of a guarantee agreement, with an effective date of 28 April 2017, the obligations of HPF, Fezsource, Cullinan, Merway and the Issuer to:

- 3.1.1 each Loan Finance Provider under each Credit Agreement;
- 3.1.2 the Noteholder Trustee (acting for the benefit of the Secured Noteholders) under the Noteholder Debt Guarantee; and
- 3.1.3 the Hedge Providers under the Hedging Agreements.

3.2 *Direct Guarantee by HPF, Fezsource, Cullinan and Merway*

HPF, Fezsource, Cullinan and Merway have irrevocably guaranteed, by way of a guarantee agreement, with an effective date of 28 April 2017, the Issuer's obligations under the Senior Secured Notes, in favour of the Noteholder Trustee (acting for the benefit of the Secured Noteholders).

4. Security and Guarantee

4.1 *HPF, Fezsource, Cullinan and Merway*

- 4.2 In terms of the Counter Indemnity, HPF, *Fezsource*, Cullinan and Merway (as well as the Issuer) indemnify the Debt Guarantor against claims made by the Loan Finance Providers and/or the Noteholder Trustee and/ or the Hedge Providers against the Debt Guarantor under the Security debt guarantees.

- 4.2.1 The obligations of HPF, Fezsource, Cullinan and Merway under the Counter Indemnity are secured by:

- 4.2.1.1 the Cession in Security; and

4.2.1.2 the Mortgage Bonds.

4.3 *Issuer*

The obligations of the Issuer under the Counter Indemnity are secured by the Pledge and Cession.

5. **Risks relating to the Security Structure**

5.1 As set out above, the Security will not be granted directly in favour of the Secured Noteholders. Instead, the Security will be granted in favour of the Debt Guarantor.

5.2 As a result, neither the Noteholder Trustee (acting for the benefit of the Senior Noteholders) nor the Secured Noteholders will have the right to realise the Security directly. Instead, the Noteholder Trustee (acting on the instructions of the Senior Noteholders) must in accordance with the Security Sharing Agreement, instruct the Enforcement Agent, to call a meeting of the Finance Providers where the voting Finance Providers would be required to vote in favour of any realisation of Security in accordance with the terms and conditions of the Security Sharing Agreement. This indirect claim in respect of the Security may result in a delay in realisation or could involve voting Finance Providers voting against the realisation of the Security.

APPENDIX "B"

ADDITIONAL TERMS AND CONDITIONS

The following are the additional terms and conditions (the **Additional Terms and Conditions**) which apply to the HPF13 Notes (the **Senior Secured Notes**) and which will be incorporated by reference into each Senior Secured Note.

In addition to the below, (i) all references to notice to the Noteholders and rights and/or discretions to be exercised by the Noteholders shall for the purposes of the Senior Secured Notes, be deemed to be references to notice to the Noteholder Trustee and the Senior Secured Noteholders and rights and/or discretions to be exercised by the Noteholder Trustee in accordance with the instructions of the relevant majority of Senior Secured Noteholders or such other person as prescribed in relation to any particular matter under the Notes Trust Deed, as the case may be; and (ii) all references in the Programme Memorandum to Senior Notes shall be deemed to be references to the Senior Secured Notes.

1. Interpretation

Terms and expressions defined in the Security Sharing Agreement (as defined below) and not otherwise defined in the Terms and Conditions and/or these Additional Terms and Conditions shall have the same meanings in these Additional Terms and Conditions. In addition, unless inconsistent with the context:

- 1.1 **Cullinan** means The Cullinan Hotel Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa with registration number 1988/004685/07;
- 1.2 **Debt Guarantor** means Hospitality Guarantee SPV (RF) Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa with registration number 2005/036268/07;
- 1.3 **Fezisource** means Fezisource Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa with registration number 2015/305572/07;
- 1.4 **HPF** means HPF Properties Proprietary Limited (registration number 2005/020743/07), a private company duly incorporated in accordance with the laws of South Africa;
- 1.5 **Merway** means Merway Fifth Investments Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa with registration number 1991/006478/07;
- 1.6 **Noteholder Debt Guarantee** means the debt guarantee issued or to be issued in favour of the Noteholder Trustee (for the benefit of the Secured Noteholders), in terms of which the Debt Guarantor guarantees the obligations of the Obligors under the Secured Notes;

1.7 **Noteholder Guarantee** means the guarantee issued or to be issued in favour of the Secured Noteholders, pursuant to which Fezsource, HPF, Cullinan and Merway guarantees the obligations of Hospitality under the Secured Notes;

1.8 **Noteholder Trustee** means TMF Corporate Services (South Africa) Proprietary Limited, a private company incorporated under the laws of the Republic of South Africa with registration number 1967/010920/07;

1.9 **Obligors** means the Issuer, Fezsource, HPF, Cullinan, Merway and any other person that may accede to the Security Sharing Agreement, as an Obligor, from time to time; and

1.10 **Security Sharing Agreement** means the written agreement entitled "Security Sharing Agreement" concluded amongst, *inter alia*, the Obligors, the Debt Guarantor, Nedbank and the other "Finance Parties" (all as defined therein) on 28 April 2017 as amended and restated or supplemented from time to time

2. **Guarantees**

2.1 The occurrence of one or more of the following events set out in this paragraph 2 (*Guarantees*) shall constitute an Event of Default as set out in Condition 16.1.1.9 (*Other*):

2.1.1 The Noteholder Debt Guarantee and/or the Noteholder Guarantee is not in full force and effect and such failure has continued for more than 30 (thirty) days following service on the Debt Guarantor and/or the Obligors (as applicable) and the Issuer of a written notice requiring that failure to be remedied; or

2.1.2 it is or becomes unlawful for the Debt Guarantor and/or the Obligors, to perform any of its obligations under the Noteholder Debt Guarantee and/or the Noteholder Guarantee (as applicable); or

2.1.3 the Debt Guarantor and/or the Obligors repudiates the Noteholder Debt Guarantee and/or the Noteholder Guarantee (as applicable) or evidence an intention to repudiate the Noteholder Debt Guarantee and/or the Noteholders Guarantee (as applicable).

2.2 The Noteholder Debt Guarantee and/or the Noteholder Guarantee shall not be amended, modified or varied, unless such amendments are of a technical nature, to correct a manifest error or to comply with mandatory provisions of law, without the prior approval of the Secured Noteholders, holding not less than 66.67% (sixty-six point six-seven percent) in Nominal Amount of the Notes Outstanding from time to time or a specific Class of Notes, as the case may be, represented by the Noteholder Trustee.

3. **Financial Covenants**

The Issuer shall, and if applicable, shall procure that each other Obligor will:

- 3.1 ensure that, for as long as any Senior Secured Note remains Outstanding:
- 3.1.1 the Loan to Value Ratio does not exceed 45% (forty five percent); and
- 3.1.2 the Interest Cover Ratio is not less than 2:1 (two to one),
- (each a **Financial Covenant** and collectively, the **Financial Covenants**).
- 3.2 The Issuer shall and if applicable, shall procure that each other Obligor will, be required within 90 (ninety) days after each Measurement Date to:
- 3.2.1 test the Financial Covenants as at each Measurement Date; and
- 3.2.2 provide the Noteholder Trustee with a certificate signed by any two directors of the Issuer setting out each Financial Covenant together with the calculations thereof (a **Compliance Certificate**).
- 3.3 If a breach of the Financial Covenant set out in:
- 3.3.1 paragraph 3.1.1 above (a **LTV Financial Covenant Breach**) occurs while any Senior Secured Note remains Outstanding, then the Issuer shall within 15 (fifteen) days after the date on which the relevant Compliance Certificate is delivered pursuant to paragraph 3.2.2 above, (the **LTV Remedy Period**), take steps to remedy such LTV Financial Covenant Breach; and
- 3.3.2 paragraph 3.1.2 above occurs, such breach shall constitute an Event of Default as set out in Condition 16.1.1.9 (*Other*) with effect from the relevant Measurement Date.
- 3.4 Should the Issuer:
- 3.4.1 remedy the LTV Financial Covenant Breach within the LTV Remedy Period, the LTV Financial Covenant Breach shall be deemed not to have occurred; or
- 3.4.2 fail to remedy the LTV Financial Covenant Breach within the LTV Remedy Period, the LTV Financial Covenant Breach shall constitute an Event of Default as set out in Condition 16.1.1.9 (*Other*) with effect from the relevant Measurement Date.
- 3.5 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 the Terms and Conditions), whose determination will, in the absence of manifest error, be final and binding on the Issuer and Senior Secured Noteholders. The cost of such independent auditors in resolving such dispute shall be borne by the Issuer.
- 3.6 For the purposes of paragraph 3.1:
- 3.6.1 **Financial Indebtedness** means any indebtedness for or in respect of:

- 3.6.1.1 moneys borrowed;
- 3.6.1.2 any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- 3.6.1.3 any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- 3.6.1.4 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;
- 3.6.1.5 receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- 3.6.1.6 any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- 3.6.1.7 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), including for the avoidance of doubt, any interest rate swap transactions relating to financial indebtedness secured by the Secured Properties;
- 3.6.1.8 any amount raised by the issue of shares which are redeemable;
- 3.6.1.9 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
- 3.6.1.10 the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraph 3.6.1.1 to 3.6.1.9 above;
- 3.6.2 **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;
- 3.6.3 **Measurement Period** means each period of 12 (twelve) months ending on a Measurement Date; and
- 3.7 For the purposes of paragraph 3.1.1 above:
- 3.7.1 **Aggregate Secured Property Valuation** means, the aggregate of the Property Valuation Amounts of the Secured Properties;

- 3.7.2 **Desk-top Valuation** means, at any time, a valuation of the Secured Properties (other than any Secured Properties which have been disposed of and released at the time of any Valuation) addressed to the Noteholder Trustee;
- 3.7.3 **Immovable Properties** means any land and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming party of that land;
- 3.7.4 **Loan to Value Ratio** means the ratio between the Financial Indebtedness of the Obligors in relation to the Secured Properties and the Aggregate Secured Property Valuation;
- 3.7.5 **Mortgage Bonds** means each continuing covering mortgage bond in the agreed form registered or to be registered by the Obligors in favour of the Debt Guarantor over the Immovable Property (and any other Immovable Property owned by an Obligor as required by the finance providers from time to time to be registered in favour of the Debt Guarantor) and forming part of the transaction security;
- 3.7.6 **Property Valuation Amounts** means, in respect of a Secured Property, the value of that Secured Property expressed in Rands as determined by a Valuer or a Desk-top Valuation;
- 3.7.7 **Secured Properties** means, as at any date, each of the Immovable Properties owned by any Obligor over which a Mortgage Bond is registered in favour of the Debt Guarantor for the Obligor's obligations to the Debt Guarantor in connection with the finance documents and **Secured Property** shall mean any one of them;
- 3.7.8 **Valuer** means any independent surveyor or registered valuer (as such term is used in the JSE Limited (the **JSE**) Listings Requirements) ~~and~~ appointed by an Obligor;
- 3.8 For the purposes of paragraph 3.1.2 above:
- 3.8.1 **EBITDA** means in respect of each Measurement Period, the consolidated net operating income of the Obligors derived from the Secured Properties, for such period before taking into account:
- 3.8.1.1 gains or losses from exceptional or extraordinary items;
- 3.8.1.2 liability for income and other tax;
- 3.8.1.3 interest charged or received;
- 3.8.1.4 amortisations in respect of intangible assets;
- 3.8.1.5 any profit or loss arising on a revaluation of fixed assets; and
- 3.8.1.6 depreciation in respect of fixed assets,
- 3.8.1.7 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;

3.8.2 **Interest Cover Ratio** means, for any 12 (twelve) month rolling period ending on the date of measurement, the ratio of EBITDA to Net Interest; and

3.8.3 **Net Interest** means in relation to each Measurement Period, the aggregate of all interest incurred by the Obligors in respect of Financial Indebtedness in relation to the Secured Properties (including all net payments due under all derivative transactions) less the aggregate of all interest received by the Obligors in respect of Financial Indebtedness in relation to the Secured Properties.

APPENDIX "C"
NOTEHOLDER DEBT GUARANTEE

APPENDIX "D"
NOTEHOLDER GUARANTEE

APPENDIX "E"

DESCRIPTION OF GURANTORS AND NOTEHOLDER TRUSTEE

Under Noteholder Debt Guarantee

1. Hospitality Guarantee SPV (RF) Proprietary Limited

- 1.1 Registration Number: 2005/036268/07
- 1.2 Registered Address: 3rd Floor, 200 On Main, Cnr Main And Bowwood Roads, Claremont, 7708
- 1.3 Director(s): Clarke, Nicholas Russell
- 1.4 Business Description: Issues guarantees to certain creditors of HPF Proprietary Limited, guaranteeing payment to such creditors in respect of their claims against HPF Proprietary Limited.

Under Noteholder Guarantee

1. HPF Properties Proprietary Limited

- 1.1 Registration Number: 2005/020743/07
- 1.2 Registered Address: Palazzo Towers West, Montecasino Boulevard, Fourways, ~~South Africa~~, 2055
- 1.3 Director(s): McDonald, Laurelle
[Boshoff, Petrus Jacobus](#)
~~Erasmus, Riaan~~
~~De Lima, Mara Raquel Dos Santos~~
- 1.4 Business Description: Property holding and property investment directly through the ownership or lease of immovable property.

2. Fezisource Proprietary Limited

- 2.1 Registration Number: 2015/305572/07
- 2.2 Registered Address: Palazzo Towers West, Montecasino Boulevard, Fourways, ~~South Africa~~, 2055
- 2.3 Director(s): ~~Erasmus, Riaan~~[Fourie, Natascha](#)
~~De Lima, Mara Raquel Dos Santos~~
[Boshoff, Petrus Jacobus](#)
McDonald, Laurelle

2.4 Business Description: ~~Entity that offers hospitality management services to various customers.~~[Property owning](#)

3. **Cullinan Hotel Proprietary Limited**

3.1 Registration Number: 1988/004685/07

3.2 Registered Address: ~~The Zone II Loft Offices East Wing, Cnr Oxford Road And Tyrwhitt Avenue, Rosebank, 2196~~[Palazzo Towers West, Montecasino Boulevard, Fourways, 2055](#)

3.3 Director(s): ~~Erasmus, Riaan~~[Boshoff, Petrus Jacobus](#)
~~De Lima, Mara Raquel Dos Santos~~
[Fourie, Natascha](#)

3.4 Business Description: ~~Entity that owns and operates hotel properties in South Africa.~~[Property owning](#)

4. **Merway Fifth Investments Proprietary Limited**

4.1 Registration Number: 1991/006478/07

4.2 Registered Address: Palazzo Towers West, Montecasino Boulevard, Fourways, ~~South Africa,~~ 2055

4.3 Director(s): ~~Erasmus, Riaan~~[Boshoff, Petrus Jacobus](#)
~~De Lima, Mara Raquel Dos Santos~~
[McDonald, Laurelle](#)

4.4 Business Description: ~~Entity that owns and operates hotel properties in South Africa.~~[Property owning](#)

Noteholder Trustee

1. **Hospitality First Ranking Senior Secured Notes Trust**

1.1 Trust Number: IT 694/2013

1.2 Trustee: TMF Corporate Services (South Africa) Proprietary Limited with Registration Number 1967/010920/07, represented by Burlin Marsay Russouw

1.3 Registered Address of Trustee: 3rd Floor, 200 On Main, Cnr Main And Bowwood Roads, Claremont, 7708

1.4 Main responsibilities of Trustee: (i) The trustee shall have the power to appoint as custodian, on any terms, any bank or entity whose business includes the safe custody of documents or any lawyer or firm of lawyers believed by it to be of good repute; (ii) the Trustee may appoint any person to act as

its nominee on any terms, subject to prior written notification thereof to the Issuer; and (iii) the Trustee shall have the power to demand, claim, sue for and recover from the Issuer any moneys, costs, charges or expenses paid or incurred by it in the execution of any of the trusts, powers and provisions of the deed.

1.5 Cessation of office of the Trustee: any trustee shall cease to hold office if: (i) it shall have resigned by at least 3 (three) months' written notice to the Issuer; or (ii) he, being an attorney or an auditor, shall cease to be entitled to carry on practice as such; or (iii) he, being a natural person, shall cease for any reason to be qualified for appointment as a director of a company; or (iv) it, being a corporation, shall be placed in liquidation or under business rescue, whether provisionally or finally; or (v) it becomes disentitled in law to hold the office of Trustee (including, but not limited to, failing to satisfy the requirements of section 43(5) of the Companies Act, 2008); or (vi) it shall be removed from office by an Extraordinary Resolution of the Secured Noteholders.

APPENDIX "F"

GENERAL

1. Documents incorporated by reference

The Noteholder Debt Guarantee and Noteholder Guarantee are also available on the Issuer's website,

<https://www.tsogosun.com/hospitality-property-fund/investors/regulatory-documents><https://www.southernsun.com/hospitality-property-fund/investors/regulatory-documents>. In addition, the amended and restated noteholders trust deed will be available at the registered office of the Issuer as set out at the end of the Programme Memorandum upon written request addressed to the company secretary of the Issuer.

2. Litigation Statement

Fezsource, HPF, Cullinan and Merway have not been involved in any legal or arbitration proceedings (including any such proceedings which are pending or threatened of which each guarantor is aware) which may have or have had a material effect on the financial position of each guarantor.

Summary report:	
Litera Compare for Word 11.2.0.54 Document comparison done on 22/11/2022 14:12:20	
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Intelligent Table Comparison: Active	
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Modified filename: Amended and Restated Applicable Pricing Supplement (HPF13) V2C.docx	
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Delete	28
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Move To	0
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
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Format changes	0
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