

Freedom Property Fund Limited  
(Incorporated in the Republic of South Africa)  
(Registration No. 2012/129186/06)  
Share code: FDP  
ISIN: ZAE000185260  
("Freedom" or the "Group")

DISPOSAL OF PORTION 1 OF ERF 493 LA HOFF TOWNSHIP BY FREEDOM WHOLLY OWNED  
SUBSIDIARY, PANZAWEB PROPRIETARY LIMITED

#### 1. INTRODUCTION

Shareholders are advised that Panzaweb Proprietary Limited (the "Company"), a wholly owned subsidiary of Freedom, has entered into a sale agreement ("Sale Agreement") with Bridge City Housing Consortium Proprietary Limited (the "Purchaser") in terms of which the Purchaser will acquire (the "Sale") Portion 1 of Erf 493 La Hoff Township (the "Property"), for a total consideration comprising R2,400,000 (two million and four hundred thousand Rand) in cash ("Cash Consideration").

#### 2. RATIONALE FOR THE SALE

The Sale is in line with Freedom's strategy of divesting of non-core assets as set out in an announcement released on the Securities Exchange News Service of JSE Limited (the "JSE") on 15 March 2016 (the "Announcement"). The proceeds will be applied within the Group in accordance with the details set out in the Announcement.

#### 3. BACKGROUND TO THE COMPANY AND THE PURCHASER

##### 3.1. The Company

The Company is a wholly owned subsidiary of Freedom and the owner of the Property, located in the Registration Division IP Province of North-West and in extent 2,5175 ha (two comma five one seven five hectares).

##### 3.2. The Purchasers

The Purchaser is a private company incorporated in South Africa.

#### 4. MATERIAL TERMS OF THE SALE AGREEMENT

##### 4.1. Conditions Precedent

All conditions precedent to the Sale, including approval by the boards of directors of each of the Seller and the Purchaser and other than:

- the completion of a satisfactory due diligence by the Purchaser within 30 calendar days of execution of the Sale Agreement, that is, 21 June 2016; and
- the solvency of the Purchaser having been confirmed and no judgement/s or adverse report/s having been reported against its name, have been fulfilled.

##### 4.2. Sale Consideration

The Cash Consideration must be paid to the Company or the Company's nominee on or before the date of registration of the Property into the name of the

Purchaser or the Purchaser's nominee, and will be secured by means of a bank guarantee acceptable to Freedom.

4.3. Effective Date

The effective date of the Sale Agreement will be the date of fulfilment (or waiver, as the case may be) of all of the conditions precedent set out in paragraph 4.1 above.

4.4. Other

Freedom and the Purchaser have each provided warranties that are standard to a transaction of this nature.

5. CATEGORISATION

Due to its relative size to the market capitalisation of Freedom, the Sale is not categorisable in terms of the JSE Listings Requirements and this announcement is made to the shareholders of Freedom for information purposes only.

Johannesburg

24 June 2016

Sponsor

Bravura Capital Proprietary Limited