



AGRARIUS SUSTAINABILITY ENGINEERED (RF) LIMITED

(Incorporated in the Republic of South Africa with limited liability under registration number 2022/521382/06)

("Agrarius ListCo" or "the Issuer")

APPLICABLE PRICING SUPPLEMENT

The issue of ZAR 500,000,000 Secured, Floating Rate Sustainability-linked Sukuk Notes on 28 October 2022

under its

ZAR 10,000,000,000 ASSET-BACKED NOTE PROGRAMME

This Applicable Pricing Supplement must be read in conjunction with the Agrarius Sustainability Engineered (RF) Limited ZAR 10,000,000,000 Asset-backed Note Programme Memorandum, dated 19 September 2022, prepared by Agrarius Sustainability Engineered (RF) Limited, 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*".

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 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.

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.

1. PARTIES		
1.1. Issuer		Agrarius Sustainability Engineered (RF) Limited
1.2. Debt Officer		Johan Fourie, in-house corporate legal advisor to 27four Investment Managers and the Issuer
1.3. SPV Guarantor		AVC Security SPV (RF) (Pty) Ltd
1.4. Nature of the security		Limited recourse SPV Guarantee issued by the SPV Guarantor

1.5.	Dealer(s) <i>Specified Address</i>	Moore Debt Advisory JHB (Pty) Ltd 50 Oxford Road, Parktown Johannesburg, 2193 South Africa
1.6.	Debt Sponsor <i>Specified Address</i>	Questco Corporate Advisory (Pty) Ltd Ground Floor, Block C Investment Place, 10th Road Hyde Park, Johannesburg, 2196 South Africa
1.7.	Calculation Agent <i>Specified Address</i>	27four Investment Managers (Pty) Ltd Rosebank Firestation, 5th Floor 16 Baker Street, Rosebank Johannesburg, 2196 South Africa
1.8.	Transfer Agent, Paying Agent & Settlement Agent <i>Specified Address</i>	FirstRand Bank Limited 4th Floor, 4 First Place Cnr Simmonds & Pritchard streets Johannesburg, 2000 South Africa
2. PROVISIONS RELATING TO THE NOTES		
2.1.	Status of Notes	Senior Secured
2.2.	Form of Notes	Listed Uncertificated Notes held in the CSD
2.3.	Type of Notes	Floating Rate, Sustainability-linked Asset-Backed Notes, self-labelled as Sukuk Notes by the Issuer and certified Shari'ah compliant by the 27four Investment Managers Shari'ah Advisory Committee (" SAC ")
2.4.	Series of Notes Number	A
2.5.	Tranche Number	1
2.6.	Issue Date	28 October 2022
2.7.	Aggregate principle amount of this Tranche	ZAR 500,000,000
2.8.	Nominal Amount per Note	ZAR 10,000
2.9.	Specified Denomination	ZAR 1,000,000
2.10.	Specified Currency	South African Rand
2.11.	Issue Price	100% of the Nominal Amount per Sukuk Note
2.12.	Term of the Notes	36 months from Issue Date

2.13.	Series or Tranche Underlying Transaction Commencement Date	In accordance with the Master Investment Agreement, the investment by the Issuer will be made directly to Agrarius OpCo within five Business Days of receipt by the Issuer of the proceeds from the relevant Tranche of Notes
2.14.	Maturity Date	28 October 2025, unless redeemed on any Optional Dissolution Date and/or Early Dissolution Date. If any such date is not a Business Day, the date determined in terms of the Following Business Day Convention
2.15.	Applicable Business Day Convention	Following Business Day Convention
2.16.	Final Dissolution Amount	100% of the Nominal Amount per Sukuk Note
2.17.	Last Day to Register	By 17h00 on 25 March and 24 September each year until the maturity date or, if any day is not a Business Day, the last Business Day immediately preceding the commencement of the Books Closed Period(s)
2.18.	Books Closed Period(s)	The Register will be closed from 26 March to 30 March and from 25 September to 29 September (all dates inclusive) in each year until the Maturity Date
2.19.	Default Rate	Not applicable
3. PROGRAMME AMOUNT		
3.1.	Programme Amount as at the Issue Date	ZAR 10,000,000,000
3.2.	Aggregate Outstanding Principal Amount of all of the Notes (including existing Notes) in issue under the Programme as at the Issue Date	The Issuer confirms that the issue of this Tranche of Sukuk Notes is the first issuance under the Programme and accordingly, the Aggregate Outstanding Principal Amount immediately preceding the issue and listing of this Tranche is zero.
3.3.	Issuer confirmation as to Programme Amount	The Issuer confirms that the issue of this Tranche of Sukuk Notes will not cause the Issuer to exceed the Programme Amount.
4. PROVISIONS RELATING TO PERIODIC DISTRIBUTION AMOUNTS (IF ANY) PAYABLE		
4.1.	FIXED PERIODIC DISTRIBUTION AMOUNT PROVISIONS	Not Applicable
4.1.1.	Fixed Amount	Not Applicable
4.1.2.	Periodic Distribution Commencement Date	Not Applicable
4.1.3.	Periodic Distribution Date(s)	Not Applicable
4.1.4.	Rates	Not Applicable
4.1.5.	Fixed Rate Amount(s)	Not Applicable
4.1.6.	Broken Amount	Not Applicable
4.1.7.	Day Count Fraction	Not Applicable

4.1.8.	Other terms relating to the method of calculating Distribution Amounts with a Fixed Periodic Distribution Amount	Not Applicable
4.2.	FLOATING PERIODIC DISTRIBUTION AMOUNT PROVISIONS	Applicable
4.2.1.	Specified Period(s)	Each period commencing on (and including) a Periodic Distribution Date and ending on (but excluding) the following Periodic Distribution Date; provided that the first Periodic Distribution Period shall commence on the Periodic Distribution Commencement Date (01 November 2022) and the last Periodic Distribution Period will commence on 30 September 2025 and conclude on, but exclude the Maturity Date (28 October 2025) (unless the Sukuk Notes are redeemed on any Optional Dissolution Date or Early Dissolution Date), each Periodic Distribution Date as adjusted in accordance with the Following Business Day Convention.
4.2.2.	Periodic Distribution Commencement Date	01 November 2022
4.2.3.	First Periodic Distribution Date	30 September 2023 or, if any such date is not a Business Day, the date determined in terms of the Following Business Day Convention.
4.2.4.	Periodic Distribution Dates	31 March and 30 September of each year until the Maturity Date
4.2.5.	Day Count Fraction	Actual / 365
4.2.6.	Manner in which the Rate is to be determined	Screen Rate Determination (Reference Rate plus Margin)
4.2.7.	Margin	4.75% percent per annum
4.2.8.	If ISDA Determination:	
4.2.7.1.	Floating Rate	Not applicable
4.2.7.2.	Floating Rate Option	Not applicable
4.2.7.3.	Designated Maturity	Not applicable
4.2.7.4.	Reset Date(s)	Not applicable
4.2.7.5.	ISDA Definitions to apply	Not applicable
4.2.9.	If Screen Determination:	
4.2.8.1.	Reference Rate	3 month ZAR- JIBAR, determined on the last Calendar Day of a Calendar Month for the reference rate applicable to the following Calendar Month as benchmark using a simple rate of return (not compounding)
4.2.8.2.	Periodic Distribution Determination Dates(s)	Each 30 September and 31 March from the Issue Date to the Maturity Date, with the first Periodic Distribution Determination Date being 30 September 2023 (unless the Sukuk Notes are redeemed on any Optional Redemption Date)

4.2.8.3.	Relevant Screen Page and Reference Code		Bloomberg, JIBA3m
4.2.8.4.	Relevant Time		11h00
4.2.8.5.	If Rate of profit share to be calculated otherwise than by ISDA Determination or Screen Determination, insert basis for determining Rate of profit share/ Margin/ Fallback provisions		Not applicable
4.2.8.6.	Calculation Agent responsible for calculating amount of principal and Periodic Distribution Amount		27four Investment Managers (Pty) Limited
4.2.10.	Other		An additional margin of 25 basis points (calculated in arrears) will be added to the margin in 4.2.7, in the event of the Issuer failing to meet any of the sustainability performance targets detailed in terms of the Sustainability-linked Sukuk Framework 1, which will accrue and become payable upon the dissolution of the Sukuk Notes
5. PROVISIONS IN RESPECT OF THE SERIES INVESTMENT			
5.1.	Portfolio		Not applicable
5.2.	Series Underlying Transaction		Not applicable
5.3.	Details of Transaction Account		Not applicable
5.4.	Application of Proceeds from Series Underlying Transaction		Not applicable
6. PROVISIONS REGARDING DISSOLUTION /MATURITY			
6.1.	At Maturity, Final Dissolution Amount		100% of Nominal Amount
6.2.	Dissolution at the Option of the Issuer pursuant to Condition Error! Reference source not found. (<i>Dissolution at the Option of the Issuer</i>):		Yes
	If yes:		
6.2.1.	Optional Dissolution Date(s)		On each Periodic Distribution Date
6.2.2.	Optional Dissolution Amount(s) and method, if any, of calculation of such amount(s)		100% of Nominal Amount, plus any Periodic Distributions which have accrued but not yet been paid (if any).
6.2.3.	Minimum period of notice (if different from Condition Error! Reference source not found. (<i>Dissolution at the Option of the Issuer</i>)		Not less than 30 and not more than 60 days' notice prior to Optional Dissolution Date must be given to the Noteholders
6.2.4.	Other terms applicable on Dissolution		Not applicable
6.3.	Dissolution in the event of a Change of Control at the election of Noteholders		No

	pursuant to Condition Error! Reference source not found. (Dissolution in the event of a Change of Control) or any other terms applicable to a Change of Control	
6.4.	Dissolution in the event of a failure to maintain JSE Listing at the election of the Noteholders pursuant to Condition Error! Reference source not found. (Dissolution in the event of a failure to maintain JSE Listing)	No
6.5.	Early Dissolution Amount(s) payable on dissolution for taxation reasons pursuant to Condition Error! Reference source not found. (Dissolution for Tax Reasons), on dissolution at the option of the Issuer pursuant to Condition Error! Reference source not found. (Dissolution at the Option of the Issuer), dissolution [on a Change of Control pursuant to Condition Error! Reference source not found. (Dissolution in the event of a Change of Control), or in relation to a failure to maintain a JSE Listing pursuant to Condition Error! Reference source not found. (Dissolution in the event of a failure to maintain JSE Listing) (if required or if different from that set out in the relevant Conditions)].	Yes
	If yes:	
6.5.1.	Amount payable; or	100% of the Nominal Amount
6.5.2.	Method of calculation of amount payable	Not applicable
7. GENERAL		
7.1.	Financial Exchange	JSE Interest Rate Market
7.2.	Relevant sub-market of the Financial Exchange	Sustainability Segment of the Interest Rate Market
7.3.	Exchange Control approval	Not applicable
7.4.	Additional selling restrictions	Not applicable
7.5.	Investor Report	Quarterly investor reports will be published by the Issuer on its website pursuant to the deployment of the proceeds from the Sukuk Notes Investors can access the investor reports from the Company's website at https://www.27four.com/agrarius/investorcentre .
8. INTERNATIONAL SECURITIES IDENTIFICATION NUMBERING (ISIN)		
8.1.	Alpha Code	AGRIA1
8.2.	ISIN	ZAG000191214

8.3.	Stabilising manager		Not applicable
8.4.	Provisions relating to stabilisation		Not applicable
8.5.	Method of distribution		Book build, with feedback
8.6.	Credit Rating assigned to the Issuer/Programme/Notes		None
8.7.	Applicable Rating Agency		Not applicable
8.8.	Governing Law		South Africa
8.9.	Other provisions		Not applicable

Programme Amount

As at the date of this Applicable Pricing Supplement, the Issuer confirms that the authorised Programme Amount of ZAR 10,000,000,000 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 in the financial or trading position of the Issuer since the date of incorporation of the Issuer.

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

Information relating to the Investments and the Underlying Transactions

Additional information and disclosures in relation to Agrarius OpCo will be made quarterly pursuant to the publication of the Investor Report.

Shari'ah Compliance

The SAC has signed off on this Applicable Pricing Supplement, which approval is annexed to this Applicable Pricing Supplement as **Annexure 2**.

Use of Proceeds /Sustainability-linked Sukuk Framework

The proceeds from this Tranche of Notes will be used to undertake Investments in terms of the Master Investment Agreement, within 5 Business Days of receipt by the Issuer of proceeds for the relevant Tranche of Notes by paying the amount of the Investment into a South African bank account nominated by Agrarius OpCo for purposes of concluding the Underlying Transactions.

The proceeds raised from the issue of the Sukuk Notes set out in this Applicable Pricing Supplement will be further applied in accordance with the Sustainability-linked Sukuk Framework 1, as signed off by the Independent Sustainability Advisor. The Sustainability-linked Sukuk Framework 1 and Independent Sustainability Advisor sign-off can be accessed on the Issuer's website at the following link: <https://www.27four.com/agrarius/investorcentre>.

Other/additional terms to be included as may be relevant to a Tranche of Notes per **Annexure 3** hereto

A copy of the Independent Sustainability Advisor's opinion on the Sustainability-linked Sukuk Framework 1 has been annexed to this Applicable Pricing Supplement as Annexure 4.

Additional eligibility criteria with which Investments and the Underlying Transactions must comply

The eligibility criteria with which Investments and the Underlying Transactions must comply in addition to the provisions of the Master Investment Agreement and the Sustainability-linked Sukuk Framework 1 is detailed in **Annexure 5** to this Applicable Pricing Supplement.

Responsibility Statement:

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 and any amendments or supplements to the aforementioned documents (see the section of the Programme Memorandum headed "*Documents Incorporated by Reference*").


The JSE takes no responsibility for the contents of the Programme Memorandum, the annual financial statements, annual report, this Applicable Pricing Supplement 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, the annual report or 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 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, to the extent permitted by law, the JSE will not be liable for any claim whatsoever.

Application is hereby made to list this issue of Sukuk Notes on 28 October 2022.

SIGNED at JOHANNESBURG on the 21-Oct-2022 | 10:12 SAST | 14:54 SAST 2022

For and on behalf of


AGRARIUS SUSTAINABILITY ENGINEERED (RF) LIMITED

DocuSigned by:

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Name: **CARL WERNER OPPERMAN**

Capacity: Director

Who warrants his/her authority hereto

DocuSigned by:

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Name: **JOHANNES LODEWICUS DU PREEZ**

Capacity: Director

Who warrants his/her authority hereto

ANNEXURE 1A:
SALIENT TERMS OF MASTER INVESTMENT AGREEMENT

SALIENT TERMS OF THE MASTER INVESTMENT AGREEMENT

Set out below is a summary of the salient terms of the Master Investment Agreement. The Master Investment Agreement has been made available in terms of the documents incorporated by reference in terms of the Programme Memorandum, pursuant to the section headed “***Documents Incorporated by Reference***”.

1. Parties

The parties to the Master Investment Agreement are Agrarius Sustainability Engineered (RF) Limited (i.e. the Issuer), Agrarius Agri Value Chain (RF) Proprietary Limited (i.e. Agrarius OpCo) and AVC Security SPV (RF) Proprietary Limited (i.e. the SPV Guarantor).

2. Salient Terms

- 2.1. Agrarius OpCo will, from time to time, offer the Issuer an opportunity to make Investments, in order for Agrarius OpCo to enter into the Underlying Transactions.
- 2.2. Each Investment will be made by the Issuer directly to Agrarius OpCo within 5 Business Days of receipt by the Issuer of proceeds for the relevant Tranche of Notes by paying the amount of the Investment into a South African bank account nominated by Agrarius OpCo.
- 2.3. Each Investment will be made in relation to a Series or Tranche of Notes and will be subject to the details and terms and conditions of the relevant Applicable Pricing Supplement.
- 2.4. The specific details of each Investment shall be contained in a Deed of Accession and will subsequently form part of the Master Investment Agreement.
- 2.5. Each Investment is made by the Issuer for the sole purpose of Agrarius OpCo entering into the Underlying Transactions and for no other purpose.
- 2.6. The amount repayable to the Issuer on a Repayment Date in respect of each Investment shall in each case be an amount equal to the lesser of –
 - 2.6.1. the amount specified in the Applicable Pricing Supplement; and
 - 2.6.2. the actual value realised from the Investments acquired in respect of that Investment.
- 2.7. Each Investment shall be repaid by Agrarius OpCo on the Redemption Date.

3. Warranties

The Master Investment Agreement contains warranties which are standard for agreements of this nature.

4. Governing Law and Jurisdiction

The Master Investment Agreement will in all respects be governed by and construed under the laws of the Republic of South Africa.

5. The security arrangements between the Issuer and Agrarius OpCo is summarised in the Programme Memorandum under the section headed ‘Description of the Security Structure’.
6. Agrarius OpCo will use the proceeds received from the Investments by the Issuer to pursue the Underlying Transactions with the Ultimate Obligors, as identified, originated and recommended by the Administrator, and through the conclusion of appropriate Underlying Transaction agreements pertaining to the acquisition of assets. The Issuer has entered into an Administration Agreement with the Administrator, which governs the fees earned by the Administrator.
7. The Investments under each Deed of Accession, and assets of Agrarius OpCo associated with each Deed of Accession will be separately identified in the Accounting Records of the Issuer for reporting purposes to allow for, inter alia, the Independent Sustainability Advisor to report accurately on the use of proceeds and

compliance with the Sustainability Framework for each Series or Tranche of Notes, and to enhance performance reporting. These assets and liabilities associated under a Series is however not legally segregated and Noteholders' exposure is not ring-fenced to a particular Series or Tranche of Notes.

DEED OF ACCESSION

- 21-Oct-2022 | 14:54 SAST
1. This Deed of Accession dated _____ is supplemental to a master investment agreement concluded between Agrarius Sustainability Engineered (RF) Proprietary Limited (Issuer) and Agrarius Agri Value Chain SPV (RF) Proprietary Limited (Agrarius OpCo) and AVC Security SPV (RF) Proprietary Limited (Security SPV) (the "**Master Investment Agreement**").
2. Words and expressions defined in the Master Investment Agreement have the same meaning when used in this Deed of Accession.
3. On the date of this Deed, the Parties agree that the Investments made as per clause 4 (*Investment offer*) of the Master Investment Agreement will, in relation to Series or Tranche 1 (one) under the relevant Applicable Pricing Supplement, comprise of the following salient features:
- 3.1 Amount to be raised: ZAR 500 000 000 (five hundred million Rand).
- 3.2 Classification of Notes: Senior, secured floating rate, Sustainability-linked asset backed, Shari'ah compliant Sukuk Notes.
- 3.3 Term of Issue: 36 (thirty six) months.
- 3.4 Issue Denomination: ZAR (South African Rand).
- 3.5 Minimum Subscription Amount: ZAR1 000 000 (one million Rand).
- 3.6 Face value: ZAR 10 000 (ten thousand Rand) per Sukuk Note.
- 3.7 Final Margin: 4.75%
- 3.8 Final profit participation rate: Reference Rate (3 month JIBAR) plus 4,75%.
- 3.9 Issue Date: 28 October 2022.
- 3.10 Periodic Distribution Commencement Date: 1 November 2022.
- 3.11 First Periodic Distribution Date: 30 September 2023 or, if any such date is not a Business Day, the date determined in terms of the Following Business Day Convention
- 3.12 Maturity Date: 28 October 2025, unless redeemed on any Optional Dissolution Date and/or Early Dissolution Date. If any such date is not a Business Day, the date determined in terms of the Following Business Day Convention
- 3.13 Use of Proceeds: the proceeds from the issue will be invested in Agrarius OpCo in accordance with the Master Investment Agreement, which in turn will invest in and/or conclude Underlying Transactions with counterparties in the agriculture value chain sector. All Underlying Transactions will have to be in accordance with the Sustainability-linked Sukuk Framework signed off by the Independent Sustainability Advisor.
- 3.14 Nature of Underlying Transactions:

Transaction type	Estimated value	Description
Cattle	Approx R120 million	Providing capital to fund around 5000 heads of cattle in a feedlot and abattoir operation. Subsequent to the acquisition of cattle, some will be placed through feedlot, processing at the abattoir, and financing distribution. The distribution has three components, export, local distribution (supermarket chains, butcheries and small township stores), processing of meat into various products.

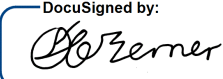
Harvest finance	Approx R100 million	Partnering with an exporter that will fund via a Salam contract to certain farmers. Advance of funding is limited to 30% of the expected value of the harvest. The capital is used to pay for labour, packing and transport cost of the actual harvest.
Commodity finance	Approx R12 million	Acquisition of sustainable produced peas, employing best practice on soil management and low chem. Keeping it in the silos and selling it off to the market.
Processing	Approx R50 million	Acquisition of macadamia nuts from farmers and selling it to the processing plants for production on items sold to consumers and next stage producers.
Packaging	Approx R100 million	Partnering with one of South Africa's largest exporters to acquire and sell to them packaging material used in the export of produce. Collateral is the produce they export, Agrarius gets paid first from any capital received on export.
Input finance	Approx R30 million	Supplying various elements used in the growing of produce to selected farmers linked to a specific crop as the project.


4. This Deed of Accession shall be governed by and construed in accordance with the laws of South Africa.

AGREED AND ACCEPTED:

Signed at JOHANNESBURG JOHANNESBURG on 21-Oct-2022 | 14:34 SAST 2022 | 16:27 SAST 2022

AGRARIUS SUSTAINABILITY ENGINEERED (RF) LIMITED

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Who warrants authority

AGREED AND ACCEPTED:

Signed at JOHANNESBURG on 21-Oct-2022 | 14:54 SAST 2022

AGRARIUS AGRI VALUE CHAIN (RF) PROPRIETARY LIMITED

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Who warrants authority

AGREED AND ACCEPTED:

Signed at JOHANNESBURG on 21-Oct-2022 | 16:27 SAST
2022

AGRARIUS AGRI VALUE CHAIN (RF) PROPRIETARY LIMITED

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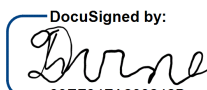
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Who warrants authority

AGREED AND ACCEPTED:

Signed at Cape Town on 21-Oct-2022 | 06:10 PDT
2022

AVC SECURITY SPV (RF) PROPRIETARY LIMITED

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Who warrants authority

**ANNEXURE 2:
SHARI'AH CONFIRMATION ON SUKUK NOTES**

**Certificate of
Shari'ah Compliance**

**ALPHA Code: AGRI A1
ISIN: ZAG000191214**

Agrarius

**AGRARIUS SUSTAINABILITY ENGINEERED (RF) LIMITED:
("Agrarius" or "the Company")**

in respect of

APPLICABLE PRICING SUPPLEMENT ("APS") RELATING TO THE ISSUE OF

**SENIOR, SECURED FLOATING RATE,
SUSTAINABILITY-LINKED, ASSET BACKED
SUKUK NOTES
("Agrarius Sukuk")**

under its

**ZAR10 billion JSE listed, Shari'ah compliant sustainability-related asset-backed Note
Programme ("Note Programme")**

We, the members of the Shari'ah Advisory Committee ("SAC") of 27four Investment Managers (Pty) Ltd, have reviewed the terms and conditions of the Agrarius Sukuk to be issued under the Note Programme, the APS and related documentation, investing processes, procedures and frameworks and hereby confirm that it complies with the rules, principles and requirements of the Shari'ah.



MUFTI AHMED SULIMAN
SAC Chairman

Signed in Johannesburg on 20 October 2022 on behalf of all SAC members

SAC members: Mufti Ahmed Suliman (chairman), Mufti Zaid Haspatel, Mufti Muhammad Ashraf Qureshi



27FOUR INVESTMENT MANAGERS (PTY) LTD
Incorporated in the Republic of South Africa
(Registration No. 2007/006556/07)
(FSCA license number 31045)

Registered Office: Firestation Rosebank, Fifth Floor, 16 Baker Street, Rosebank, 2196, Johannesburg, South Africa
www.27four.com | +27 11 442 2464



AGRARIUS SUSTAINABILITY ENGINEERED RF LIMITED
Incorporated in the Republic of South Africa
(Registration No. 2022/521382/06)
ISIN: ZAG000191214 Alpha Code: AGRI A1

Registered Office: Firestation Rosebank, Fifth Floor, 16 Baker Street, Rosebank, 2196, Johannesburg, South Africa
www.27fourAgrarius/ | +27 11 442 2464

ANNEXURE 3:
OTHER/ADDITIONAL TERMS RELATING TO NOTES

There are no other/additional terms relating to the Sukuk Notes.

ANNEXURE 4:
INDEPENDENT SUSTAINABILITY ADVISOR'S OPINION ON THE SUSTAINABILITY-LINKED SUKUK
FRAMEWORK 1

ANNEXURE 5:

ELIGIBILITY CRITERIA FOR INVESTMENTS AND UNDERLYING TRANSACTIONS

1. General

In accordance with the Programme Memorandum, each Tranche of Notes will be supported by an Applicable Pricing Supplement which will set out the terms and conditions associated with the specific Tranche of Notes, as read with the Programme Memorandum, as well as the eligibility criteria to be applied by Agrarius OpCo in considering, approving and concluding Underlying Transactions, including, *inter alia*:

- criteria for counterparties;
- nature of transaction;
- transaction term;
- maximum and minimum transaction values;
- minimum security requirements;
- financial and trading history; and
- ESG criteria.

2. Eligibility Criteria

The Issuer, Agrarius OpCo, AVC Security SPV and the Noteholders hereby agree that the Investments and Underlying Transactions to be financed from the proceeds from the issuance of Sukuk Notes will, in addition to the provisions detailed in the Programme Documents, comply with the additional criteria as detailed in this Annexure 5.

2.1. Criteria for the counterparties

Counterparties to Underlying Transactions must satisfy the following minimum criteria:

- 2.1.1. must be a juristic person whose asset value or annual turnover, together with the combined asset value or annual turnover of all related and inter-related juristic persons, at the time the agreement is concluded, is equal to or exceed R2.5 million;
- 2.1.2. must be a taxpayer in good standing;
- 2.1.3. must be actively involved in the agriculture sector (i.e. passive and/or speculative counterparties will not be considered);
- 2.1.4. must have been operating and trading as a business for at least 3 years and the key management must have at least 10 years demonstrable experience in the agriculture sector and within executive management positions;
- 2.1.5. must be compliant with all relevant legislation and regulations, including relating to broad based black economic empowerment and labour;
- 2.1.6. must be involved in starting a new processing/beneficiation operation or in expanding or upgrading an existing processing/beneficiation operation in the agriculture sector value chain; and
- 2.1.7. insofar empowerment related transactions, more relaxed criteria may be applicable, provided that the total exposure does not exceed 5% of the total value of the portfolio.

2.2. Nature of the Underlying Transactions

All Investments and Underlying Transactions will fall within the following main categories of transactions:

- 2.2.1. **Mudarabah** (profit and loss sharing transactions): is a contract between two parties; one provides the capital and the other provides the labor to form a partnership to share the profits by certain agreed proportions.
- 2.2.2. **Musharakah** (joint venture transactions): is a financial contract between two or many parties to establish a commercial enterprise based on capital and labor. The profits are split according to the agreement between the parties whilst losses are always split according to the ratio of capital contribution.

- 2.2.3. **Murabahah** ("cost plus" method transactions): refers to a sale of a good or property with an agreed profit against a deferred or a lump sum payment. There are two contracts in Murabahah: the first contract is between the client and the financier, whereas the second contract is between the financier and supplier. As an example: the client (purchaser) orders a certain commodity through the financier, the financier then buys the commodity from the supplier and sells it to the client with specified profit whereby the client can make a lump sum or a deferred payment to the financier.
- 2.2.4. **Ijarah** (leasing transactions): refers to transactions in which two parties are involved therein: the lessee and lessor. The lessor (financier) is the real owner of the asset or property and it is rented out to the lessee until full payment is received. At contract maturity, the lessor may opt to keep the asset or transfer it to the lessee via a purchase and sale agreement or as a gift.
- 2.2.5. **Salam** (deferred delivery transactions): refers to transactions where full payment for goods are made in advance by the financier but the delivery of the goods is made at an agreed future date.
- 2.2.6. any additional categories of transactions as may be directed by the SAC, provided that it complies with any relevant legislation.

2.3. Terms of the Investments and Underlying Transactions

All Investments and Underlying Transactions will be subject to the following additional terms/criteria:

- 2.3.1. all Underlying Transactions are concluded in terms of legally valid and binding agreements and that all the requisite authorizations are obtained;
- 2.3.2. all Underlying Transactions are asset-backed;
- 2.3.3. the aggregate value of a transaction is limited to R150 million. Any transaction where the value exceeds the R150 million value limit, the transaction must first be unanimously authorized by the board of the Issuer and the Agrarius Credit Committee;
- 2.3.4. the term of Underlying Transactions will be for a maximum of 12 months. Should Underlying Transactions with a longer term be considered, it must be unanimously approved by the board of the Issuer and the Agrarius OpCo Credit Committee;
- 2.3.5. the SAC and Agrarius OpCo Credit Committee thoroughly assessing each and every Investment and/or Underlying Transaction, which assessments shall include aspects such as financial ratios, investment potential and management of non-permissible income;
- 2.3.6. sign-off by the SAC and Agrarius OpCo Credit Committee a condition precedent;
- 2.3.7. at least 30% of the portfolio of assets should comprise tangible assets;
- 2.3.8. counterparties may be required to submit a business plan in certain instances;
- 2.3.9. counterparties will be subject to a credit sign-off by Agrarius OpCo;
- 2.3.10. the project/business must exhibit economic merit in terms of profitability and sustainability;
- 2.3.11. only supporting activities that promote benefits to society and the environment;
- 2.3.12. prohibiting practices that aim to cultivate unjust gains such as speculation, short selling or excessive risk-taking;
- 2.3.13. sharing of risk and rewards on an equitable basis;
- 2.3.14. ensuring that transactions comply with rules that ordain amongst others trust, faithfulness to contracts, transparency and prohibition of interference or manipulation of market forces as well as coalitions (both in respect of investors and agri counterparties in underlying transactions);
- 2.3.15. excluding investments and/or transactions in prohibited goods or services that are harmful to humans and society as defined by the Shariah;
- 2.3.16. if any of the assets cease to be Shari'a compliant at any time during the duration of the Sukuk Notes, they must be removed from the pool of assets and be replaced with Shari'a-compliant assets;

2.3.17. must comply with the criteria detailed in the Sustainability-linked Sukuk Framework.