



ANNEXURE AM3A (DEED OF ADHERENCE)

APPLICATION FOR EN COMMANDITE PARTNERSHIP  
BEEFCOR  
NATURAL PERSON

1. This application to become an en-commandite/Limited Partner in the Al Mabroor Beefcor En-Commandite Partnership ("the Partnership") is made on the terms and conditions set out in the following documents and agreements -
  - a. Private Invitation;
  - b. Disclosure Document (marked as Annexure "AM2" to the Partnership Agreement); and
  - c. Partnership Agreement.
2. By signing this request form, the Limited Partner in Paragraph 3 below –
  - a. acknowledges that it has received and carefully read and considered all the documents listed in Paragraph 1 above; and
  - b. undertakes to be bound by the terms and conditions as set out in the Partnership Agreement as well as all the documents listed in Paragraph 1 above.
3. This application is made by:

**LIMITED PARTNER DETAILS:**

CHOOSE ONE:  SA Citizen  Minor  Foreign Person Resident in SA

Name & Surname:

ID No:  Mr  Mrs  Ms

Income Tax Number:

Physical Address:   
(chosen domicile)  Postal Code:

Email Address:

Mobile No:  Telephone Number:

Postal Address:   
 Postal Code:

Name of Bank:  Account No:

Account Holder:  Branch Code:

Payment reference:

Authorised Signatory:



- b. The payment of the Capital Contribution in Paragraph 9 (a) above must be made by means of electronic funds transfer into the nominated banking account of the General Partner in Paragraph 3 above. The Limited Partner's name and registration/identity number must be used as payment reference and proof of payment must be forwarded to the General Partner at its e-mail address in Paragraph 3 above.

10. Payments

The Limited Partner chooses that all return payments to it shall be made to the banking account particulars recorded under its name in Paragraph 3 above, unless the Limited Partner gives otherwise reasonable notice in writing and supplies the General Partner with such documentation as required by the General Partner.

## DECLARATION

I,  the undersigned client, hereby confirm that this document was fully completed prior to me signing it to become a Limited Partner and that the information and FICA documentation provided by me are true, valid and correct.

Signed at: \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Client Signature:

Accepted by the General Partner: \_\_\_\_\_ Date: \_\_\_\_\_

## BROKER DETAILS

Name of Broker:  Brokerage:

Broker Signature:

## FICA DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION FORM

(Please indicate the relevant documentation being attached)

### SA CITIZEN AND FOREIGN PERSON RESIDENT IN SA

- Copy of ID / Passport
- Proof of Address
- Proof of SA Bank Details
- Source of Funds

### MINOR (UNDER 18 YEARS) RESIDENT IN SA

- Copy of Birth Certificate
- Copy of ID of Parent / Guardian
- Proof of Address
- Proof of SA Bank Details (Minor / Parent / Guardian)
- Letter of Confirmation signed by Parent / Guardian
- Parent / Guardian Occupation & Industry
- Source of Funds

### ANY PERSON ACTING ON BEHALF OF THE INVESTOR PROVIDE THESE NECESSARY DOCUMENTS

- Copy of ID
- Proof of Physical Address
- Proof of SA Bank Details
- Occupation & Industry
- Documentary evidence of authority of the person acting on your behalf  
(e.g. power of attorney, mandate, resolution, court order, letter of authority, etc..)
- Source of Funds





2.2	Investment Objectives and Investment Requirements of the Partnership:	<p>a) The main objective of the Partnership is to create, on a recurring basis, above average, attractive income earnings / profit-returns through its investment in the livestock sector, amongst others, as contemplated in Clause 1.1 of the agreement, unless otherwise directed by the General Partner in terms of the provisions of the Partnership document.</p> <p>b) Prospective Limited Partners in the Partnership will, unless otherwise directed by the General Partner, receive -</p> <ul style="list-style-type: none"> <li>● back their capital contributed upon withdrawal from the Partnership subject to clause 1.10 and 1.12; and</li> <li>● returns / repayments on the Profit Declaration Date as per 1.11.4</li> </ul> <p>c) The General Partner will inform the prospective Limited Partners of further opportunities for participation.</p>
2.3	Risk management strategy:	a) All livestock / cattle investments, amongst others, and assets acquisitions will be subject to pre-investment scrutinizing, evaluation, due diligence, viability audit, contractual arrangements, and professional recommendation.
2.4	Investment Currency:	<p>a) Investment in Rand.</p> <p>b) Disinvestment in Rand.</p> <p>c) Income / profit earnings payable in Rand.</p> <p>d) Reporting currency in Rand.</p>
2.5	Profit declarations / Repayments	The profit declarations / repayments will commence during Month 7 and end during Month 24, or as determined by the General Partner. A fixed amount, as determined by the General Partner from time to time, will be declared to investors during each period.
2.6	Minimum Participation Interest per prospective Limited Partner:	<p>On a selection / private invitation only basis:</p> <p>Individuals: R25 000</p>
2.7	Platform Fee:	0,75% p.a. (ex VAT) of fund value, as determined from time to time.
2.8	Activation Date:	Activation date meaning the date upon which a Limited Partner signs and submit the Disclosure Document together with the Deed of Adherence with all required supporting documents, including proof of payment and funds reflected in the Trust account; Deed of Adherence is received and accepted by the General Partner (known as the "Acceptance Date") and after a waiting period of 14 days has been reached and has expired in order for the General Partner to deploy the capital contribution (net) made by the Limited Partner when profit earning will commence;
2.9	Participation Closing Date:	When the maximum number of Limited Partners as determined by the General Partner has been reached.
2.10	Participation Term:	A minimum period of not less than 24 (Twenty-Four) months, for investments. Each contribution will be treated as a separate Participation Term.
2.11	Transfer of Ownership:	R750.00 (seven hundred and fifty rand) per transaction
2.12	First Profit Distribution / Repayment	Activation date to first Profit Declaration / Repayment Date
2.13	Frequency of Profit Distributions / Repayments:	The profit declarations / repayments will commence during Month 7 and end during Month 24, or, as determined by the General Partner from time to time.

2.14	Income Tax:	Prospective Limited Partners (Limited Partners) will be liable for the applicable taxation on the net taxable income earnings / profit-returns from the operations and business activities of the Partnership. It is however expected that the only income earnings / profit-returns generated by the Partnership will comprise distributions of the returns set out earlier in this document. A Statement for the Partners contributions and distributions will be issued after the financial year end.
2.15	Capital Gains Tax:	The proceeds from the sale of assets and other investment interests may result in Capital Gains Tax being payable by the Limited Partners where so applicable.
2.16	VAT:	The General Partner will be VAT-registered and payment of Value-Added Taxation will apply where so applicable.
2.17	Market Risks	Due to the nature of the livestock industry, Limited Partners acknowledge that the General Partner may require more time to acquire liquidity to fund repayments, or, become unable to make repayments in the event of <i>force majeure</i> or <i>vis major</i> .
2.18	Partner Contribution Statement and Financial Statements:	The Limited Partner will be able to access a Partner Contribution Statement of account reflecting the full history of capital contribution as well as the distributions declared to date by accessing the client portal, where possible. Financial statements of the Partnership will be available for inspection as soon as possible after the end of each Accounting Period and without unwarranted delay.
2.19	Number of Limited Partners in the Partnership	The maximum number of Limited Partners to be accepted in the Partnership will be determined by the general Partner from time to time.

### 3. QUALIFYING INVESTMENT CRITERIA

The General Partner has elected the following minimum qualifying criteria for participation in the Al Mabroor Beefcor En-Commandite Partnership ("the Partnership"). Every prospective Limited Partner must meet all of the below minimum criteria to become a limited partner in the Partnership. A prospective Limited Partner is advised to seek professional assistance from a qualified and experienced financial and legal advisor to determine his/her/its eligibility to become a limited partner in the Partnership, based on the below minimum investment criteria.

- 3.1 **Prospective Limited Partner introduction:** The prospective Limited Partner must have been selected and privately invited by the General Partner on the basis of being potentially interested in getting involved in the investment in the livestock / cattle sector , amongst others, and associated business of the Partnership.
- 3.2 **Applicant age:** Where the prospective Limited Partner is a natural person, he or she must have reached the age of 18 (Eighteen) and of a sober and sound mind or be represented by a legal guardian in the case of a minor.
- 3.3 **Origin of capital:** Each prospective Limited Partner must disclose in full the origin of the capital to be contributed to the Partnership. **No capital from untraceable sources or from any illegal origin will be accepted.**

### 4. ACKNOWLEDGEMENT OF APPLICABLE SHARIAH PRINCIPLES

The Limited Partner, by signature hereto acknowledges that:

- 4.1 The Limited Partner has been afforded the opportunity to carefully consider the transaction being entered into freely and voluntarily,
- 4.2 The Limited Partner understands that the complex nature of Islamic Commercial Law may result in differing juristic rulings and opinions (fatwas) being obtained with regards to the interpretation of this particular transaction,
- 4.3 The Limited Partner understands that the Partnership adheres to internationally accepted AAOIFI Standards as interpreted by the Shariah Advisory Committee to ensure Shariah Compliance in its transactions,
- 4.4 The Limited Partner agrees to be bound by the Shariah principles, procedures and provisions embodied in this agreement,
- 4.5 The Limited Partner agrees that to avoid any potential future differences in interpretation, all Shariah related aspects of this transaction will be determined by the Shariah Advisory Committee of the Partnership in their capacity as independent experts whose decision will be final, binding and conclusive,
- 4.6 The Limited Partner is satisfied with the applicable Shariah related principles, procedures and documentation and has entered into this transaction having full understanding thereof.



Signature of prospective Limited Partner	
Name of signatory	
Signed at	
Date	