



ANNEXURE AM3A (DEED OF ADHERENCE)

APPLICATION FOR EN COMMANDITE PARTNERSHIP
JURISTIC PERSON

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

LIMITED PARTNER DETAILS:

CHOOSE ONE: Trust Company CC Other

Name of Entity:

Registration No:

Physical Address:

Postal Code:

Mobile No: Email Address:

Business Activities: Industries:

Name of Bank: Account No:

Account Holder: Branch Code:

PERSON ACTING ON BEHALF OF THE ABOVE ENTITY:

Name & Surname

ID No: Mr: Mrs: Ms:

THE GENERAL PARTNER DETAILS: AL MABROOR AGRICULTURE (PTY) LTD

Reg No: Tel No:

Address: Email Address:

Account Name: ABSA Bank Paarl:

Account No: Reference:

4. The Limited Partner, by signing this Deed of Adherence, hereby unconditionally and irrevocably applies to become a commanditarian or Limited Partner in the Partnership on the terms and conditions of the Agreement establishing the Partnership, a copy of which the Limited Partner has already received and read.
5. The Limited Partner understands that -
 - a. the Partnership may in its sole and absolute discretion, acting through the General Partner, reject this application; and
 - b. on acceptance by the General Partner of this application (which shall be communicated to the Limited Partner in writing), it shall become a Limited Partner in the Partnership on the terms of the Partnership Agreement, as if it was a party to the Partnership Agreement as from date the Partnership Agreement was concluded, being the date when this deed of adherence is signed by the General Partner
6. The Limited Partner hereby irrevocably undertakes to, without any delay, furnish the General Partner with all the required information and documents that the General Partner may require to discharge their obligations under the South African Financial Intelligence Centre Act No. 38 of 2001 ("FICA") and understand that the General Partner may delay or reject this application until the Limited Partner has done so.
7. The Limited Partner hereby confirms and agrees that it -
 - a. has read and understands the investment objectives, risks and restrictions as detailed in the Disclosure Document;
 - b. has read and understands the remuneration provisions of the General Partner which may include but not be limited to, profit share, management and performance fee that will be levied against its Partnership Interest in the Partnership;
 - c. has read and understands the risk disclosure statement as detailed in the Disclosure Document;
 - d. has carefully and diligently evaluated the risks connected with becoming a Limited Partner of the Partnership;
 - e. concurs that participation in the Partnership is consistent with its financial requirements, investment strategy and objectives and that the Limited Partner meets the qualification criteria in the Disclosure Document;
 - f. has either obtained tax, accounting, regulatory, legal and financial advice from appropriate independent advisers with respect to this transaction or have dispensed with the need to do so.
8. Unless the context indicates otherwise, the terms defined in the Partnership Agreement shall have the same meaning as this Deed of Adherence.
9. Contributed Capital
 - a. For purpose of, and in terms of the Partnership Agreement, the Limited Partner hereby irrevocably and unconditionally contributes the following initial Capital Contribution to the Partnership:
Capital Contribution:

Total Investment Amount:	R <input style="width: 95%;" type="text"/>
Source of Funds:	Please indicate the source of funds below:
<input type="checkbox"/>	Savings
<input type="checkbox"/>	Inheritance
<input type="checkbox"/>	Sale of Property
<input type="checkbox"/>	Investment Payout
<input type="checkbox"/>	Bonus
<input type="checkbox"/>	Other <input style="width: 300px;" type="text"/> (Please specify)
(Proof can be requested.)	

- 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.

INITIAL FEE

Once off Initial fees are agreed between the Limited Partner and Advisor. The General Partner will facilitate the collection of fees only as as instructed by the Limited Partner below:

Fee Type	Description	Agreed Fee%	Client Initial
Initial	A maximum of 2% is to be negotiated between the Limited Partner and his/her Advisor.		

* A fixed 1% per annum ongoing/admin fee is applicable from acceptance date.

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: Advisor Signature:

Name of Advisor: _____ Brokerage: _____

The General Partner confirmation of acceptance will follow.

FICA DOCUMENTS TO BE SUBMITTED WITH THE APPLICATION FORM

COMPANY

- Board resolution / Affidavit / Letter of authority to authorize signatory
- Copy of ID's of Directors and Authorised persons
- Certificate of Incorporation
- Proof of Physical Address of Company
- Proof of SA Bank Details of Company
- Resolution confirming Shareholding
- Copy of ID/Reg Documents for ALL natural / legal persons holding 25% or more interest in the business
- Proof of Address for ALL natural / legal persons holding 25% or more interest in the business
- Source of Funds

CLOSED COOPERATION

- Founding statement
- Amended Founding Statement if Applicable
- Certificate of Incorporation
- Proof of SA bank Details of Closed Corporation
- Proof of Physical Address of Closed Corporation
- Resolutions / Letter of authority authorising signatory
- Proof of ID of each Member and Authorised person
- Proof of physical address each Member and Authorised person
- Proof of ID/Registration Document for ALL natural / legal persons holding 25% or more interest in the business
- Proof of Address for ALL natural / legal persons holding 25% or more interest in the business
- Source of Funds

TRUST

- Letter of Authority from the Master of High Court
- Proof of SA Bank details in name of Trust
- Proof of address of the Trust
- Resolution authorizing trustee to act
- Copy of ID's of all Trustees and Trust Founder
- Proof of address of all Trustees and Trust Founder
- Copy of ID's of all NAMED beneficiaries
- Proof of address of all NAMED beneficiaries
- Death certificate where Trustee / Founder is deceased
- Source of Funds

OTHER (PARTNERSHIP/CLUB/ASSOCIATION/ BODY CORPORATE/INCORPORATED ENTITY, ETC)

- Constitution or other founding document
- Resolution / Letter of Authority authorizing signatory
- Copy of ID of all representatives
- Proof of Physical address of al representatives
- Proof of SA bank details of partnership/ club / association / body corporate
- Source of Funds



ANNEXURE AM2

PARTNERSHIP INVESTMENT DISCLOSURE DOCUMENT

on the 01 March 2023 being the date when the Initial disclosure document was issued and accepted Al Mabroor Agri En Commandite Partnership, a limited liability Partnership (hereinafter referred to as "the Partnership") issued this Disclosure Document exclusively and on a private selection / invitation basis only.

1. INTRODUCTION

- 1.1 The Partnership is founded by Al Mabroor Agri Proprietary Limited – the General Partner, and was set up to conduct the business of
 - 1.1.1. Purchasing livestock (including but not limited to cattle, goats, game, poultry and sheep), contracting farmers to raise and care for the livestock in a free range or feed lot environment and selling the livestock at a profit,
 - 1.1.2. Acquiring cash crops and sell it at a profit,
 - 1.1.3. Participation in the logistical sector;
 - 1.1.4. Acquiring agricultural and logistical property (moveable or immovable) for farming and logistical purposes;
 - 1.1.5. Any other projects or industries, as approved by the Investment Committee of the General Partner.
- 1.2 The General Partner accepts all responsibility for the accuracy of the information given and verifies that, to the best of its knowledge and belief, no other facts have been omitted from this Disclosure Document which would make any statement herein false, fraudulent, negligent or misleading and that it has made all reasonable enquiries to ascertain such facts.
- 1.3 This Disclosure Document is important. It is considered prudent for a Prospective Limited Partner to consult a professional advisor, who has extensive knowledge and experience in financial and business matters, who specialises in advising on business-related investment structures and partnerships, who is capable of evaluating the merits and risks associated with participation in the Partnership and who can assist in evaluating this opportunity against a prospective Limited Partner's personal needs and circumstances, or against the investment strategy of a participating entity. Prospective Limited Partners are therefore advised to obtain independent legal, tax, accounting, financial, investment and other relevant advice when considering participating in the Partnership.
- 1.4 Participation in the Partnership may involve certain potential risks and your attention is drawn to the risk factors that may possibly affect this participation opportunity as set out in this Disclosure Document. This Capital Contribution opportunity is therefore only suitable for prospective Limited Partners who understand the terms and features of the Partnership, its operating strategy, the various factors that may impact on the risk potential and who can satisfy themselves that such proportionate Capital Contribution made and the term of participation is suitable for their specific needs, circumstances and expectations.
- 1.5 This participation opportunity is suited for astute private investors who can afford to have a proportionate exposure to a livestock farming business operation or other investments as contemplated in Clause 1.1; who can tolerate potential investment volatility; and who are seeking the benefits of competitive upside profit-return on their Capital Contributions.
- 1.6 Although estimates and assumptions concerning the assets which the Partnership may seek to acquire are believed by the General Partner to be well researched, well planned, reasonable and achievable, such estimates and assumptions are at best future projections and therefore are at worst uncertain and unpredictable. It is important to note that in adverse circumstances the Partnership's actual results or actual events or conditions could differ materially from those suggested by any information contained in this Disclosure Document – due to a variety of factors, some of which may be beyond the direct control of the General Partner, such as for instance changes in the economy, general supply and demand circumstances, asset and operational performance, management risks, changes in legislation, taxation, etc.
- 1.7 Certain Risk Factors could cause the Partnership's actual results or actual operations performance or conditions to potentially differ from those anticipated. To the extent that actual events may differ materially from the General Partner's assumptions and estimates, actual results and performance will similarly differ from those anticipated and projected.
- 1.8 Prospective Limited Partners must appreciate that any income earnings or profit returns to be derived from their Capital Contributions are dependent on the underlying asset- and operations performance of the Partnership, its asset value and business performance over time, the income earnings or profit return derived from such assets and going concerns; or from profits realised from time to time through the sale of underlying assets; and such value can therefore fluctuate; and due to adverse or extra-ordinary circumstances, it may result in prospective Limited Partners possibly not receiving their initial Capital Contribution or overall income returns on their contributed capital that they have anticipated to receive at withdrawal from the Partnership.
- 1.9 The General Partner, its officers, directors and employees, are not indemnified against any losses incurred by Limited Partner, resulting from gross negligence or fraud by the General Partner, and will remain liable for the direct or actual losses caused by such actions.
- 1.10 The General Partner particularly also draws prospective Limited Partners' attention to the following other restrictions and conditions:
 - 1.10.1 Any information provided or representation made which is not contained in this Disclosure Document (or in any document expressed to be an Addendum or supplement to this Disclosure Document) should be regarded as unauthorised and should accordingly not be relied upon;
 - 1.10.2 Unless specifically appointed by a prospective Limited Partner in a separate written mandate with the General Partner, the employees, officers or persons acting on behalf of the General Partner will not be authorised to provide any financial advice or investment recommendations to a prospective Limited Partner. A prospective Limited Partner that receives this Disclosure Document as part of a private invitation process and any contact or interaction with such a prospective Limited Partner, or any discussion of the terms, features and the working of the Partnership, should not in any way be construed as an intermediary service in terms of any regulatory prescribes;
 - 1.10.3 Neither the delivery of this Disclosure Document nor any private invitation sent in connection herewith shall, under any circumstances, constitute a representation or create any implication that the information herein is correct as at any time subsequent to the date hereof.
 - 1.10.4 Schedule of profit declaration/additional investments and withdrawal notices as follows:

Month of Acceptance (Acceptance Date)	Profit Cycle	First Profit Declaration Date (Prorata)	Subsequent Profit Declaration Date	Additional Investment Opportunity Dates	Withdrawal Notice Dates (After 12 Months)
1 - 31 January	1 January	1st week of May	1st week of September & January	1st week of May, September & January	1 December, 1 April, 1 August
1 - 28 February	1 February	1st week of June	1st week of October & February	1st week of June, October & February	1 January, 1 May, 1 September
1 - 31 March	1 March	1st week of July	1st week of November & March	1st week of July, November & March	1 February, 1 June, 1 October
1 - 30 April	1 April	1st week of August	1st week of December & April	1st week of August, December & April	1 March, 1 July, 1 November
1 - 31 May	1 May	1st week of September	1st week of January & May	1st week of September, January & May	1 April, 1 August, 1 December
1 - 30 June	1 June	1st week of October	1st week of February & June	1st week of October, February & June	1 May, 1 September, 1 January
1 - 31 July	1 July	1st week of November	1st week of March & July	1st week of November, March & July	1 June, 1 October, 1 February
1 - 31 August	1 August	1st week of December	1st week of April & August	1st week of December, April & August	1 July, 1 November, 1 March
1 - 30 September	1 September	1st week of January	1st week of May & September	1st week of January, May & September	1 August, 1 December, 1 April
1 - 31 October	1 October	1st week of February	First week of June & October	1st week of February, June & October	1 September, 1 January, 1 May
1 - 30 November	1 November	1st week of March	First week of July & November	1st week of March, July & November	1 October, 1 February, 1 June
1 - 31 December	1 December	1st week of April	1st week of August & December	1st week of April, August & December	1 November, 1 March, 1 July

1.11 Withdrawal from the Partnership

A Limited Partner will be allowed to withdraw or reduce its Partnership Interest in accordance with the provisions of the En Commandite Partnership Agreement which will follow the following guidelines:

1.11.1 A Limited Partner will be able to reduce or withdraw its Partnership Interest (initial and subsequent investments), subject to the consent of the General Partner, by giving one Calendar Months' notice before the Profit Declaration Date following the expiry of the 12-month investment term.

1.11.2 In the event that the value of the Withdrawing Partner's Partnership Interest after the Withdrawal will be less than the Minimum Contribution as required by this Partnership, the General Partner shall determine whether the Partnership shall pay -

1.11.2.1 the requested Withdrawal amount only and allow the Withdrawing Partner to remain a Partner with a reduced Partnership Interest; or

1.11.2.2 an amount equal to the Withdrawing Partner's total Partnership Interest in the Partnership Net Value, reducing the Withdrawing Partner's total Partnership Interest to 0 (Zero).

1.11.3 The portion of, or whole, Partnership Interest which is withdrawn in accordance with Clause 1.11.2 (as applicable) shall hereinafter be referred to as the "Withdrawal Amount".

1.11.4 The Partners acknowledge that the Partnership requires sufficient time to realise or to procure the realisation of underlying Partnership Assets to enable it to discharge of its obligation to pay any Withdrawal Amount on a best effort basis, without prejudice to the Partnership or the Limited Partners.

1.11.5 The Partnership may deduct from the Withdrawal Amount any taxes, charges, costs and expenses incurred by the Partnership to give effect to the Withdrawal

1.12 The contents of this Disclosure Document are not to be construed as an investment recommendation or as financial advice to any prospective Limited Partner in relation to participation in the Partnership, making a Capital Contribution, holding same or realising such interest; and prospective Limited Partners should consult their professional advisors accordingly.

2. EXECUTIVE SUMMARY OF THE PARTICIPATION OPPORTUNITY

The following information is presented as a summary of certain of the Partnership key terms and features and which, together with the Partnership Agreement, form an integral part of the Disclosure Document.

<p>2.1 Broad Profit-Making Strategy of the Partnership provided the Investment activity is approved as Shariah Compliant by the Shariah Consultancy Committee.</p>	<p>a) To operate as an agricultural trading business that uses the Capital Contributions made by Limited Partners to acquire Purchasing livestock (including but not limited to cattle, goats, game, poultry and sheep), contracting farmers to raise and care for the livestock in a free range or feed lot environment and selling the livestock at a profit,</p> <p>b) Acquiring cash crops and sell it at a profit,</p> <p>c) Participate in the logistical sector,</p> <p>d) i) Acquiring agricultural and logistical property (moveable or immovable) for farming and logistical purposes. ii) Monthly capital management and asset monitoring profit share fees (as defined in clause 2.6 hereunder) are paid to the General Partner of the capital deployed in acquiring the livestock, cash crops, moveable and immovable agricultural property for farming purposes and monitoring the processes associated therewith iii) If any referral fees, initial and ongoing, are payable to referrers, such amount will be deducted from the initial capital invested or returns. iv) Referral fees payable will not exceed the amounts reflected in Annexure AM3A and AM3B</p>
<p>2.2 Investment Objectives and Investment Requirements of the Partnership:</p>	<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 agricultural related products, amongst others, as contemplated in Clauses 1.1 of the agreement.</p> <p>b) Prospective Limited Partners in the Partnership will, unless otherwise directed by the General Partner, receive - i) back their capital contributed upon withdrawal from the Partnership subject to clause 1.11; and ii) returns (at the return rates set out in this Disclosure Document) on the Profit Declaration Date as per 1.10.4</p> <p>c) The General Partner will inform the prospective Limited Partners of further opportunities for participation.</p>
<p>2.3 Risk management strategy:</p>	<p>a) All agricultural products, amongst others, and assets acquisitions will be subject to pre-investment scrutinizing, evaluation, due diligence, viability audit and professional recommendation.</p> <p>b) All livestock acquisitions will be subject to contractual arrangements in contracting the contract farmers to ensure the proper care of the livestock in line with expected growth rates and the timely sale of the livestock at optimal prices. To limit the risks associated with the placement of the Partnership's livestock on the farm of the contract farmer, the General Partner or its Service Providers will have full access to the livestock on the farm where it is kept.</p>
<p>2.4 Investment Currency:</p>	<p>a) Investment in Rand. b) Disinvestment in Rand. c) Income / profit earnings payable in Rand. d) Reporting currency in Rand.</p>

2.5	Platform Fee:	A fee of 0.75% per annum (excl VAT), of fund value on a monthly basis, as determined from time to time
2.6	Profit Share Ratio:	Any profits or losses generated in the Partnership will be divided as follows: <ul style="list-style-type: none"> Investor (limited Partner) 85%; and Al Mabroor Agri (Pty) Ltd (General Partner) 15% as collected by the General Partner from the partnership
2.7	Minimum Participation Interest per prospective Limited Partner:	On a selection / private invitation only basis: Initial Investment: R20,000 (Twenty Thousand Rand) Additional Investment: R5,000 (Five Thousand Rand)
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; 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.
2.10.1	Participation Term:	A minimum period of not less than 12 (Twelve) months, with no limit on the participation period, for initial and subsequent investments Each contribution will be treated as a separate participation term.
2.10.2	Early withdrawal fee:	Should the General Partner consent to an early withdrawal request in terms of the En Commandite Partnership agreement, the General Partner may buy back such a participation interest from the general Capital pool at a discounted value by mutual agreement between the parties in order to facilitate such early withdraw should the General Partner regard it to be possible and will be calculated on the last available statement of account of the Limited Partner.
2.11	Transfer of Ownership:	R750.00 (seven hundred and fifty rand) per transaction.
2.12	First Profit Share:	Activation date to first profit declaration date.
2.13	Frequency of Profit Distributions:	Income earnings / profit declaration will be determined by the month of investment (refer to 2.2) and if a distribution is requested by the limited partner the payment thereof will be made by the 10th day of the following month.
2.14	Termination-/ Exit Fee:	See clause 2.10.2 above.
2.15	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 and will be available via the portal.
2.16	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.
2.17	VAT:	The General Partner will be VAT-registered and payment of Value-Added Taxation will apply where so applicable.
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. 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 Agri 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, amongst others, and associated trading 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.

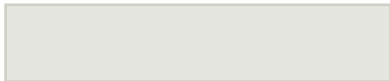

4. ACKNOWLEDGEMENT OF APPLICABLE SHARIAH PRINCIPLES

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.

DECLARATION

The client confirms that a risk and financial needs analysis was completed by the Advisor, that the investment recommendation provided at the discretion of the Advisor is accepted and that they have sufficient savings to cover at least 6 months' expenses. The client is familiar with the Disclosure Document and the Advisor explained the recommended investment product in detail, including the underlying assets / asset allocation, the limitations, risk profile, product rules and risks in terms of liquidity, amongst others. The client acknowledges that the Fund requires sufficient time to obtain liquidity to pay withdrawals on a best effort basis without prejudice to the other investors. The payment date of withdrawals is therefore not certain, due to the nature of real assets. The client acknowledges that the Fund may become unable to make withdrawal payments to investors in the event of force majeure or vis major and that profits or losses generated in the Partnership will be shared at the agreed percentage between the Investors and the General Partner. Please refer to the Disclosure Document for more information.

Signed at: _____ on this _____ day of _____ 20 _____	
Client Signature: 	Advisor Signature: 
Name of Advisor: _____	Brokerage: _____