THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

The definitions and interpretations under the heading "Definitions and Interpretation" apply throughout this Circular, including these cover pages (unless the context indicates otherwise).

Action required:

1 This entire Circular is important and should be read with particular attention to the section entitled "Action required by Shareholders".

2 If you are in any doubt as to what action to take, you should consult your Broker, banker, accountant, attorney or other professional advisor immediately.

3 If you have Disposed of all or some of your Shares, please forward this Circular to the purchaser of such Shares or to the Broker, banker or other agent through whom the Disposal was effected.

The Company and Acorn Agri do not accept responsibility, and will not be held liable, for any action of, or omission by, any Broker, banker, accountant, attorney or other professional advisor or agent, including, without limitation, any failure on the part of the Broker, banker, accountant, attorney or other professional advisor, or agent, of any Shareholder to notify such Shareholder of the Proposed Transaction as set out in this Circular.

OVERBERG AGRI LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 1998/001018/06)
(the "**Company**" or "**Overberg Agri**")

CIRCULAR TO SHAREHOLDERS

Regarding, amongst other matters:

- **the Amalgamation with Acorn Agri (including a Scheme comprising of an acquisition of Shares in terms of sections 48(2)(a), 48(8)(b), 114 and 115 of the Companies Act);**
- **the Exit Offer, being a cash offer made by the Company to the Shareholders in terms of sections 48(2)(a), 48(8)(b), 114 and 115 of the Companies Act to repurchase, subject to a maximum number, the Shares of all Shareholders who wish to Dispose of their Shares by reason of the Amalgamation, for an Exit Offer Price of R256 per Share;**
- **a Conversion of Shares from par value to Shares of no par value;**
- **an increase in the authorised Share capital of the Company;**
- **the "split" of Shares by way of a new issue of Shares to each Shareholder; and**
- **the adoption of the New MOI,**

and incorporating:

- **reports prepared by the Independent Expert in terms of section 114(3) of the Companies Act and Regulation 90 of the Takeover Regulations;**
- **summarised financial statements and *pro forma* financial information of the Company;**
- **a reasonable assurance report prepared by the Independent Reporting Accountant to the Company on the *pro forma* financial information of the Company;**
- **a Regulation 31(7) report prepared by the Company Board in respect of the Conversion of Shares from par value to no par value;**
- **the New MOI;**
- **a Notice convening the General Meeting;**
- **a Form of Proxy *(green)* in respect of the General Meeting;**
- **an Exit Offer Acceptance and Transfer Form *(blue)* in connection with the Exit Offer; and**
- **extracts of section 115 of the Companies Act dealing with the approval requirements for fundamental transactions and section 164 of the Companies Act dealing with Dissenting Shareholders' Appraisal Rights.**

Legal advisor to the Company	Independent Expert	Legal advisor to Acorn Agri Proprietary Limited	Independent Reporting Accountant to the Company

The full Circular is available in English only. An Afrikaans version of certain portions of the Circular is included herein as an enclosure. In the event of any conflict between the English and Afrikaans versions, the English version will prevail.

Copies of this Circular may be obtained during normal business hours from the registered office of the Company at its address set out in the "*Corporate Information and Advisors*" section of this Circular, from the date of issue hereof until the date of the General Meeting, or in the event that the Exit Offer is implemented, the Closing Date.

This Circular is also available on the Company's website (**www.overbergagri.co.za**) and on Acorn Agri's website (**www.acornagri.com**).

Date of issue: 7 February 2018

CORPORATE INFORMATION AND ADVISORS

Company Secretary
A Steyn

Registered office of the Company
11 Donkin Street
Caledon
7230
Date of incorporation: 23/01/1998
Place of incorporation: South Africa

Legal Advisor to the Company
VanderSpuy Cape Town
Registration number 1999/024501/21
4th Floor, 14 Long Street, Cape Town, 8001
P O Box 1701, Cape Town, 8000

Independent Expert
KPMG Services Proprietary Limited
Registration number 1999/012876/07
MSC House, 1 Mediterranean Street, Foreshore, 8001
P O Box 4609, Cape Town, 8000

Independent Reporting Accountant to the Company
PricewaterhouseCoopers Inc
Registration number 1998/012055/21
5 Silo Square, V&A Waterfront
Cape Town, 8002
P O Box 2799, Cape Town, 8000

Legal Advisor to Acorn Agri
Werksmans Incorporated
Registration number 1990/007215/21
De Wagenweg Office Block, 2nd Floor,
Stellentia Road, Stellenbosch, 7600
P O Box 1008, Stellenbosch, 7599

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IMPORTANT LEGAL NOTICE: APPLICABLE LAWS

The definitions and interpretations under the heading "Definitions and Interpretation" apply *mutatis mutandis* (with the necessary changes) to this section.

The release, publication or distribution of this Circular in certain jurisdictions may be restricted by law and therefore persons in any such jurisdictions into which this Circular is released, published or distributed should inform themselves about and observe such restrictions. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. This Circular does not constitute the solicitation of an offer to purchase shares or a solicitation of any vote or approval in any jurisdiction in which such solicitation would be unlawful.

The Proposed Transaction may be affected by the laws of the relevant jurisdictions of Foreign Shareholders. Such Foreign Shareholders should inform themselves about and observe any applicable legal requirements of such jurisdictions. It is the responsibility of any Foreign Shareholder to satisfy himself as to the full observance of the laws and regulatory requirements of the relevant jurisdiction in connection with the Proposed Transaction, which is the subject of this Circular, including the obtaining of any governmental-, exchange control- or other consents or the making of any filings which may be required, the compliance with other necessary formalities, the payment of any issue-, transfer- or other taxes or other requisite payments due to such jurisdiction.

The Proposed Transaction is governed by the laws of the RSA and is subject to any applicable laws and regulations, including the Companies Act.

Any Shareholder who is in doubt as to its position including, without limitation, its tax status, should consult an appropriate independent professional advisor in the relevant jurisdiction without delay.

ACTION REQUIRED BY SHAREHOLDERS

The definitions and interpretations under the heading "Definitions and Interpretation" apply *mutatis mutandis* (with the necessary changes) to this section.

1 IMMEDIATE ATTENTION

This Circular is important and requires your immediate attention. Please take careful note of the following provisions regarding the actions required by Shareholders in relation to the General Meeting and the Exit Offer.

If you are in any doubt as to the action you should take, please consult your Broker, attorney, banker or other professional advisor immediately. If you have Disposed of all or some of your Shares, this Circular should be forwarded to the purchaser of such Shares or the Broker or other agent through whom the Disposal was effected.

2 INFORMATION MEETINGS

Shareholders are advised to attend information meetings to be held as follows:

Date	Time	Venue
Tuesday, 13 February 2018	10:00	Rietpoel
Wednesday, 14 February 2018	10:00	Bredasdorp (Opleidingslokaal)
Thursday, 15 February 2018	10:00	Caledon (Koringaar)
Wednesday, 21 February 2018	10:00	Moorreesburg (Koringbedryfsmuseum)

Presentations will be made at these meetings and representatives of the Company and Acorn Agri will answer questions regarding the Proposed Transaction and ancillary matters.

3 GENERAL MEETING

3.1 General Meeting date and time

The General Meeting will be held at **10:00 on Friday 9 March 2018 at Caledon Hotel and Spa, 1 Nerina Street, Caledon, 7230**, to consider the Transaction Resolutions, set out in the attached Notice, with or without modification.

Shareholders should take note that the Independent Board and the Company Board recommend that Shareholders vote in favour of the Transaction Resolutions.

3.2 Voting, attendance and representation at the General Meeting

Shareholders may attend, speak and vote at the General Meeting in person or represented, in the case of Shareholders who are not natural persons, by duly authorised representatives (or participate electronically as contemplated in the Notice).

Alternatively, if a Shareholder (or, in the case of a Shareholder who is not a natural person, its duly authorised representative) is unable to attend the General Meeting, such Shareholder may appoint a proxy to represent it at the General Meeting by completing the attached Form of Proxy *(green)* in accordance with the instructions therein and which should be returned to the Company for the attention of the Company Secretary to be received on or before 10:00 on Friday, 9 March 2018 at the following address:

If delivered by hand	If sent by mail	If sent by email
Overberg Agri 11 Donkin Street, Caledon, 7230	Overberg Agri P.O. Box 50, Caledon, 7230	annmaries@overbergagri.co.za

Should the Form of Proxy not be delivered to the Company Secretary at the address above by the designated time, a Shareholder will be required to furnish such Form of Proxy to the Chairman before the appointed proxy may exercise any Shareholder rights at the General Meeting (or any adjournment or postponement thereof).

Companies and other corporate bodies (including trusts and partnerships) that are Shareholders may, instead of completing a Form of Proxy, appoint representatives to represent them and exercise all of their Shareholder rights at the General Meeting by giving written notice of the appointment of the representative to the Company. The notice must, unless proof to the reasonable satisfaction of the Company Secretary substantiating the authority of the representative to act on behalf of the Shareholder, has previously been furnished to the Company, be accompanied by a copy of the resolution/s or other authorities in terms of which the representative is appointed. The notice, together with the duly certified copy of the resolution/s or other authorities in terms of which the representative is appointed, must be delivered to the Company for the attention of the Company Secretary, in the manner and at the address set out above, to be received on or before **10:00 on Friday, 9 March 2018**. Should the notice, together with the duly certified copy of the

resolution/s or other authorities in terms of which the representative is appointed, not be delivered to the Company Secretary at the address above by the designated time, a Shareholder will be required to furnish the required documents to the Chairman before the appointed representative may exercise any Shareholder rights at the General Meeting (or any adjournment or postponement thereof).

If the General Meeting is adjourned or postponed, Forms of Proxy or documents as described in the preceding paragraph submitted for the General Meeting as initially convened will remain valid in respect of any adjournment or postponement of the General Meeting.

3.3 Approvals required at the General Meeting

The purpose of the General Meeting is to put the Transaction Resolutions to Shareholders for consideration and approval, with or without modification. Shareholders are urged to consider the Transaction Resolutions and to attend the General Meeting and to exercise their votes in respect of the Transaction Resolutions.

3.4 Court approval

Shareholders are advised that, in accordance with section 115(3) of the Companies Act, the Company may in certain circumstances not proceed to implement the Scheme Resolution and/or the Exit Offer Resolution, despite the fact that it will have been adopted at the General Meeting. This may take place if –

- the Company is obliged to approach the Court for approval in terms of section 115(3) of the Companies Act and the Company fails to obtain such approval; or
- the Court sets aside the Scheme Resolution or the Exit Offer Resolution in terms of section 115(7) of the Companies Act.

In that case, the Amalgamation will not proceed, and Shareholders will be advised thereof.

A copy of section 115 of the Companies Act pertaining to the required approval for the Scheme and the Exit Offer is set out in **Annexure G** to this Circular. Shareholders are in particular referred to section 115(3) of the Companies Act which sets out certain rights of Shareholders who wish to vote against the Scheme Resolution and/or the Exit Offer Resolution.

4 EXIT OFFER

4.1 Acceptance and procedure

Shareholders who wish to accept the Exit Offer must complete the attached Exit Offer Acceptance and Transfer Form and return it to the Company for the attention of the Company Secretary at the address described in paragraph 3.2 above:

4.1.1 if the Shareholder does not wish to attend and vote at the General Meeting, on or before **10:00 on Friday 9 March 2018**, together with a signed Form of Proxy (blue) attached to this Circular; or

4.1.2 otherwise, on or before **17:00 on 13 March 2018**, being the second Business Day after the General Meeting Date.

4.2 Voting rights

A Shareholder who delivers an Exit Offer Acceptance and Transfer Form prior to the General Meeting must together therewith deliver to the Company a Form of Proxy (blue) that appoints the Chairman to vote in favour of all the Transaction Resolutions on its behalf at the General Meeting. If such a Shareholder delivers any other Forms of Proxy (or, in the case of a Shareholder which is a company or other corporate body, any other document appointing a representative to represent it at the General Meeting) to the Company or attends the General Meeting and exercises its voting rights, it will be deemed that it has withdrawn his acceptance of the Exit Offer.

If the Shareholder wishes to attend and exercise its voting rights at the General Meeting, then the Shareholder must deliver the Exit Offer Acceptance and Transfer Form after the General Meeting (but before the Exit Offer Closing Date).

4.3 Shareholders are also referred to Section H of the Circular for more information about the Exit Offer.

5. IMPLEMENTATION OF RESOLUTIONS

In the event that the Amalgamation Agreement does not become unconditional and lapses, the Company will only implement Special Resolutions 1 and 2 and Ordinary Resolution 5, and will not implement any of the other Special- or Ordinary Resolutions.

IMPORTANT DATES AND TIMES RELATING TO THE GENERAL MEETING AND THE EXIT OFFER

The definitions and interpretations under the heading "Definitions and Interpretation" apply mutatis mutandis (with the necessary changes) to this section.

The dates and times in the tables below are based on the assumption that there are no Dissenting Shareholders.

	2018
Record date to determine which Shareholders are entitled to receive the Circular	Friday, 2 February
Date of issue and posting of the Circular to Shareholders and Notice convening General Meeting ("**Circular Date**")	Wednesday, 7 February
Opening date of the Exit Offer	Wednesday, 7 February
Last day to trade in Shares in order to be recorded in the Register on the Voting Record Date	Thursday, 1 March
Forms of Proxy requested to be received by the Company Secretary by 10:00 on	Friday, 9 March
Voting Record Date in respect of being eligible to vote at the General Meeting	Tuesday, 6 March
Last date for Shareholders to give notice in terms of section 164 of the Companies Act objecting to the Scheme Resolution and Exit Offer Resolution before 10:00 on	Friday, 9 March
General Meeting at 10:00 on	**Friday, 9 March**
Exit Offer Closing Date at 17:00 on	Tuesday, 13 March
Last date for Shareholders to give notice in terms of section 115(3)(a) of the Companies Act before 10:00 on	Friday, 16 March
Anticipated date that all the Conditions Precedent will have been fulfilled ("**Fulfilment Date**")	Monday, 23 April
Anticipated Calculation Date	Thursday, 26 April
Anticipated Exit Offer Payment Date	Monday, 30 April
Anticipated Closing Date of Amalgamation Agreement ("**Closing Date**")	Wednesday, 2 May
Anticipated date for the implementation of the Share Split ("**Share Split Date**")	Thursday, 3 May

Notes:

1 Shareholders are referred to Section N of the Circular (which contains a summary of Dissenting Shareholders' Appraisal Rights) regarding rights afforded to the Shareholders, the exercise of which may affect the fulfilment of the Conditions Precedent and/or the dates referred to above, and accordingly, the Closing Date or the implementation of the Amalgamation.

2 The Company reserves the right to amend any of the dates referred to above. Should there be any amendments to the dates referred to above as a consequence of Dissenting Shareholders exercising their rights or for any other reason, a revised timetable will be published in "Die Burger" and "The Cape Times" newspapers and/or sent to Shareholders. Similarly, if the Amalgamation does not proceed as a result of Dissenting Shareholders exercising their rights or for any other reason, Shareholders will be informed.

3 All times referred to in this Circular are references to South African standard time.

DEFINITIONS AND INTERPRETATION

In this Circular and in all the Enclosures and Annexures (except Annexure A), unless the context indicates a contrary intention, a word or an expression which denotes any gender includes the other genders, a natural person includes a juristic person and *vice versa*, the singular includes the plural and *vice versa* and the following words and expressions bear the meanings assigned to them below:

"Acceptance"	an Exit Offer Acceptance and Transfer Form signed by a Shareholder and delivered to the Company in accordance with the terms of the Exit Offer as recorded in the Circular;
"Acceptee"	a Shareholder who has accepted the Exit Offer by executing and delivering an Exit Offer Acceptance and Transfer Form to the Company in accordance with the terms of the Exit Offer as recorded in the Circular and on the Exit Offer Acceptance and Transfer Form;
"ACG"	ACG Fruit Proprietary Limited, registration number 2002/030609/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"ACG Purchase Contracts"	(i) two share purchase agreements entered into on or about 5 September 2016 between Acorn Agri, ACG and various other parties, as amended from time to time; and (ii) an escrow agreement entered into between Acorn Agri, ACG, and two other parties on or about 23 November 2016;
"Acorn Agri"	Acorn Agri Proprietary Limited, registration number 2012/207432/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Acorn Agri Agreed Contracts"	• the agreements listed in Annexure A2 to the Amalgamation Agreement; • any contracts for the issue of any Acorn Agri Shares or any Acorn Agri Entity Shares, as the case may be, or for the acquisition of assets transferred to Acorn Agri or an Acorn Agri Entity in exchange for the issue of Acorn Agri Shares or Acorn Agri Entity Shares, as the case may be, with a financial implication of less than R50,000,000; • any other contracts concluded by Acorn Agri with a financial implication of less than R50,000,000; and • any other contracts concluded by any Acorn Agri Entity in the Ordinary Course of Business;
"Acorn Agri Board"	the board of directors of Acorn Agri;
"Acorn Agri Closing Amount"	the AA Closing Amount, as defined in clause 6.4.1.1 of the Amalgamation Agreement, an extract of which is enclosed in **Annexure A** to this Circular;
"Acorn Agri Distribution Resolution"	the resolution by the Acorn Agri Board referred to in paragraph 2.1 of Section G of the Circular;
"Acorn Agri Entities"	all the companies in which Acorn Agri holds any share, which are – • ACG; • Acorn Agri Services; • BKB; • Grassroots; • Lesotho; • Montagu; • the Company; • Acorn Manco; and • any company in which Acorn Agri makes any investment during the Interim Period;
"Acorn Agri Group"	Acorn Agri and all of its Subsidiaries;

"Acorn Agri Liabilities"	any and all Liabilities of Acorn Agri as at the Closing Date, but excluding: • the Liabilities of Acorn Agri to perform in terms of the Amalgamation Agreement; and • all Liabilities that under Applicable Laws are not possible to delegate and assign to the Company;
"Acorn Agri Liquidation Agreement"	an agreement between the Company and Acorn Agri Shareholders collectively holding at least 75% of the Acorn Agri Shares, in terms of which they will be obliged to take steps towards the liquidation and deregistration of Acorn Agri and other ancillary matters in accordance with section 44 of the Income Tax Act; and which agreement must *inter alia* include a provision that the Acorn Agri Shareholders that are party to the agreement undertake to pass a Special Resolution placing Acorn Agri in liquidation when required to do so by the Company;
"Acorn Agri Services"	Acorn Agri Services Limited, registration number 2002/022151/06, a limited liability public company duly incorporated in accordance with the laws of the RSA;
"Acorn Agri Shares"	ordinary shares issued by Acorn Agri;
"Acorn Agri Shareholders"	all the shareholders of Acorn Agri as reflected in the securities register of Acorn Agri immediately before the commencement of the Closing Date Meeting (as defined in clause 9.1 of the Amalgamation Agreement);
"Acorn Agri Successor Shareholders"	at any point in time: • those of the Acorn Agri Shareholders that each still hold all or a portion of the Consideration Shares acquired by them in terms of the Consideration Shares Distribution or the Post-Closing Consideration Shares Distribution, but only in respect thereof; and • those current Shareholders that are successors in title of and owners of all of or portions of the Consideration Shares, but only in respect thereof;
"Acorn Agri Warranties"	the warranties for the benefit of the Company and the Company Successor Shareholders in terms of the Amalgamation Agreement;
"Acorn Manco"	Acorn Manco Proprietary Limited, registration number 2012/219309/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Acorn Manco 2"	Acorn Manco 2 Proprietary Limited, registration number 2009/021687/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Acorn Manco 2 Pref Agreement"	the agreement entered into or to be entered into between Acorn Manco 2 and the Company in terms whereof the Company agrees or will agree to subscribe for a number of preference shares in Acorn Manco 2 determined in accordance with the Acorn Manco 2 Pref Formula at a subscription price per preference share equal to the Consideration Share Value;
"Acorn Manco 2 Pref Formula"	the following formula: (A – B) x (7.5/92.5) where A equals the Company Closing Date Shares and B equals the Scheme Shares;
"Acorn Manco 2 Subscription Agreement"	the subscription agreement in terms of which Acorn Manco 2 will subscribe for a number of Ordinary Shares equal to the number of Ordinary Shares determined in accordance with the Acorn Manco 2 Pref Formula at a subscription price per Share equal to the Consideration Share Value;
"Additional Consideration Shares"	the number of Shares, if any, issued to the Acorn Agri Successor Shareholders in terms of clause 17 of the Amalgamation Agreement;
"Additional Shares"	the number of Shares, if any, issued to the Overberg Agri Successor Shareholders in terms of clause 16 of the Amalgamation Agreement;

"African Rainbow Capital"	African Rainbow Capital Proprietary Limited, registration number 2015/000394/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Agriculturist"	an individual who, as certified by a registered accountant or auditor, is involved in farming, including but not limited to cultivating soil, raising livestock or producing crops and who directly or indirectly receives at least 51% of his income from agriculture, provided that such certification need only be provided to the Company once, namely when that individual is for the first time nominated to stand for election as a director;
"Amalgamation" or "Amalgamation Transaction"	the amalgamation transaction in terms of which Acorn Agri, in terms of section 44 of the Income Tax Act, will transfer the Sale Assets to the Company in exchange for the issue of the Consideration Shares by the Company and the assumption of the Acorn Liabilities and on the other terms described in the Amalgamation Agreement;
"Amalgamation Agreement"	the amalgamation agreement entered into by and between the Company, APEQ and Acorn Agri on 15 November 2017 including the first addendum thereto which sets out the terms and conditions of the Amalgamation Transaction;
"Amalgamation Completion Date"	the day on which the Post-Closing Consideration Shares Distribution takes place;
"Amended Fund Management Agreement"	the Existing Acorn Agri Fund Management Agreement as amended in terms of an addendum thereto entered into or to be entered into between Acorn Agri, Acorn Agri Services, APEQ and the Company in respect of the future management of all the Subsidiaries of the Company;
"André"	Andries Jakobus Uys, identity number 681008 5103 089;
"APEQ" or "Acorn Private Equity"	Acorn Private Equity Proprietary Limited, registration number 2009/017511/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Applicable Laws"	in relation to each Acorn Agri or the Company or APEQ, as the case may be, includes from time to time all statutes, subordinate legislation, common law, regulations, ordinances, by laws, directives, codes of practice, circulars, guidance or practice notices, judgments, decisions, standards and similar provisions as amended, replaced, re-enacted, restated or reinterpreted: • which are prescribed, adopted, made, published or enforced by any Relevant Authority; and • compliance with which is (or was or will be, at the relevant time referred to in the Amalgamation Agreement) mandatory for that Party;
"Appraisal Rights"	the rights afforded to Shareholders in terms of section 164 of the Companies Act, an extract of which is set out in **Annexure G** to this Circular;
"ARC Assignment and Amendment"	the deed of cession and delegation entered into or to be entered into between Acorn Agri, ARC Fund and the Company in terms whereof the rights and obligations of Acorn Agri in terms of the Existing ARC and Acorn Agri Subscription Agreement will be ceded, assigned and transferred to the Company and which may also provide for amendments to the Existing ARC and Acorn Agri Subscription Agreement;
"ARC Fund"	the ARC Fund, an *en commandite* partnership established in the RSA;
"Authorised Dealer"	an authorised dealer of the SARB, designated as such in the Exchange Control Regulations;
"Bedrywe Board"	the board of directors of Overberg Agri Bedrywe;
"BKB"	BKB Limited, registration number 1998/012435/06, a limited liability public company duly incorporated in accordance with the laws of the RSA;
"Boltfast"	Boltfast Proprietary Limited, registration number 2007/014081/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;

"Bontebok"	Bontebok Limeworks Proprietary Limited, registration number 1947/025665/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Bredasdorp Abattoir"	Bredasdorp Slagpale Proprietary Limited, registration number 1966/011382/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Breach Shares"	the Shares defined as AA Breach Shares or OA Breach Shares in clauses 16 and 17 of the Amalgamation Agreement (copies of clauses 16 and 17 of the Amalgamation Agreement form part of **Annexure A** hereto) that the Company may become obliged to issue to Acorn Agri Shareholders or Company Successor Shareholders, as the case may be, in the event of the breach of the Acorn Agri Warranties or Company Warranties;
"Broker"	a "stockbroker" as defined in the Financial Markets Act, No. 19 of 2012, as amended from time to time;
"Business Day"	any day other than a Saturday, Sunday or an official public holiday in the RSA;
"Calculation Date"	a date three Business Days after the Fulfilment Date (or such earlier or later date after the Fulfilment Date as agreed between the Parties in writing);
"CGT"	capital gains Tax in terms of the Eighth Schedule to the Income Tax Act;
"Chairman"	the chairman of the General Meeting;
"CIPC"	the Companies and Intellectual Property Commission;
"Claims"	all claims (whether contingent or non-contingent, liquid or illiquid) for the payment of money and all other claims or rights of whatsoever nature and howsoever arising (whether on loan account or otherwise);
"Closing Date"	the first Business Day of the calendar month following the calendar month – • during which the Calculation Date occurs; or • during which the determination or settlement of the Consideration Shares occurs, whichever is the latest, or any other date as agreed between the Parties in writing;
"Closing Date Cash and Cash Equivalents"	any and all cash on hand, cash in bank and petty cash of Acorn Agri as at the Closing Date and specifically including all cash on hand, cash in bank and petty cash of Acorn Agri as at the Signature Date and generated by Acorn Agri for the period from such date up to and including the Closing Date less cash payments in the Ordinary Course of Business and less R2,000,000 or such other amount as may be agreed in writing between Acorn Agri and the Company on or after the Calculation Date;
"Circular"	this document, dated 7 February 2018, addressed to Shareholders and which includes all annexures, the Notice, the Form of Proxy and the Exit Offer Acceptance and Transfer Form;
"Circular Date"	the date of issue of this Circular, being 7 February 2018;
"Common Monetary Area"	South Africa, the Republic of Namibia and the Kingdoms of Lesotho and Swaziland;
"Companies Act"	the Companies Act, No. 71 of 2008, as amended from time to time;
"Companies Regulations"	the Companies Regulations, 2011, issued in terms of the Companies Act;
"Company" or "Overberg Agri"	Overberg Agri Limited, registration number 1998/001018/06, a public company duly incorporated and registered in accordance with the laws of the RSA;
"Company Board"	the board of directors of the Company;
"Company Closing Amount"	the OA Closing Amount, as defined in clause 6.4.1.2 of the Amalgamation Agreement, an extract of which is enclosed in **Annexure A** to this Circular;
"Company Closing Date Shares"	the number of issued Shares immediately before the commencement of the Closing Date Meeting, as defined in clause 9.1 of the Amalgamation Agreement;

"Company Entities"	all the companies in which the Company holds any of the issued shares on the Signature Date, being: • Overberg Agri Bedrywe, with the Company holding 79,238,112 of its issued ordinary shares, being 100% of such issued ordinary shares. Overberg Agri Bedrywe holds the following investments in: - Moov, with Overberg Agri Bedrywe holding 486 of its issued ordinary shares, being 51% of such issued ordinary shares; - Overberg Wealth, with Overberg Agri Bedrywe holding 295,297,661 of its issued ordinary shares, being 70% of such issued ordinary shares; - Procuro Grain, with Overberg Agri Bedrywe holding 33 of its issued ordinary shares, being 33% of such issued shares; • Overberg Agri Beleggings, with the Company holding 349,261 of its issued ordinary shares, being 100% of such issued ordinary shares, Overberg Agri Beleggings holds the following investments in: - Pioneer, with Overberg Agri Beleggings holding 5,000,000 of the issued ordinary shares; and - ACG, with Overberg Agri Beleggings holding 1,521 of the issued ordinary shares, being 25.16% of such issued ordinary shares; • Bredasdorp Abattoir, with the Company holding 638,500 of its issued ordinary shares, being 100% of such issued ordinary shares; • Bontebok, with the Company holding 20,000 of its issued ordinary shares, being 74% of such issued ordinary shares; • Boltfast, with the Company holding 100 of its issued ordinary shares, being 74.6% of such issued ordinary shares; and • Overberg Agri Manco, with the Company holding 100 of its issued ordinary shares, being 100% of such issued ordinary shares;
"Company Group"	the Company and all of its Subsidiaries;
"Company Management Team"	André and Louw;
"Company Secretary"	the officially appointed company secretary of the Company, being A Steyn;
"Company Successor Shareholders"	at any point in time: • those of the Shareholders that each still hold all or a portion of the Shares registered in their names in the Securities Register of the Company immediately before the commencement of the Closing Date Meeting (as defined in clause 9.1 of the Amalgamation Agreement), but only in respect thereof; and • those current Shareholders that are successors in title of and owners of Company Closing Date Shares, but only in respect thereof;
"Company Warranties"	the warranties for the benefit of Acorn Agri and the Acorn Agri Successor Shareholders in terms of the Amalgamation Agreement;
"Conditions Precedent"	the conditions precedent to which the Amalgamation Agreement is subject, as described in clause 3 of the Amalgamation Agreement (a copy of clause 3 is included as part of **Annexure A**);
"Consideration Shares"	the number of Shares calculated in terms of clause 6.4 of the Amalgamation Agreement, i.e. excluding the Additional Consideration Shares (a copy of clause 6.4 is included as part of **Annexure A**);
"Consideration Shares Distribution"	the distribution by Acorn Agri of all the Consideration Shares, except the Post-Closing Consideration Shares, to the Acorn Agri Shareholders as a distribution *in specie*, which will for purposes hereof be completed when the Company has issued the Consideration Shares, excluding the Post-Closing Consideration Shares, directly to the Acorn Agri Shareholders in the manner envisaged by clause 6.2*bis* of the Amalgamation Agreement;

"Consideration Share Value"	the OA Closing Amount (as defined in clause 6.4.1.2 of the Amalgamation Agreement) divided by the Company Closing Date Shares (a copy of clause 6.4 is included as part of **Annexure A**);
"Consolidated Group"	the Company and all its Subsidiaries after the implementation of the Amalgamation;
"Contracts"	(i) the agreements entered into by Acorn Agri as set out in Annexure A1 to the Amalgamation Agreement (including, for the avoidance of doubt, any amendments thereto) and (ii) the Acorn Agri Agreed Contracts; and all the rights and obligations of Acorn Agri arising from the aforementioned, but excluding the Amalgamation Agreement;
"Conversion"	the conversion of the Ordinary Shares with a par value to Ordinary Shares having no par value;
"Court"	any court in the RSA with competent jurisdiction;
"Dispose"	sell, transfer, cede, make over, give, donate, exchange, dispose of, unbundle, distribute or otherwise alienate or any agreement, obligation or arrangement to do any of the foregoing; and "**Disposal**" or "**Disposed**" will be construed accordingly;
"Dissenting Shareholders"	Shareholders who validly exercise Appraisal Rights in terms of section 164 of the Companies Act and in respect of whom none of the events set out in section 164(9) of the Companies Act has occurred;
"Distribution"	the distribution by Acorn Agri of the Consideration Shares and, where applicable, the Grassroots Considerations Shares, to the Acorn Agri Shareholders; and "**Distribute**" or "**Distributed**" will be construed accordingly;
"Documents of Title"	original share certificate, certified transfer deed, or any other document of title to Shares acceptable to the Company (it being recorded that such documents are held by the Company on behalf of Shareholders);
"Earnings Per Share"	basic earnings per share, as defined in IAS33;
"EFT"	electronic funds transfer;
"Encumbrance"	any mortgage, charge, pledge, hypothecation, lien, assignment, title retention, option, right to acquire, right of pre-emption, right of set-off, counterclaim, trust arrangement or any other security, preferential right, equity or restriction, and any agreement to give or create any of the aforegoing and "**Encumbered**" will be construed accordingly;
"Entity/ies"	any natural person, association, close corporation, company, limited liability company, other legal or juristic person, concern, enterprise, firm, joint venture, partnership, trust, undertaking, voluntary association or any similar entity;
"Exchange Control Regulations"	the Exchange Control Regulations 1961, as amended from time to time, issued in terms of section 9 of the Currency and Exchanges Act, No. 9 of 1933, as amended from time to time;
"Existing Acorn Agri Fund Management Agreement"	the fund management agreement concluded between Acorn Agri and APEQ dated 6 February 2014, amended on 15 June 2016, and assigned by Acorn Agri to Acorn Agri Services on 15 June 2016;
"Existing APEQ Team"	as the context may indicate, the employees and shareholders, or only the employees, or only the shareholders, of APEQ;
"Existing ARC and Acorn Agri Subscription Agreement"	the subscription agreement entered into between African Rainbow Capital and Acorn Agri on or about 3 April 2017 (including the addendum to the agreement dated 26 April 2017) and in terms whereof African Rainbow Capital subscribed for Acorn Agri Shares and which agreement (and addendum) was assigned by African Rainbow Capital to ARC Fund on or about 1 September 2017;
"Existing MOI"	the MOI of the Company currently in existence on the Signature Date and adopted by the Shareholders on or about 28 June 2017;
"Exit Offer"	the cash offer made by the Company to the Shareholders, in terms of which the Company offers to repurchase the Shares of the Shareholders at the Exit Offer Price, subject to the Maximum Exit Number;

"Exit Offer Acceptance and Transfer Form" or **"Acceptance Form"**	the Exit Offer Acceptance and Transfer Form (blue) attached to and forming part of this Circular in respect of the General Meeting;
"Exit Offer Conditions Precedent"	the conditions precedent to which the Exit Offer is subject, as set out in paragraph 5 of Section H of this Circular;
"Exit Offer Consideration"	the consideration payable by the Company to an Acceptee in respect of the Shares of such Acceptee repurchased by the Company, which consideration shall consist of an amount equal to the Exit Offer Price multiplied by the number of Shares repurchased by the Company from an Acceptee;
"Exit Offer Closing Date"	the last date on which Shareholders may accept the Exit Offer being 17:00 on the second Business Day after the date of the General Meeting;
"Exit Offer Payment Date"	the date on which the Company will pay the Exit Offer Consideration to Acceptees, being the Business Day prior to the Closing Date;
"Exit Offer Price"	the amount of R256 per Share;
"Exit Offer Resolution"	the Special Resolution to be proposed at the General Meeting in respect of the approval of the Exit Offer, the full terms of which are set out in the Notice;
"File"	to deliver a document to the CIPC in the manner and form, if any, prescribed for that document, and "**Filed**" and "**Filing**" will be construed accordingly;
"Foreign Shareholder"	a Shareholder who is a non-resident of the RSA, as contemplated in the Exchange Control Regulations;
"Form of Proxy"	a form of proxy *(green)* attached to and forming part of this Circular in respect of the General Meeting;
"Fulfilment Date"	the date on which the last of the Conditions Precedent is/are fulfilled or waived, as the case may be;
"General Meeting"	the general meeting of Shareholders to be held at 10:00 on Friday, 9 March 2018 at Caledon Hotel and Spa, 1 Nerina Street, Caledon, 7230, at which meeting, *inter alia*, the Transactions Resolutions are to be voted upon;
"Grassroots"	Grassroots Group Holdings Proprietary Limited, registration number 2003/021692/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Grassroots Bear Division"	that part of the business of Grassroots comprising of the production and sales of Yoyo Rolls, Bear Paws, and Bear Claws;
"Grassroots Consideration Shares"	the Shares that the Company may become obliged to issue to the Acorn Agri in accordance with clause 21.1 to 21.6 of the Amalgamation Agreement (a copy of clause 21 forms part of **Annexure A**);
"Grassroots Transaction"	the transaction described in clause 21 of the Amalgamation Agreement (a copy of clause 21 forms part of **Annexure A**);
"Grassroots Transferors"	the Grassroots Transferors as defined in paragraph 6.7 of Section G of the Circular;
"Grassroots Transferors Shares"	the Shares that may be issued to Grassroots Transferors in terms of clause 21.7 of the Amalgamation Agreement and further defined in terms of paragraph 6.9 of Section G of the Circular;
"Headline Earnings Per Share"	as defined per SAICA Circular 2/2015;
"IFRS"	International Financial Reporting Standards as issued by the International Accounting Standards Board from time to time;
"Income Tax Act"	the Income Tax Act, No. 58 of 1962, as amended from time to time;
"Independent Board"	collectively or individually, as the context may require, each of Michael Rupert van Breda (Chairman), Raymond Robert Blom, Dirk Cornelis Human, and Jan Christoffel Truter Viljoen, being members of the Company Board whom the Company has determined are independent directors in accordance with Regulation 108(8) of the Takeover Regulations;

"Independent Expert"	KPMG Services Proprietary Limited, a private company duly incorporated in accordance with the laws of the RSA and appointed to provide external advice to the Independent Board in relation to the Amalgamation, the Scheme and Exit Offer in accordance with the requirements of section 114 of the Companies Act and Regulations 90 and 110(1) of the Companies Regulations;
"Independent Expert Report"	the reports prepared by the Independent Expert annexed hereto as **Annexure B**;
"Intellectual Property"	all of Acorn Agri's intellectual property on the Closing Date, of any nature or form whatever and wherever situated, including any copyright, name, trading styles, marks, logos, trademarks, brands, drawings, designs, pattern, registered design, patent, invention, discovery, process, formulas, know how, computer software, customer lists, domain names, confidential information, goodwill or any application in respect of the foregoing;
"Interim Period"	the period from the Signature Date to the Closing Date (both days inclusive);
"Interim Period Assets"	any shares, Claims, rights or any other assets of any nature acquired by Acorn Agri during the Interim Period;
"Lesotho"	Lesotho Milling Company Proprietary Limited, registration number 71/24, a limited liability private company duly incorporated in accordance with the laws of Lesotho;
"Liability/ies"	any obligation or liability, whether actual, contingent, or otherwise and includes any liability as surety, co principal debtor, guarantor, indemnifier or otherwise for the liabilities of any other Entity and further includes any liability in respect of deferred Tax;
"Losses"	actual or contingent losses, Liabilities, damages, costs (including legal costs on the scale as between attorney and own client and any additional legal costs which are obliged to be paid or are reasonably incurred) and expenses of any nature whatsoever;
"Louw"	Louwrens Erasmus Coetzer, identity number 6112155018085;
"Maximum Exit Number"	the maximum number of Shares that could be acquired by the Company in terms of the Exit Offer, being 779,611 Shares representing 10% of the total number of Shares in issue;
"MOI"	a memorandum of incorporation in terms of the Companies Act;
"Montagu"	Montagu Dried Fruit and Nuts Proprietary Limited, registration number 2005/038076/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Moov"	Moov Fuel Proprietary Limited, registration number 2007/024515/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"NAV"	net asset value;
"New Management Team"	the Company Management Team and the Existing APEQ Team;
"New MOI"	the new MOI of the Company to be adopted by the Shareholders, the terms of which have in writing been approved by Acorn Agri and a copy of which MOI is annexed as Annexure B to the Notice;
"Notice"	the notice of the General Meeting forming part of this Circular;
"Notice of Amendment"	Form CoR 15.2 issued in terms of Section 16 of the Companies Act and Regulations 15(2) and (3) of the Companies Regulations, being a Notice of Amendment of Memorandum of Incorporation and the required attachments thereto;
"Ordinary Course of Business"	• an action by a company if that action: • is consistent with the company's past practices and historical behaviour; • is taken in the ordinary course of the normal day-to-day operations of its business; and • is taken in good faith in the best interests of the business of the company and/or the business conducted by the Subsidiaries of the company,

	and not taken for the purpose of evading or avoiding any covenant, restriction or undertaking in the Amalgamation Agreement;
"Ordinary Shares having no par value"	ordinary shares having no par value in the issued share capital of the Company (being the shares into which the Ordinary Shares with a par value will have been converted into after completion of the Conversion);
"Ordinary Shares with a par value"	ordinary shares with a par value of 15 cents in the issued share capital of the Company;
"Ordinary Resolution"	an ordinary resolution as defined in the Companies Act;
"Overberg Agri Bedrywe"	Overberg Agri Bedrywe Proprietary Limited, registration number 1997/021082/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Overberg Agri Beleggings"	Overberg Agri Beleggings Proprietary Limited, registration number 1998/003837/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Overberg Agri Manco"	Overberg Agri Management Services Proprietary Limited, registration number 2014/240631/07, a limited liability private company duly incorporated in accordance with the laws of RSA;
"Overberg Wealth"	Overberg Wealth and Risk Management Proprietary Limited, registration number 2015/364585/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Panel"	the Takeover Regulation Panel established in terms of the Companies Act;
"Parties"	collectively, Acorn Agri, APEQ and the Company, and a reference to **Party** shall be a reference to any of them, as the context requires;
"Pioneer"	Pioneer Food Group Limited, registration number 1996/017676/06, a limited liability public company duly incorporated in accordance with the laws of the RSA;
"Post-Closing Consideration Shares"	10,000 Consideration Shares which will be issued as consideration for the Post-Closing Date Cash and Cash Equivalents (or, in the event that those Shares are issued after the Split Date, 100,000 Ordinary Shares having no par value);
"Post-Closing Consideration Shares Distribution"	the distribution by Acorn Agri of the Post-Closing Consideration Shares;
"Post-Closing Date Cash and Cash Equivalents"	the cash on hand, cash in bank and petty cash (i) on the first day after the Closing Date; and (ii) received by Acorn Agri after the Closing Date (less all costs incurred by Acorn Agri after the Closing Date, in respect of the recovery of amounts owed to Acorn Agri, the liquidation of Acorn Agri and as otherwise agreed with the Company);
"Procuro Grain"	Procuro Grain Proprietary Limited, registration number 2007/015773/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;
"Proposed Transaction"	the Amalgamation Transaction, the Distribution and the Exit Offer;
"Rand" or "R"	the lawful currency of RSA;
"Relevant Authority"	any competent court or regulatory- or other authority, or any local-, provincial- or national governmental authority, body or department or any inter governmental- or supra national organisation or any self regulatory authority, -body or -organisation;
"Repurchase Agreement"	the agreement that will come into being between an Acceptee and the Company upon the Acceptee's acceptance of the Exit Offer by delivering the duly completed Exit Offer Acceptance and Transfer Form to the Company;
"Repurchase Shares"	1,997,270 Shares (constituting 25.6 per cent of the Ordinary Shares issued by the Company) held by Acorn Agri;
"RSA"	the Republic of South Africa;
"Sale Assets"	all the assets of Acorn Agri on the Closing Date and thereafter, but prior to the Amalgamation Completion Date, including – • the Sale Shares;

- the Sale Claims;
- the Interim Period Assets;
- Closing Date Cash and Cash Equivalents;
- the Contracts;
- the Intellectual Property;
- Post-Closing Date Cash and Cash Equivalents; and
- all goodwill of Acorn Agri on the Closing Date;

"Sale Claims" the claim in the amount of R10,583,422.84 that Acorn Agri has against Montagu on loan account and any and all other Claims that Acorn Agri has against any Acorn Agri Entity or any other Entity as at the Closing Date, including, but not limited to, Claims for dividends or interest, VAT receivables and other trade receivables;

"Sale Shares" all of the shares held by Acorn Agri in the Acorn Agri Entities, including the following –

- 4,430 ordinary shares issued by ACG (constituting 73.28% of the ordinary shares issued by ACG);
- 120,000,000 preference shares issued by ACG;
- 1,000 ordinary shares issued by Acorn Agri Services (constituting 100% of the ordinary shares issued by Acorn Agri Services);
- 10,361,297 ordinary shares issued by BKB (constituting 11.1% of the ordinary shares issued by BKB);
- 186,378 ordinary shares issued by Grassroots (constituting 58.72% of the ordinary shares issued by Grassroots);
- 62,750 ordinary shares issued by Lesotho (constituting 25.1% of the ordinary shares issued by Lesotho);
- 735 ordinary shares issued by Montagu (constituting 73.5% of the ordinary shares issued by Montagu);
- 10,000,000 preference shares issued by Montagu;
- 106,532,116 preference shares issued by Acorn Manco; and
- 1,997,270 Shares (constituting 25.6% of the Shares) ("**Repurchase Shares**");

"SARB" the South African Reserve Bank;

"SARS" the South African Revenue Service;

"Scheme" the acquisition by the Company of the Repurchase Shares in terms of section 48(2)(b) of the Companies Act;

"Scheme Shares" a portion of the Consideration Shares comprising of 1,997,270 Shares;

"Scheme Resolution" the Special Resolution to be proposed at the General Meeting in respect of the approval of the Scheme, the full terms of which are set out in the Notice;

"Securities Register" or "Register" the securities register of the Company;

"Shareholders" the ordinary shareholders of the Company;

"Shares" or "Ordinary Shares" Ordinary Shares with a par value, or after the Conversion, Ordinary Shares having no par value in the authorised and issued Share capital of the Company;

"Share Split Date" the first Business Day after the Consideration Shares Distribution has occurred and the Exit Offer has become unconditional and have been fully implemented (it is recorded for the avoidance of doubt that the purpose of this definition is not to reflect the completion of the Amalgamation or the Proposed Transaction recorded herein but merely to record the completion of a phase after which the planned Split can take place);

"Signature Date" 15 November 2017;

"Special Resolution"	a special resolution as defined in the Companies Act;
"Split"	the split of each Ordinary Share by way of the issue of nine Shares to each Shareholder for every Share held by it on the Share Split Date;
"Subsidiary"	a subsidiary as defined in the Companies Act;
"Takeover Regulations"	the Takeover Regulations issued in terms of section 120 of the Companies Act, as amended from time to time;
"Tax"	• all forms of tax, levy, impost, contribution, duty, Liability and charge in the nature of taxation and all related withholdings or deductions of any nature (including, for the avoidance of doubt, employment-related contribution Liabilities, dividends withholdings tax, income tax, CGT and VAT in the RSA and corresponding obligations elsewhere); and • all related fines, penalties, charges and interest, imposed or collected by a Tax Authority;
"Tax Authority"	a taxing- or other governmental (local or central) state- or municipal authority (whether within or outside of the RSA) competent to impose a Liability for or to collect Tax, including SARS;
"Transaction Agreements"	the: • Amalgamation Agreement; • Amended Fund Management Agreement; • ARC Assignment and Amendment; • Acorn Manco 2 Pref Agreement; • Acorn Manco 2 Subscription Agreement; and • Acorn Agri Liquidation Agreement;
"Transaction Resolutions"	all the resolutions to be voted upon at the General Meeting by the Shareholders, as set out in the Notice;
"VAT"	value-added tax levied in terms of the South African Value-Added Tax Act, No. 89 of 1991, as amended from time to time;
"Voting Record Date"	the date on, and time at which, a Shareholder must be recorded in the Register in order to be eligible to vote at the General Meeting.

OVERBERG AGRI LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 1998/001018/06)
(the "**Company**")

Company Directors

Non-executive:
DG De Kock (Chairman)
DCH Uys (Vice Chairman)
RR Blom*
DC Human*
RP Krige
TL Linde
P Malan
AC Neethling
CA Smith
MR van Breda*
JCT Viljoen*

Executive:
AJ Uys (Group Managing Director)
FGG Joubert (Operational Director)
LE Coetzer (Financial Director)

Company Secretary:
A Steyn

** Independent*

CIRCULAR TO SHAREHOLDERS

A. BACKGROUND TO THIS CIRCULAR

1 Overberg Agri, based in Caledon, is a publicly traded agricultural company with diverse interests in agricultural services and -inputs, an abattoir, fruit farming, energy, industrial fasteners and mining. Overberg Agri has a strong presence in the Overberg and Swartland areas of the Western Cape with operations in some other parts of the country.

2 Acorn Agri, based in Somerset West, is a focused agricultural- and food investment company with an investment portfolio in agricultural services and -inputs, health snacks- and dried fruit production, wheat- and maize milling and fruit farming. Acorn Agri has a national presence.

3 Both Overberg Agri and Acorn Agri have substantial investment portfolios that have generated solid returns to shareholders over time.

4 Overberg Agri and Acorn Agri have entered into an Amalgamation Agreement whereby they will amalgamate their respective businesses into one combined Entity and thereby create a leading national agriculture- and food investment company, with a shared culture and shared values, a focused and complementary investment portfolio, proven management and -track record, that is envisaged to be listed on the Johannesburg Stock Exchange ("**JSE**") in the near future. As such, an amalgamation of Overberg Agri and Acorn Agri is hereby proposed for the reasons as elaborated below.

5 Overberg Agri accordingly intends to enter into the Proposed Transaction which consists of a number of separate, indivisible, parts, being –

5.1 the Amalgamation Transaction (which includes the Scheme);

5.2 the Distribution; and

5.3 the Exit Offer.

B. PURPOSE OF THIS CIRCULAR

1 The purpose of this Circular is to:

1.1 provide Shareholders with information regarding the Proposed Transaction;

1.2 provide Shareholders with the Independent Expert Report in respect of the Scheme and the Exit Offer prepared in terms of sections 114(2) and 114(3) of the Companies Act and Regulation 90 of the Takeover Regulations;

1.3 advise Shareholders of the views and recommendations of the Independent Board in respect of the Proposed Transaction;

1.4 convene the General Meeting to consider and approve, with or without modification, the Transaction Resolutions set out in the Notice; and

1.5 inform the Shareholders of their Appraisal Rights and the manner in which such rights may be exercised, in accordance with the Companies Act.

2 This Circular (excluding the Notice) is published by, and is in terms of the Takeover Regulations the responsibility of, the Independent Board.

C. LETTER FROM THE CHAIRMAN OF OVERBERG AGRI

7 February 2018

Dear Shareholder,

It is with pleasure that we announce that Overberg Agri and Acorn Agri have entered into an Amalgamation Agreement. With this Proposed Transaction, we will amalgamate our respective businesses into one combined entity and thereby create a unique leading national agriculture- and food investment company. We share the same values and culture, a focused and complementary investment portfolio and a proven management and -track record. It is also envisaged that the new business will be listed on the Johannesburg Stock Exchange in the near future, if conditions are favourable.

Apart from the obvious unlocking of value to our Shareholders, it is of crucial importance to us to ensure the sustainability of the agricultural business of Overberg Agri and maintain the high and competitive service levels to our clients. In this regard, specific measures had been agreed on as part of the Proposed Transaction in order to protect and promote the agricultural business of Overberg Agri, operated through Overberg Agri Bedrywe.

We believe that the Proposed Transaction offers an opportunity to drive growth by synergising the assets and business models of Overberg Agri and Acorn Agri. The combined business will hold an attractive blend of local- and export orientated businesses with exposure to export earnings which hedges Shareholders against Rand devaluation and local economic- and political challenges. Both companies have investments in agriculture-, food- and other enterprises that have generated solid returns, and we believe that all stakeholders will derive benefit from this transaction.

The Acorn Agri team is well known to us and has been involved in the business since 2004 when Pierre Malan, the co-founder of Acorn Private Equity, assisted BNK Landbou Groep Limited and CRK Landbou Limited to merge and create Overberg Agri. Since Acorn Private Equity's inception in 2009, it has provided corporate finance- and advisory services to Overberg Agri. Acorn Private Equity *inter alia* assisted Overberg Agri with the acquisition of Graanboere Groep Limited, the erstwhile holding company of Moorreesburgse Koringboere Proprietary Limited, as well as the acquisition of interests in Moov and Agricultural Packaging Proprietary Limited (Agpack). Furthermore, Acorn Agri has been a substantial Shareholder of Overberg Agri since 2014 and two Acorn Private Equity executives serve on the Company Board. Overberg Agri as well as the Company Board have benefitted substantially from their experience.

Despite not being obliged, in terms of the Companies Act, to obtain a fair and reasonable report in respect of the Amalgamation, the Independent Board has nevertheless requested an opinion in respect of the Amalgamation. After taking all reasonable steps to reach a fully informed opinion concerning the Amalgamation, the Independent Board is satisfied that:

i. the Scheme and the issue of the Scheme Shares as consideration for the Repurchase Shares are fair and reasonable to the Shareholders of Overberg Agri;

ii. the Exit Offer and the Exit Offer Price are fair and reasonable to the Shareholders of Overberg Agri;

iii. the terms and conditions of the Amalgamation Agreement are fair and reasonable to Overberg Agri and the Shareholders of Overberg Agri.

Both the Company Board and the Independent Board unanimously support the Amalgamation, and we call upon you to vote in favour of the proposed Transaction Resolutions. We urge all stakeholders to attend the scheduled information meetings.

Yours sincerely

Douw de Kock
Chairman of the Company board

D. INTRODUCTION TO ACORN AGRI AND ACORN PRIVATE EQUITY

1 The Existing APEQ Team has had a long and amicable relationship with Overberg Agri. In 2004, Pierre Malan, the co-founder of Acorn Private Equity, assisted BNK Landbou Groep Limited and CRK Landbou Limited to merge and create Overberg Agri. Since Acorn Private Equity's inception in 2009, it has provided corporate finance- and advisory services to Overberg Agri. Acorn Private Equity *inter alia* assisted Overberg Agri with the transaction for the acquisition of Graanboere Groep Limited, the erstwhile holding company of Moorreesburgse Koringboere Proprietary Limited (MKB), as well as the acquisition of interests in Moov and Agricultural Packaging Proprietary Limited (Agpack).

2 Furthermore, Acorn Agri has been a substantial Shareholder of Overberg Agri since 2014 when Acorn Agri acquired 20% of the Shares in Overberg Agri from Thembeka Capital. Two Acorn Private Equity executives serve on the Company Board. In addition, up to two Acorn Private Equity executives serve on the investment-, audit- and remuneration committee of Overberg Agri.

3 Acorn Agri was founded in 2014 by Acorn Private Equity as an agriculture- and food focused investment company which has generated a return of 18.8% per annum since inception.

4 Acorn Agri has an attractive portfolio of six investments which includes:

4.1 25.6% in Overberg Agri;

4.2 11.1% in BKB;

4.3 58.72% in Grassroots;

4.4 73.5% in Montagu;

4.5 73.28% in ACG; and

4.6 25.1% in Lesotho.

5 The Acorn Agri portfolio has a solid blend of local- and export orientated businesses.

6 The Acorn Agri Shareholders of reference include ARC Fund and the clients of Sanlam Private Wealth.

7 Acorn Agri is managed by Acorn Private Equity, a private equity fund manager, founded in 2009, who specialises in, *inter alia*, the agriculture- and food sector.

8 From 2010 to 2015, Acorn Private Equity managed the Acorn General Fund 1, comprising a portfolio of six investments predominantly in the food- and agriculture sector which generated a return since inception to investors of 39.4% per annum (after fees).

9 The Existing APEQ Team is highly qualified and experienced and includes seven investment professionals and two admin staff. The Existing APEQ Team has combined investment experience of 42 years and are food- and agri industry specialists with strong networks in the sector. The senior executives of the team have been together since 2010.

E. REASONS FOR THE PROPOSED TRANSACTION

1 The Amalgamation Transaction is being concluded for the following reasons:

1.1 to create a leading and sustainable national agricultural- and food investment company with pillars of excellence in grain, fruit, protein, health foods, consumer brands and energy as follows:

	Grain	Protein	Fruit	Health/convenience	Consumer brands	Energy
Farming	Roodebloem	Roodebloem	ACG Fruit			
Agri inputs	OVERBERG pb BKB	OVERBERG BKB	OVERBERG BKB			moov
Agri services	OVERBERG BKB	OVERBERG BKB	OVERBERG BKB			
Processing	BKB LESOTHO	OVERBERG	grassrootsgroup	grassrootsgroup		
Marketing	OVERBERG BKB LESOTHO	OVERBERG BKB	ACG Fruit	Montagu	Montagu	
Distribution	OVERBERG BKB LESOTHO	OVERBERG BKB		Montagu	Montagu	moov
Retail	OVERBERG BKB	OVERBERG BKB		Montagu	Montagu	moov

Note: The interest of Acorn Agri in BKB comprises 11.1%.

and to –

1.2 leverage Overberg Agri's and Acorn Agri's highly complementary portfolio to enhance growth, unlock synergies and increase Shareholders' return;

1.3 create opportunities to expand as a national agricultural- and food group with a strong and ambitious management team to lead the way;

1.4 create additional pockets of excellence through the utilisation of a strong balance sheet and strategic proprietary networks to source deals; and

1.5 strengthen the boards of Overberg Agri and of Overberg Agri Bedrywe to achieve their growth ambitions and maintain high service levels.

2 It is further the intention to improve diversification of the Consolidated Group's investment portfolio as follows:

2.1 improved diversification by region, revenue streams and sectors; and

2.2 creating an attractive blend of local- and export orientated businesses with increased exposure to export earnings which hedges Shareholders against Rand devaluation and local economic- and political challenges,

(the Consolidated Group's business interests in Subsidiaries and associates subsequent to the Amalgamation are provided in more detail in Section O).

3 The Consolidated Group will build and utilise economies of scale as follows:

3.1 ensuring a large and strong post-Transaction balance sheet to maintain high service levels to clients, especially farmers, and confidently pursue acquisition opportunities in future;

3.2 creating additional scale in the grain- and fruit value chains; and

3.3 spreading shared services (such as human resources, legal, treasury and secretarial) over a larger portfolio to reduce overhead cost implications.

4 The Consolidated Group will combine complementary management teams to accelerate value creation as follows:

4.1 combining two highly skilled management teams with excellent experience in the agricultural- and food sector that share the same values;

4.2 leveraging the powerful combination of Overberg Agri's operational expertise and Acorn Agri's investment expertise; and

4.3 improving the ability to capitalise on identified opportunities within the agricultural- and food sector.

5 The Consolidated Group will endeavour to create improved liquidity and potentially unlock value for Shareholders by achieving the required scale to allow for a successful envisaged listing on the main board of the JSE to improve liquidity for trading in Shares compared to the current over-the-counter Share trading platform.

F. KEY BENEFITS TO SHAREHOLDERS

The Proposed Transaction is expected to result in the following key benefits to Shareholders:

1 more diversified portfolio with national scale;

2 increased exposure to export orientated businesses to hedge against potential Rand weakness and/or local political- or economic challenges;

3 larger, more diverse, management team with a proven track record, strong experience and complementary skills that are financially aligned with Shareholders' expectations;

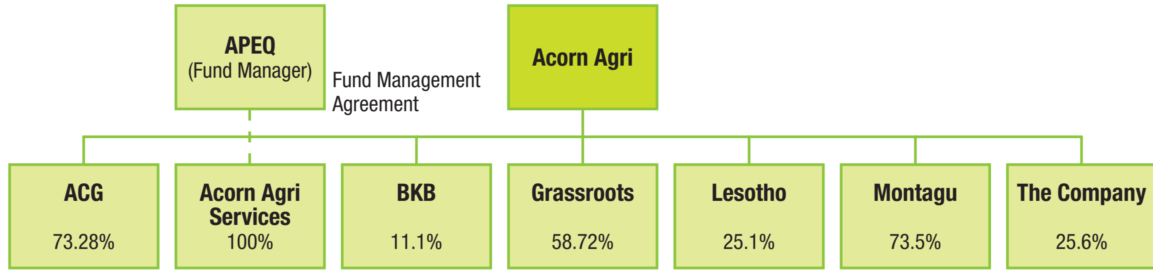
4 maintaining high service levels to clients, especially farmers, while pursuing growth opportunities; and

5 improved liquidity in the trading of Shares due to increased size and anticipated listing on the JSE in due course.

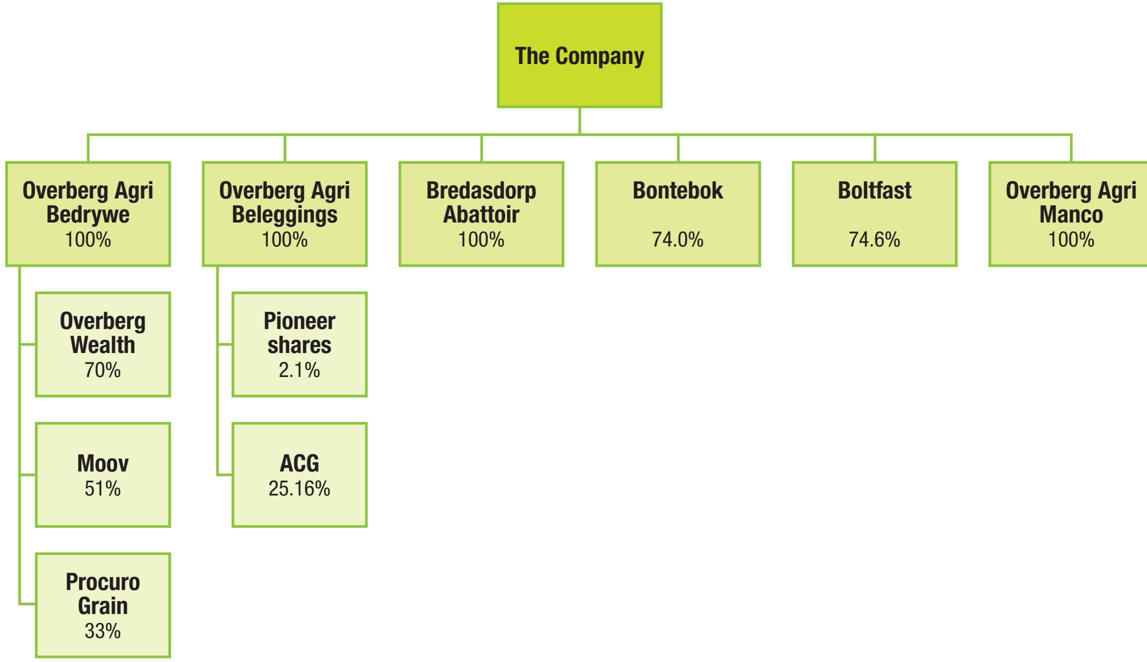
G. THE AMALGAMATION TRANSACTION

1 <u>Introduction</u>

1.1 Prior to the Closing Date the Acorn Agri Group is structured as follows:



1.2 Prior to the Closing Date the Company Group is structured as follows:



1.3 The Company and Acorn Agri wish to amalgamate the assets and liabilities of Acorn Agri with the assets and liabilities of the Company in accordance with section 44 of the Income Tax Act.

1.4 The Company and Acorn Agri have accordingly entered into the Amalgamation Agreement to affect the Amalgamation.

2 <u>Structure of the Amalgamation</u>

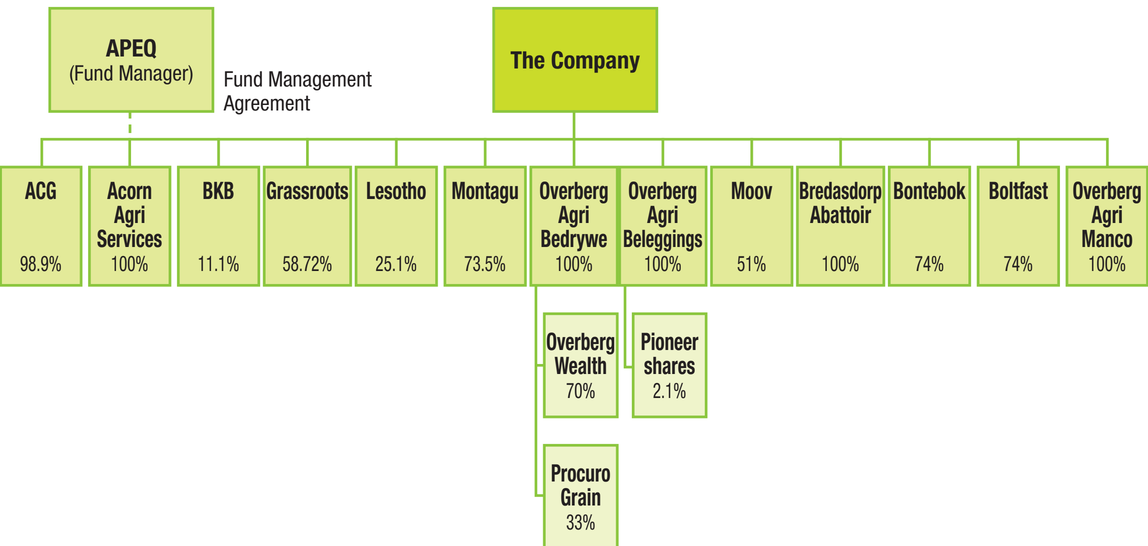
2.1 The Company and Acorn Agri have in terms of the Amalgamation Agreement agreed that Acorn Agri will Dispose of and transfer the Sale Assets to the Company in accordance with the provisions of section 44 of the Income Tax Act, in exchange for which the Company will undertake to issue the Consideration Shares to Acorn Agri and assume the Acorn Agri Liabilities. Acorn Agri will by way of the adoption of an Acorn Agri Board resolution in terms of section 46 of the Companies Act ("**Acorn Agri Distribution Resolution**") with effect from the Closing Date and as a dividend *in specie*, Distribute the Consideration Shares (excluding the Post-Closing Consideration Shares) to the Acorn Agri Shareholders. This means that the Acorn Agri Shareholders will with effect from the Closing Date become entitled to receive the Consideration Shares (excluding the Post-Closing Consideration Shares). The Company will thereafter on the Closing Date, against receipt of delivery of the Sale Assets (excluding the Post-Closing Date Cash and Cash Equivalents), issue the Consideration Shares (excluding the Post Closing Date Consideration Shares) directly to the Acorn Agri Shareholders in the portions that they are entitled to. Thus, it is recorded that the issue by the Company of the Consideration Shares (excluding the Post-Closing Consideration Shares) in that manner will amount to compliance by the Company of its obligations to issue the Consideration Shares to Acorn Agri and amount to compliance by Acorn Agri of its obligations to Distribute and deliver the Consideration Shares (excluding the Post-Closing Consideration Shares) to the Acorn Agri Shareholders.

2.2 The Company may also become obliged to, as additional consideration for the Sale Assets, issue additional Shares ("**Grassroots Consideration Shares**") to Acorn Agri in the event that Grassroots enters into the Grassroots Transaction.

3 <u>Result of the Amalgamation</u>

3.1 The result of the Amalgamation Transaction will be that the Company will be the owner of all the Sale Assets and be liable for the Acorn Agri Liabilities, whilst Acorn Agri will cease to operate. Acorn Private Equity will be the fund manager of the Consolidated Group.

3.2 On completion of the Amalgamation Transaction and Distribution the Consolidated Group will be structured as follows:

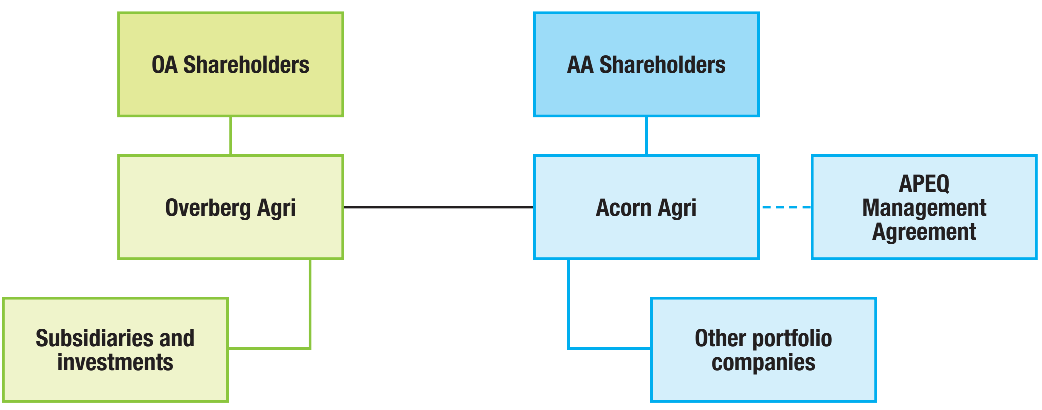


Note: the acquisition, by the Company from Overberg Agri Bedrywe and Overberg Agri Beleggings, of the interests in Moov and ACG will be effected in terms of separate transactions (which do not form part of the Amalgamation).

4 <u>Transaction Steps</u>

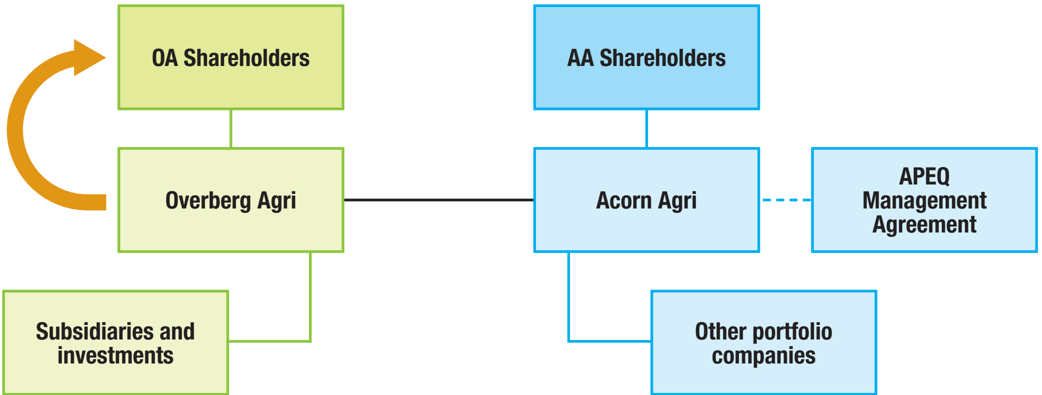
4.1 The Proposed Transaction steps are as follows:

Current:



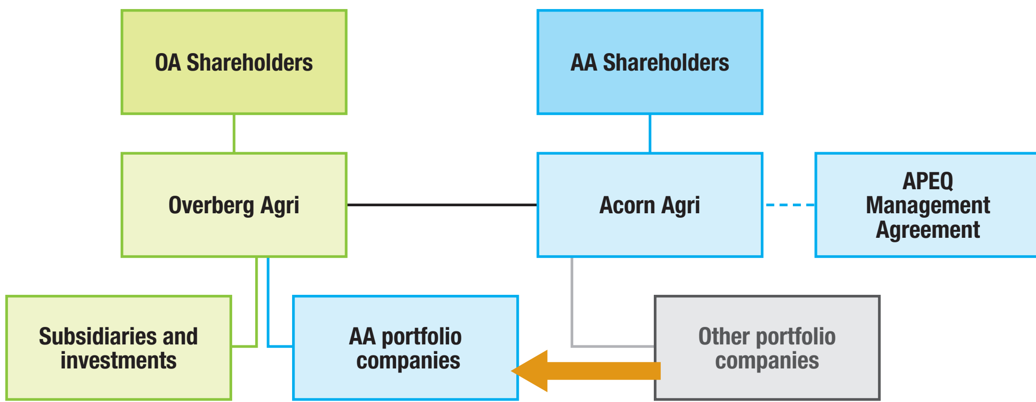
Step 1

- The Company makes an offer to Shareholders (other than Acorn Agri) to repurchase Shares in terms of the Exit Offer.



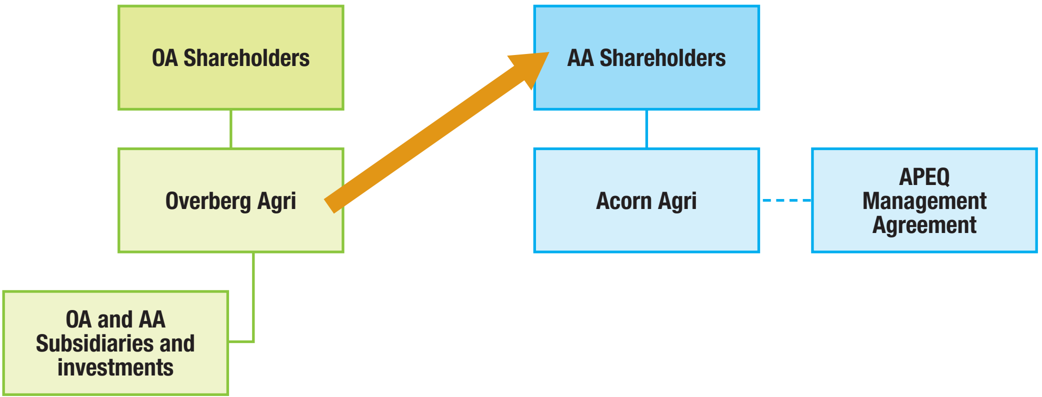
Step 2

- Acorn Agri Disposes of the Sale Assets (excluding the Post-Closing Date Cash and Cash Equivalents) to the Company.
- The Company issues the Consideration Shares (excluding the Post-Closing Consideration Shares) to Acorn Agri.



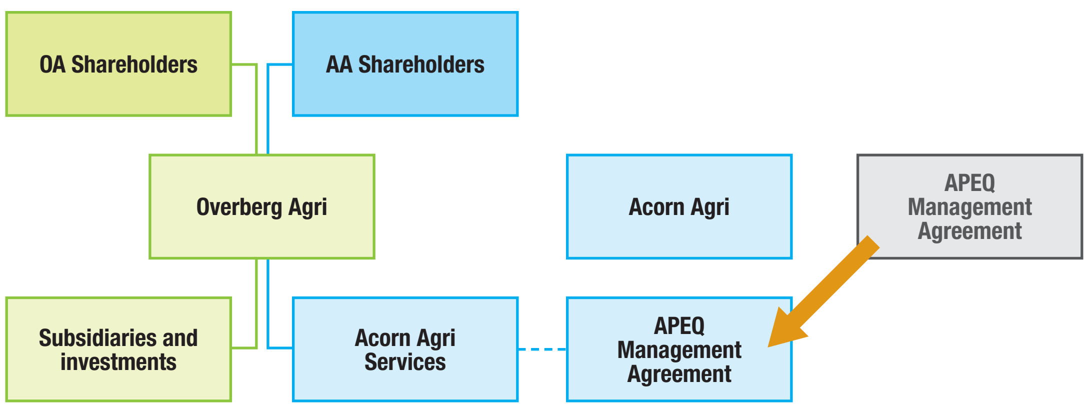
Step 3

- Acorn Agri will then as a dividend *in specie* Distribute the Consideration Shares (excluding the Post Closing Date Consideration Shares) to the Acorn Agri Shareholders and those Consideration Shares will be delivered to the Acorn Agri Shareholders in the manner described in paragraph 2.1 above.
- The Company will also assume the Acorn Agri Liabilities as consideration for the Sale Assets acquired in Step 2.



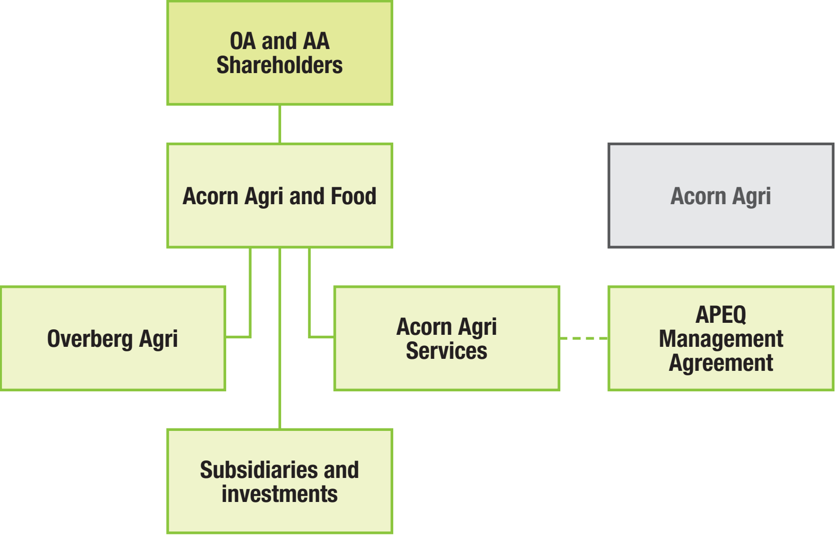
Step 4

- Change the names of the Company and Overberg Agri Bedrywe to reflect their respective business focus.
- As part of the Proposed Transaction the Existing Acorn Agri Fund Management Agreement is amended in a manner that will provide for the provision by APEQ of fund management services to Acorn Agri Services, who in turn will provide such services to the Consolidated Group.



Step 5

- Liquidate Acorn Agri.



5 **<u>Consideration Shares</u>**

5.1 The number of the Consideration Shares will be determined in terms of clause 6.4 of the Amalgamation Agreement. A copy of clause 6.4 is included in **Annexure A** hereto.

5.2 The underlying principles with the calculation of the Consideration Shares are the determination of the Company Closing Amount and the Acorn Agri Closing Amount as determined on the Calculation Date.

Those values are then used to determine the Consideration Shares.

6 **<u>Grassroots Transaction</u>**

6.1 The value of 100% of the Grassroots Bear Division was determined at R414,000,000 ("**Bear Division Value**") and 58.72% ("**Bear Division Interest**") of the Bear Division Value, i.e. R243,100,800 ("**Bear Division Interest Value**") was allocated to the Bear Division Interest when the Parties agreed to the NAV of Acorn Agri on the Signature Date.

6.2 Prior to the Signature Date, negotiations have been initiated by Grassroots to sell 100% of the Grassroots Bear Division which could result in a yield in respect of the Bear Division Interest in excess of the Bear Division Interest Value, which in turn could have a bearing on the NAV of Acorn Agri on the Signature Date, as agreed. This sale ("**the Bear Division Sale**") could be concluded either prior or subsequent to the Closing Date.

6.3 Acorn Agri and the Company have accordingly agreed to, in the event that such a sale takes place and the purchase price in respect of the sale of the Grassroots Bear Division ("**the Bear Purchase Price**") is received before the Calculation Date, to take the excess yield (less certain costs and expenses) into account in the calculation of the Acorn Agri Closing Amount.

6.4 If, however, the Bear Division Sale takes place within 180 days of the Closing Date and (i) the Bear Purchase Price is received within 180 days after the Closing Date or (ii) the Bear Purchase Price is received after 180 days of the Closing Date, the Company will be obliged to issue additional Shares to Acorn Agri to compensate Acorn Agri for the actual value of the Bear Division.

6.5 The compensation or the number of additional Shares to be issued to Acorn Agri, in either of the cases (i) or (ii) in the preceding paragraph, will be determined in accordance with a set formula. The formulas may be found in the extract from the Amalgamation Agreement (clauses 21.1 to 21.6) included in **Annexure A**.

6.6 The Shares that may be issued to Acorn Agri in terms of paragraphs 6.1 to 6.5 are referred to as the "**Grassroots Consideration Shares**".

6.7 Some minority shareholders ("**Grassroots Transferors**") in Grassroots may during the period between the Signature Date and the Calculation Date enter into an agreement with the Company to transfer ("**Exchange**") their shares ("**Grassroots Shares**") in Grassroots to the Company in exchange for the issue of a number of Shares, to be agreed between the Grassroots Transferors and the Company, with effect from the Closing Date (see clause 21.7.1 included in **Annexure A** hereto.)

6.8 In the event that the foregoing Exchange takes places, and the Bear Division Sale is concluded and implemented within 180 days after the Closing Date, the Company will be obliged to issue additional Shares to the Grassroots Transferors in accordance with agreed principles and calculations. Shareholders are referred to clause 21.7 in the extract contained in **Annexure A**.

6.9 The Shares that may be issued to Grassroots Transferors in terms of paragraphs 6.7 and 6.8 above are referred to as the "**Grassroots Transferors Shares**". It is envisaged that the aggregate of the Grassroots Transferors Shares will after the issue thereof not exceed 10% of the total number of the issued Shares at that time.

6.10 Special Resolution 6 as set out in the Notice provides for approval by Shareholders for the issue of the Grassroots Consideration Shares and the Grassroots Transferors Shares.

7 Shareholder Approvals for issue of Consideration Shares and Grassroots Consideration Shares

7.1 Shareholders are referred to Special Resolution 6 as set out in the Notice.

7.2 The Company Board has adopted a resolution to issue the Consideration Shares and Grassroots Consideration Shares as consideration for the Sale Assets in accordance with the Amalgamation Agreement.

7.3 Since the Consideration Shares are expected to exceed 30% of the aggregate issued Shares after the issue thereof, and Acorn Agri could be seen as a person as defined by section 41(1) of the Companies Act, the issue of the Consideration Shares requires the approval of Shareholders by a Special Resolution in terms of sections 41(1) and 41(3) of the Companies Act.

7.4 The Company Board has accordingly proposed Special Resolution 6 to provide for approvals by Shareholders in terms of section 41(1), to the extent required, and section 41(3) of the Companies Act for the issue of the Consideration Shares and the Grassroots Consideration Shares.

7.5 The effect of the adoption of Special Resolution 6 will be that the Company and the Company Board will be duly authorised to issue the Consideration Shares and, if applicable, the Grassroots Consideration Shares.

8 Scheme

8.1 A portion of the Sale Assets comprises of the Repurchase Shares. The acquisition by the Company of the Repurchase Shares as part of the Sale Assets (which comprises of more than 5% of the issued Shares of the Company) must, in terms of section 48(8)(b) of the Companies Act, comply with sections 114 and 115 of the Companies Act. The acquisition of the Repurchase Shares by the Company is hereinafter referred to as "**the Scheme**".

8.2 Although the Scheme forms an indivisible part of the Amalgamation, by reason of the fact that the Scheme must also be approved in terms of the provisions described in paragraph 8.1 above, the Notice provides for a separate additional approval for the Scheme. This is not intended to result in a transaction distinct from the Amalgamation. The Scheme is defined separately for one purpose only and that is to ensure compliance with the requirements of sections 48(8)(b), 114 and 115 of the Companies Act. Furthermore, and for those purposes only, the Scheme Shares have been allocated to the Repurchase Shares and identified as the consideration to be issued by the Company (as part of the Amalgamation) for the Repurchase Shares.

8.3 The Scheme must be approved by:

8.3.1 a Company Board resolution in terms of section 48(2)(a) of the Companies Act; and

8.3.2 a Special Resolution ("**Scheme Resolution**") adopted by the Shareholders in terms of section 115 of the Companies Act.

8.4 The Company Board has approved the Scheme while the Notice includes a Special Resolution (Special Resolution 4) in terms of sections 115 (and 41 to the extent applicable) that will be put to Shareholders at the General Meeting to approve the Scheme.

8.5 The effect of the adoption of these resolutions will be that the Company Board and the Company have approved the Scheme, the acquisition of the Repurchase Shares and the issue of the Scheme Shares and that the Company Board and the Company will be authorised to implement the Scheme.

8.6 The Notice also includes the Independent Expert Report in terms of section 114(3) of the Companies Act, which report is annexed as **Annexure B** to this Circular.

8.7 The consideration deliverable by the Company for the Repurchase Shares comprise of the Scheme Shares.

8.8 On the Closing Date and immediately after the delivery of all the Sale Assets to be delivered to the Company on that date, including the Repurchase Shares, the Company will issue the Consideration Shares (excluding the Post-Closing Consideration Shares) in the manner recorded in paragraphs 2.1 and 4 above and in the following sequence:

8.8.1 first the Scheme Shares; and

8.8.2 immediately thereafter, the balance of the Consideration Shares less the Post-Closing Consideration Shares.

9 Warranties

9.1 Acorn Agri Warranties

9.1.1 The Amalgamation Agreement provides that the Company and the Company Successor Shareholders will collectively enjoy the benefit of the Acorn Agri Warranties and, in the event of a breach thereof, that Company Successor Shareholders will become entitled to the issue to them of additional Shares ("**Acorn Agri Breach Shares**").

9.1.2 The Company has in terms of clause 16 of the Amalgamation Agreement undertaken to pay to a Company Successor Shareholder that is entitled to Acorn Agri Breach Shares an amount ("**Acorn Agri Indemnity Amount**") calculated in accordance with the formula set out in clause 16 of the Amalgamation Agreement in settlement of the Losses it has suffered by reason of the breach of the Acorn Agri Warranties. The Company Successor Shareholders will agree to subscribe for such Acorn Agri Breach Shares at a subscription consideration equal to the Acorn Agri Indemnity Amount. The Acorn Agri Indemnity Amount will be set off against such subscription consideration and the Acorn Agri Breach Shares will be issued to such Company Successor Shareholders.

9.1.3 The remedies of the Company and the Company Successor Shareholders arising from the breach of an Acorn Agri Warranty will be limited to the right and obligation of Overberg Agri Bedrywe or the Company Successor Shareholders to enforce the issue of the Acorn Agri Breach Shares to the Company Successor Shareholders.

9.1.4 The general principle is that Acorn Agri and the Company wish to remedy the calculations made in terms of clause 6.4 of the Amalgamation Agreement, by retrospectively determining the actual Acorn Agri Closing Amount on the Calculation Date as if Acorn Agri and the Company on the Calculation Date were aware of all of the breaches of the Acorn Agri Warranties that may come to their attention after the Calculation Date and then to recalculate the effect of such breaches on the Acorn Agri Closing Amount (which will then result in the Acorn Agri Breach Shares being issued to Company Successor Shareholders). The process and formula for calculating such additional Shares to the Company Successor Shareholders are recorded in clause 16 of the Amalgamation Agreement, a copy of which forms part of **Annexure A** hereto.

9.2 Company Warranties

9.2.1 The Amalgamation Agreement also provides that Acorn Agri and the Acorn Agri Successor Shareholders will collectively enjoy the benefit of the Company Warranties, and, in the event of a breach thereof, that Acorn Agri Successor Shareholders will become entitled to the issue to them of additional Shares ("**Company Breach Shares**").

9.2.2 The Company has in terms of clause 17 of the Amalgamation Agreement undertaken to pay to an Acorn Agri Successor Shareholder that is entitled to Company Breach Shares an amount ("**the Company Indemnity Amount**") calculated in accordance with the formula set out in clause 17 of the Amalgamation Agreement in settlement of the Losses it has suffered by reason of the breach of the Company Warranties. The Acorn Agri Successor Shareholders will agree to subscribe for such Company Breach Shares at a subscription consideration

equal to the Company Indemnity Amount. The Company Indemnity Amount will be set off against such subscription consideration and the Company Breach Shares will be issued to such Acorn Agri Successor Shareholder.

9.2.3 The remedies of Acorn Agri and the Acorn Agri Successor Shareholders arising from the breach of a Company Warranty will be limited to the right of the Acorn Agri Dispute Party (Acorn Agri or a successor-in-title nominated by Acorn Agri for this purpose) or the Acorn Agri Successor Shareholders to enforce the issue of the Company Breach Shares to Acorn Agri Successor Shareholders.

9.2.4 The general principle is that Acorn Agri and the Company wish to remedy the calculations made in terms of clause 6.4 of the Amalgamation Agreement, by retrospectively determining the actual Company Closing Amount on the Calculation Date as if Acorn Agri and the Company on the Calculation Date were aware of all of the breaches of the Company Warranties that may come to their attention after the Calculation Date and then to recalculate the effect of such breaches on the Company Closing Amount (which will then result in the Company Breach Shares being issued to Acorn Agri Successor Shareholders). The process and formula for calculating such additional Shares to Acorn Agri Successor Shareholders are recorded in clause 17 of the Amalgamation Agreement, a copy of which forms part of **Annexure A** hereto.

9.3 Resolutions

9.3.1 The indemnities by the Company to the Acorn Agri Successor Shareholders and the Company Successor Shareholders referred to above may amount to financial assistance of the kind described in sections 44 and 45 of the Companies Act. The Company Board has therefore, to the extent that it may be required, proposed Special Resolution 7 to provide for approvals by Shareholders to such financial assistance in terms of sections 44 and 45 of the Companies Act. The effect of the adoption of Special Resolution 7 will be that the Company will, to the extent applicable, have been authorised to provide such financial assistance.

9.3.2 Shareholders are furthermore referred to Special Resolution 8 as set out in the Notice. The Company Board has adopted a resolution to, where required, issue the Acorn Agri Breach Shares and the Company Breach Shares (collectively "**Breach Shares**") in accordance with the Amalgamation Agreement. It is not certain whether such Breach Shares will be issued and, if so, what the aggregate of those Breach Shares will be and to whom it will be issued. The Company Board has therefore, to the extent that it may be required, proposed Special Resolution 8 to provide for approvals by Shareholders in terms of sections 41(1) and 41(3) of the Companies Act for the issue thereof. To the extent that the issue of the Breach Shares could amount to the provision of financial assistance in terms of section 44, the Special Resolution will also be adopted in terms thereof.

10 Conditions Precedent

The Amalgamation Agreement is subject to the fulfilment or waiver (where appropriate) of the Conditions Precedent included and described in **Annexure A** to this Circular, by no later than 30 April 2018 or such later date that Acorn Agri and the Company may agree. The Company will inform Shareholders in the event that such date is extended. If the Company so elects, the extended date will be published in "Die Burger" and "The Cape Times" newspapers.

11 Closing Date

11.1 The Company and the Independent Board undertake that, upon the Amalgamation Agreement becoming unconditional, they will give effect to the terms and conditions of the Amalgamation Agreement and will take all actions and sign all documents necessary to give effect to the Amalgamation Agreement.

11.2 All the Sale Assets, except the Post-Closing Date Cash and Cash Equivalents, will be delivered to the Company on the Closing Date, provided that Contracts that are not capable of transfer to the Company on the Closing Date will be transferred to the Company as soon as possible thereafter.

11.3 All the Consideration Shares, except the Post-Closing Consideration Shares, will against delivery of the portion of the Sale Assets described in paragraph 11.2 to the Company, be issued in accordance with paragraph 11.2 and step 3 above.

11.4 The Company will also immediately after it has received delivery of the Post-Closing Date Cash and Cash Equivalents allot and issue the Post-Closing Consideration Shares to Acorn Agri.

11.5 Acorn Agri will also Distribute the Post-Closing Consideration Shares to the Acorn Agri Shareholders immediately after it has received delivery thereof.

12 Post-Closing Date Cash and Cash Equivalents

12.1 The ACG Purchase Contracts do not form part of the Sale Assets and will not be transferred to the Company. Instead, Acorn Agri will after the Closing Date take all the reasonable steps to enforce the provisions of these contracts and any amounts realised will form part of the Post-Closing Date Cash and Cash Equivalents.

12.2 The Post-Closing Date Cash and Cash Equivalents form part of the Sale Assets and will be delivered to the Company as soon as it is recovered and all the ACG Purchase Contracts (and the Contracts that were not transferred to the Company) are extinguished.

12.3 The Company will on receipt of the Post-Closing Date Cash and Cash Equivalents issue the Post-Closing Consideration Shares to Acorn Agri whereupon Acorn Agri will Distribute it to the Acorn Agri Shareholders.

13 Completion of the Amalgamation

The Amalgamation will only be completed once all the Sale Assets have been delivered to the Company and all the Consideration Shares (including the Post Closing Consideration Shares) and, if applicable, the Grassroots Consideration Shares, issued in accordance with the Amalgamation Agreement, i.e. on the Amalgamation Completion Date, whereupon Acorn Agri will be placed in liquidation.

14 Continuation of the Business of the Company

14.1 Introduction

14.1.1 The Company and Acorn Agri believe that the Proposed Transaction offers an opportunity to drive growth by synergising the assets and business models of the Company and Acorn Agri respectively for the long-term benefit of all its stakeholders. The vision for the future business of the Company is set out more fully in Section E of this Circular.

14.1.2 The Proposed Transactions will not result in any retrenchments of the Company's employees.

14.1.3 The Company Board will, subject to the election of a number of directors as provided for in the Notice, with effect from the Consideration Shares Distribution be constituted as follows:

14.1.3.1 Douw de Kock, being Douw Gerbrand de Kock;

14.1.3.2 Cobus Visser, being Ysbrand Jacobus Visser;

14.1.3.3 Dirkie Uys, being Dirk Cornelis Hermanus Uys;

14.1.3.4 Buckley McGrath, being James Buckley McGrath;

14.1.3.5 André;

14.1.3.6 Carl Neethling, being André Carl Neethling;

14.1.3.7 Pierre Malan;

14.1.3.8 Louw;

14.1.3.9 Nelius Smith, being Cornelius Alewyn Smith;

14.1.3.10 Johan van der Merwe, being Johannes Hendrik van der Merwe; and

14.1.3.11 one nominated by Acorn Agri by the Closing Date.

14.1.4 The Bedrywe Board will, subject to the election of directors, with effect from the Consideration Share Distribution be constituted as follows:

14.1.4.1 Douw de Kock, being Douw Gerbrand de Kock;

14.1.4.2 Dirkie Uys, being Dirk Cornelis Hermanus Uys;

14.1.4.3 André;

14.1.4.4 Francois Joubert, being Francois Gysbertus Gerhardus Joubert;

14.1.4.5 Pierre Malan;

14.1.4.6 Louw;

14.1.4.7 Cobus Visser, being Ysbrand Jacobus Visser;

14.1.4.8 Michael van Breda, being Michael Rupert van Breda;

14.1.4.9 Dirk Human, being Dirk Cornelis Human;

14.1.4.10 Nelius Smith, being Cornelius Alewyn Smith;

14.1.4.11 Robert Blom, being Raymond Robert Blom;

14.1.4.12 Richard Krige, being Richard Peter Krige;

14.1.4.13 Jan Viljoen, being Jan Christoffel Truter Viljoen; and

14.1.4.14 Tonie Linde, being Theunis Lodewyk Linde.

14.2 Overberg Agri Bedrywe

14.2.1 The Company values its loyal farming clients and as such wishes to ensure that high and competitive service levels will be maintained regardless of the Proposed Transaction.

14.2.2 As such, the following has been agreed as part of the Proposed Transaction in order to create a sustainable agri-business and protect and promote the current agri-services business of the Company, conducted through Overberg Agri Bedrywe:

14.2.2.1 except for the replacement of Carl Neethling with Cobus Visser, all the directors of the Company will become directors of Overberg Agri Bedrywe to ensure the continuity of the business and its strategy and practices;

14.2.2.2 more than 50% of the Bedrywe Board will be Agriculturists;

14.2.2.3 the chairman of the Bedrywe Board will initially be an Agriculturist;

14.2.2.4 until the annual general meeting of the Company to be held in the year 2020, three of the directors serving on the Bedrywe Board will also serve as directors of the Company and, for a minimum of 10 years after the Closing Date, at least two Agriculturists will serve as directors of the Company;

14.2.2.5 the MOI of Overberg Agri Bedrywe may only be changed through a Special Resolution of the Shareholders of the Company followed by a Special Resolution of the shareholders of Overberg Agri Bedrywe;

14.2.2.6 Francois Joubert will continue to be the managing director.

14.3 Name change

14.3.1 The Company is excited about the prospects, subsequent to the Proposed Transaction, of being a leading national agri- and food group with an attractive portfolio and strong management team.

14.3.2 The Company is however cognisant of the limitations that the regional connotation of the current name of the Company, being Overberg Agri, places on the Company in terms of executing its strategy of being a leading national agri- and food group.

14.3.3 The Company proposes, as part of the Proposed Transaction (and by way of a Special Resolution to be passed by Shareholders, namely Special Resolution 12), to change the name of the Company to “Acorn Agri and Food” in order to:

14.3.3.1 align the corporate identity of the Company with its national focus and strategy;

14.3.3.2 be more representative of the business focus and investment portfolio of the Company subsequent to the Proposed Transaction; and

14.3.3.3 leverage the reputable national Acorn brand within the agri- and food sector and investment community.

14.3.4 The Company also proposes to change the name of Overberg Agri Bedrywe to “Overberg Agri” in order to:

14.3.4.1 reflect the regional agricultural nature of the business of Overberg Agri Bedrywe;

14.3.4.2 remove confusion regarding the Overberg Agri brand; and

14.3.4.3 leverage the strong regional brand of Overberg Agri in the agricultural sector.

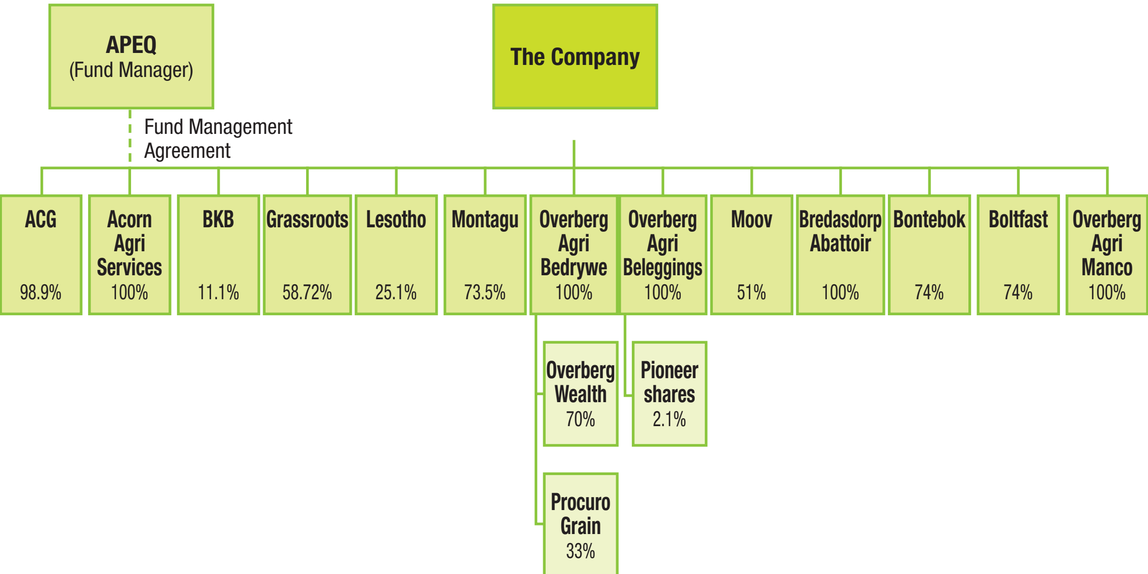
14.4 Black economic empowerment

14.4.1 African Rainbow Capital is a prominent, listed black-owned investment company that is managed by Johan van Zyl, ex-CEO of Sanlam, and Johan van der Merwe, ex-CEO of Sanlam Investment Management. African Rainbow Capital, through ARC Fund, is currently a shareholder of reference of Acorn Agri and after conclusion of the Proposed Transaction, will be a Shareholder of reference of the Company. A representative of ARC Fund will also be a member of the Company Board.

14.4.2 ARC Fund’s shareholding in the Company will also contribute to the Company’s empowerment credentials.

14.5 Effect

The Amalgamation Transaction will result in the Company being the owner of all the Sale Assets and responsible for the Acorn Agri Liabilities, whilst Acorn Agri will cease to operate. On completion of the Amalgamation Transaction and Distribution the Consolidated Group will be structured as follows:



Note: the acquisition, by the Company from Overberg Agri Bedrywe and Overberg Agri Beleggings, of the interests in Moov and ACG will be effected in terms of separate transactions (which do not form part of the Amalgamation).

14.6 Trading of Shares in the Company

Subsequent to the Closing Date, the Shares will continue to trade over the counter, however, it is envisaged that the Company will in due course, if market conditions are favourable, apply for a listing on the main board of the JSE.

14.7 Confirmation of sufficient Share capital

It is a Condition Precedent that the existing Ordinary Shares with a par value be converted into Ordinary Shares having no par value and that, subsequent to such Conversion, the authorised Shares be increased to 10,000,000,000 (10 billion) Ordinary Shares having no par value. The Company accordingly confirms that, at the Closing Date, it will have sufficient authorised but unissued Shares to issue the Consideration Shares to Acorn Agri.

14.8 Dissenting Shareholders

Shareholders are referred to Section N of this Circular, entitled "Dissenting Shareholders' Appraisal Rights", which sets out the rights of and procedures to be followed by Dissenting Shareholders.

H. THE EXIT OFFER

1 **INTRODUCTION**

The Company recognises that there may be Shareholders who wish to exit the Company.

2 **REASON AND KEY BENEFIT TO SHAREHOLDERS**

The Exit Offer is made to provide such Shareholders, subject to the limitation recorded in paragraph 6 hereunder, with the opportunity to Dispose of their Shares to the Company.

3 **MECHANISM**

3.1 **Exit Offer**

The Company hereby, subject to the Exit Offer Conditions Precedent, the limitation recorded in paragraph 6 hereunder and the terms and provisions recorded in this Section H of the Circular as well as in the Exit Offer Acceptance and Transfer Form, offers to repurchase and acquire the Shares of the Shareholders at the Exit Offer Price being R256 per Share.

3.2 **Period of the Exit Offer**

3.2.1 The Exit Offer is irrevocable and will open for acceptance from 10:00 on the Circular Date, and will close on the Exit Offer Closing Date (being 17:00 on the second Business Day after the date of the General Meeting).

3.2.2 The Company may, in its absolute and sole discretion, but subject to the provisions and requirements of the Companies Act and the Takeover Regulations, extend the Exit Offer Closing Date. Shareholders will be notified thereof, if applicable. If the Company so elects, the amended Exit Offer Closing Date will be published in "Die Burger" and "The Cape Times" newspapers.

3.3 **Manner of acceptance**

3.3.1 Shareholders who wish to accept the Exit Offer must complete the attached Exit Offer Acceptance and Transfer Form and send it to the Company. It is recorded that the Company holds the Documents of Title for Shareholders and that a Shareholder who accepts the Exit Offer is deemed to have delivered those Documents of Title to the Company and to authorise the Company to use its Documents of Title for purposes of the cancellation of the Shares sold by that Shareholder to the Company.

3.3.2 The duly completed and executed Exit Offer Acceptance and Transfer Form must be received by no later than:

3.3.2.1 **10:00 on Friday 9 March 2018**, together with the duly completed Form of Proxy attached to this Circular *(blue)*, if the Shareholder does not wish to attend and vote at the General Meeting; or

3.3.2.2 otherwise, the Exit Offer Closing Date;

in order for the Acceptance to be binding and resulting in a Repurchase Agreement between the Company and that Shareholder.

3.3.3 The duly completed Exit Offer Acceptance and Transfer Form *(blue)* and duly completed and signed Form of Proxy *(blue)*, if applicable, must be delivered by hand or sent by registered mail or sent by email to the Company for the attention of the Company Secretary (A Steyn) at the following address:

If delivered by hand	If sent by registered mail	If sent by email
Overberg Agri 11 Donkin Street, Caledon, 7230	Overberg Agri P.O. Box 50, Caledon, 7230	annmaries@overbergagri.co.za

3.3.4 If a Shareholder does not accept the Exit Offer, i.e. a duly completed Exit Offer Acceptance and Transfer Form is not received by the Company prior to or on the Exit Offer Closing Date, the Exit Offer will be deemed to have lapsed in respect of that Shareholder.

3.3.5 Acceptances of the Exit Offer that are sent through the post are sent at the risk of the Shareholders concerned. Accordingly, Shareholders should take note of the postal delivery times so as to ensure that Acceptances of the Exit Offer are received timeously. It is therefore recommended that such Acceptances be sent by registered post, or delivered by hand to the Company or sent by email to the Company Secretary.

3.3.6 For the avoidance of doubt, it is recorded that if the Exit Offer lapses because of the non-fulfilment of the Exit Offer Conditions Precedent set out in paragraph 5 below, then Documents of Title will not be delivered to the respective Shareholders, but the Company will continue to hold the Documents of Title on behalf of Shareholders, as is currently the case.

3.3.7 The Company reserves the right, in its absolute and sole discretion:

3.3.7.1 to treat as invalid Exit Offer Acceptance and Transfer Forms that have not been completed in accordance with the instructions set out therein;

3.3.7.2 to require proof of the authority of the person signing the Exit Offer Acceptance and Transfer Form, where such proof has not been lodged with, or recorded by, the Company Secretary; or

3.3.7.3 to condone the non-compliance by any Shareholder with any of the terms of the Exit Offer.

3.3.8 If an Exit Offer Acceptance and Transfer Form is treated as invalid due to non-compliance with the instructions contained therein, then the Shareholder who submitted that Exit Offer Acceptance and Transfer Form will be deemed to have declined the Exit Offer, unless that Shareholder re-submits to the Company on or before 17:00 on the Exit Offer Closing Date, a properly completed Exit Offer Acceptance and Transfer Form.

4 EFFECT

The receipt by the Company prior to the Exit Offer Closing Date of a proper Acceptance of the Exit Offer by a Shareholder will result in an agreement ("**Repurchase Agreement**") between the Company and that Shareholder, subject to the terms and the Exit Offer Conditions Precedent recorded in this Section H of the Circular.

5 EXIT OFFER CONDITIONS PRECEDENT

5.1 Every Repurchase Agreement will be subject to the fulfilment of the conditions precedent to this Exit Offer ("**Exit Offer Conditions Precedent**") which is that:

5.1.1 the Conditions Precedent (of the Amalgamation Agreement) are fulfilled or waived, as the case may be, on or before the date provided for the fulfilment thereof in the Amalgamation Agreement (being 30 April 2018, or such later date as may be agreed upon between the Company, Acorn Agri and APEQ); and

5.1.2 if the Exit offer is accepted by an Acceptee prior to the General Meeting, that the Acceptee who is party to the Repurchase Agreement has signed a Form of Proxy *(blue)* in terms whereof the Acceptee appoints the Chairman as its proxy, to vote in favour of all the Transaction Resolutions.

5.2 Accordingly, in the event that the Amalgamation Agreement lapses by reason of the non-fulfilment of the Conditions Precedent, then each and every Repurchase Agreement will also lapse by reason the non-fulfilment of the Exit Offer Conditions Precedent described in paragraph 5.1.1 above.

5.3 The Exit Offer Conditions Precedent described in paragraph 5.1 above are imposed for the benefit of the Company and may be waived by the Company at any time prior to the date recorded in paragraph 5.1 above. The date recorded in paragraph 5.1 above may also be extended by the Company.

5.4 If the Exit Offer Condition Precedent described in paragraph 5.1.2 above in respect of a Repurchase Agreement is not fulfilled, or waived, prior to commencement of the General Meeting, the Repurchase Agreement will lapse, the Company will not repurchase the Shares of the Acceptee in respect thereof and in which event that Acceptee will not have any claims for losses or damages or any other claims of any kind against the Company arising from the Exit Offer or the Acceptance thereof or the lapse of the Repurchase Agreement.

5.5 If the Exit Offer Condition Precedent described in paragraph 5.1.1 above is not fulfilled prior to or on the date contemplated in paragraph 5.1.1 above, the Repurchase Agreements will lapse, the Company will not repurchase the Shares of Acceptees and in which event no Acceptee will have any claims for losses or damages or any other claims of any kind against the Company arising from the Exit Offer or the Acceptance thereof or the lapse of the Repurchase Agreements.

6 MAXIMUM EXIT NUMBER

6.1 The Exit Offer is subject thereto that not more than the Maximum Exit Number (779,611 Shares, being 10% of the total number of Company Closing Date Shares) will be acquired by the Company in terms of the Exit Offer. Accordingly, and in the event that the number of Shares that Acceptees in aggregate wish to sell to the Company exceed the Maximum Exit Number, the aggregate number of Shares that the Company will acquire will reduce to the Maximum Exit Number and not exceed the Maximum Exit Number. Under such circumstances, the number of Shares in respect of which an Acceptee has accepted the Exit Offer will be reduced with the Surplus Percentage as defined and described below.

6.2 "**Surplus Percentage**" means a percentage calculated as follows:

$(A-M)/A \times 100$

Where:

A means the aggregate number of Shares in respect of which the Exit Offer was accepted by all Acceptees; and

M means the Maximum Exit Number.

6.3 The Company will under no circumstances become obliged to acquire more than the Maximum Exit Number of Shares.

6.4 For example, if the aggregate Shares that the Acceptees wish to sell to the Company amounts to 800,000 Shares, then the Surplus Percentage will amount to 2.55% and the Shares described in each Repurchase Agreement will be reduced by that percentage.

6.5 The effect of the application of paragraph 6 will therefore be that all Acceptees will be treated equally in that the number of Shares repurchased from each Acceptee will be reduced with the same percentage.

7 DELIVERY

The Shares acquired by the Company in terms of the Repurchase Agreements will be transferred and waived in favour of the Company with effect from the first Business Day after the Fulfilment Date (the date on which the last of the Conditions Precedent are fulfilled or waived, as the case may be) whereupon the Company will immediately record the cancellation of those Shares in the Securities Register of the Company.

8 PAYMENT

8.1 The Company will pay the Exit Offer Price per Share acquired in terms of a Repurchase Agreement to the Acceptee on the last Business Day prior to the Closing Date.

8.2 The Exit Offer Consideration due to Acceptees will be paid into the bank accounts of Acceptees (as provided by Acceptees to the Company) at their risk by way of EFT.

8.3 The Exit Offer Consideration shall be discharged, in full, in accordance with the terms of the Exit Offer without regard to any lien, right of set-off, counterclaim or other analogous right (but subject to paragraph 10 below) to which an Acceptee may otherwise be, or claim to be, entitled against the Company or any other Shareholder.

9 WARRANTIES BY ACCEPTEES

Each Acceptee by accepting the Exit Offer warrants to the Company that:

9.1 it (or, to the extent that the Acceptee is the nominee owner for the benefit of a beneficial owner ("**Beneficial Owner**"), it and the Beneficial Owner who also accepted the Exit Offer) is or are the legal and beneficial owner/s of, and solely entitled to, the Shares sold ("**Exit Offer Sale Shares**") by it/them in terms of the Repurchase Agreement that came into being on Acceptance by it/them of the Exit Offer and that it/they has or have the power and authority to Dispose of the Exit Offer Sale Shares;

9.2 no other Entity has any right of pre-emption in respect of the Exit Offer Sale Shares or any other right by virtue of which any person or Entity may be entitled to demand that one or more of the Exit Offer Sale Shares be sold or transferred to it;

9.3 none of the Exit Offer Sale Shares are Encumbered (but subject to paragraph 10 below);

9.4 the Exit Offer Sale Shares are freely transferable; and

9.5 the Repurchase Agreement constitutes a binding agreement between it/it and the Beneficial Owner and the Company; and each such Acceptee and Beneficial Owner (if applicable) by accepting the Exit Offer indemnify/ies and hold/s the Company harmless against any Losses that the Company may suffer as a result of its/their breach of the Repurchase Agreement (or any of the warranties contained herein).

10 SHARES SUBJECT TO SECURITY IN FAVOUR OF OVERBERG AGRI BEDRYWE OR ANY OTHER SUBSIDIARY OF THE COMPANY

10.1 To the extent that any of the Exit Offer Sale Shares are subject to an Encumbrance in favour of Overberg Agri Bedrywe or any other Subsidiary of the Company:

10.1.1 the Company will procure the release of those Exit Offer Sale Shares with effect from the first Business Day after the Fulfilment Date; and

10.1.2 the Exit Offer Consideration payable in respect thereof to the Acceptee will not be paid to the Acceptee, but will be paid to Overberg Agri Bedrywe or any other Subsidiary in favour of whom the Encumbrance operates. (Overberg Agri Bedrywe or such Subsidiary will repay any surplus amounts to the Acceptee)

10.2 Payment in the manner described in paragraph 10.1.2 above will amount to full and final compliance with the obligations of the Company to pay such Exit Offer Consideration.

11 SECTIONS 114 AND 115 OF THE COMPANIES ACT

11.1 The acquisition by the Company of Shares comprising of more than 5% of the issued Shares of the Company must, in terms of section 48(8)(b) of the Companies Act, comply with sections 114 and 115 of the Companies Act. Such an acquisition must be approved by:

11.1.1 a Company Board resolution in terms of section 48(2)(a) of the Companies Act; and

11.1.2 a Special Resolution ("**Exit Offer Resolution**") in terms of section 115 of the Companies Act.

11.2 The Company Board has approved the acquisition of the Shares in terms of the Exit Offer while the Notice includes a Special Resolution (Special Resolution 5) in terms of section 115 that will be put to Shareholders to approve the acquisition of the Shares in terms of the Exit Offer.

11.3 The Notice must also include the Independent Expert Report in terms of sections 114(2) and 114(3) of the Companies Act, which report is annexed hereto as part of **Annexure B**.

11.4 Furthermore, Shareholders are referred to the copy of section 115 annexed hereto as **Annexure G** which record the rights of Shareholders who voted against the Exit Offer Resolution.

12 DISSENTING SHAREHOLDERS

Shareholders are referred to Section N of this Circular, entitled "Dissenting Shareholders' Appraisal Rights", which sets out the rights of and procedures to be followed by Dissenting Shareholders.

13 GENERAL

Acceptees will not be able to trade their Shares from the date on which they accept the Exit Offer (by delivering to the Company an Exit Offer Acceptance and Transfer Form) until the date upon which the Exit Offer lapses or is terminated.

I. CONVERSION

1 It is required that the Company issue a substantial number of Shares to implement the Amalgamation and the Split.

2 The Company has authorised 10,000,000 (10 million) Ordinary Shares with a par value of 15 cents.

3 Regulation 31(5) of the Companies Regulations provides that the number of the authorised Ordinary Shares with a par value may not be increased. The only manner in which to increase the authorised Ordinary Shares of the Company is to first convert those Ordinary Shares into Ordinary Shares having no par value.

4 The Company Board accordingly, in terms of Regulations 31(5) and 31(6) of the Companies Regulations, proposes that the existing authorised and issued Ordinary Shares with a par value be converted into Ordinary Shares having no par value. The Conversion will be affected by way of the adoption, in terms of Regulation 31(6), of a Special Resolution that will amend the Existing MOI of the Company in a manner that will convert the Ordinary Shares with a par value into Ordinary Shares having no par value.

5 The Notice includes a Special Resolution of the kind referred to in paragraph 4 above (Special Resolution 1).

6 The effect of the adoption of the Special Resolution to approve the Conversion (and the Filing of the Special Resolution with the CIPC) will be that the Ordinary Shares with a par value will be converted into Ordinary Shares having no par value.

7 Regulation 31(7) of the Companies Regulations further requires that when the Company converts its Shares into Shares having no par value, the Company Board shall prepare a report in respect of the Conversion which, *inter alia*, evaluates whether there are any material adverse effects on the Shareholders of the Company. Regulation 31(8) of the Companies Regulations provides that such a report be published to the Shareholders. The report prepared by the Company Board is annexed to the Notice as Annexure A thereto.

8 The amendments to Schedule 1 to the Existing MOI are made to align the provisions of the MOI with the Conversion.

J. INCREASE IN AUTHORISED SHARES

1. Subject to the Conversion being approved, the Company Board proposes that the authorised Ordinary Shares having no par value be increased to 10,000,000,000 (10 billion) Ordinary Shares having no par value.
2. The increase in the authorised Shares is required to provide for the issue of the Consideration Shares and the Split.
3. The increase in the authorised Shares must be approved by way of the adoption of a Special Resolution.
4. The Notice includes a Special Resolution of the kind referred to in paragraph 3 above (Special Resolution 2).
5. The effect of the adoption of the Special Resolution to increase the authorised Shares (and the Filing of the Special Resolution with the CIPC) will be that the authorised Shares will be increased to 10,000,000,000 (10 billion) Ordinary Shares having no par value.

K. SHARE SPLIT

1 The Company Board has resolved to propose to Shareholders that on or as soon as possible after the Share Split Date, nine Shares ("**Split Shares**") be issued to each Shareholder, as capitalisation Shares in terms of section 47 of the Companies Act, in respect of every one Share held by that Shareholder without any additional consideration payable by a Shareholder for those Split Shares ("**Split Issue**").

2 The Split Issue must be approved by way of:

2.1 A Company Board resolution; and

2.2 by reason of the fact that the voting power that will attach to the number of Split Shares to be issued will exceed 30% of the voting rights of Shareholders immediately prior to the issue of the Split Shares, a Special Resolution in terms of section 41(3) of the Companies Act.

3 The Notice includes a Special Resolution of the kind referred to in paragraph 2.2 above (Special Resolution 11).

4 The reason for the Split Issue is to improve the liquidity of the Shares. The Split should result in each Split Share being worth one tenth of a Share before the issue of the Split Shares.

L. REPLACEMENT OF EXISTING MOI WITH NEW MOI

1 One of the Conditions Precedent of the Proposed Transaction is that the Existing MOI be replaced with the New MOI. The New MOI is annexed as Annexure B to the Notice.

2 The New MOI has been drafted to provide for the governance of the Company after the Amalgamation.

3 Shareholders are advised that the New MOI includes certain rights granted to ARC Fund:

3.1 ARC Fund acquired those rights when it subscribed for shares in Acorn Agri and those rights were included in the MOI of Acorn Agri;

3.2 one of the consequences of the rights granted to ARC Fund is that ARC Fund must approve the Amalgamation Transaction and the Distribution. ARC Fund has provided its consent subject to certain conditions, one of which is that similar rights as those in the MOI of Acorn Agri be afforded to it in the New MOI. Consequently, the New MOI includes a provision that the Company Board shall not authorise the Company to engage in, agree to, perform or undertake any of the Specially Protected Matters (as defined and described in schedule 2 of the New MOI), unless it has obtained the prior written consent of ARC Fund thereto;

3.3 a further limitation on the powers of the Company Board is that it will not be entitled to authorise or agree to the cancellation of any management agreement between APEQ (as the manager) and Acorn Agri Services (and which may include other parties), unless ARC Fund as well as the Shareholders, by way of a Special Resolution, approved the cancellation thereof;

3.4 the Company Board shall comprise of a minimum of seven and a maximum of 15 directors;

3.5 APEQ, as the manager, may appoint or nominate a maximum of three persons for election as directors of the Company Board;

3.6 ARC Fund may appoint or nominate a director to the Company Board once it holds at least 10% of the issued Shares;

3.7 the Company Board shall have the right to effect the direct appointment (or dismissal or replacement) of a maximum of two directors, who shall be independent, non-executive directors;

3.8 the remaining directors shall be elected;

3.9 for a minimum of 10 years after the Closing Date, at least two Agriculturists will serve as directors of the Company, which Agriculturists will also serve as directors of Overberg Agri Bedrywe;

3.10 with effect from the annual general meeting of the Company to be held in the year 2020, and at every annual general meeting thereafter, directors comprising one third of the aggregate number of directors on the Company Board (excluding the directors appointed or nominated by APEQ and ARC Fund) must retire from office;

3.11 with effect from the Closing Date the first chairperson of the Company Board will, if he is elected or appointed as a director, be Johan van der Merwe, and the vice-chairperson, will be Douw de Kock;

4 The replacement of the Existing MOI with the New MOI will take place by the adoption of a Special Resolution to that effect recorded in the Notice and by the filing of the Special Resolution and the New MOI with the CIPC.

5 The Notice includes a Special Resolution of the kind referred to in paragraph 4 above (Special Resolution 3).

M. GENERAL MEETING

1 The General Meeting will be held at Caledon Casino, 1 Nerina Street, Caledon, 7230 at 10:00 on **Friday, 9 March 2018** to consider and, if deemed fit, to pass with or without modification the Transaction Resolutions required to enable the Company to –

1.1 enter into and implement the Amalgamation Agreement;

1.2 approve the Scheme;

1.3 approve the Exit Offer;

1.4 convert the Ordinary Shares with a par value to Ordinary Shares having no par value;

1.5 increase the authorised Ordinary Shares having no par value to 10,000,000,000 (10 billion) Ordinary Shares having no par value;

1.6 adopt the New MOI;

1.7 authorise the Split Issue; and

1.8 approve other matters (if applicable),

as more fully set out in the Notice.

2 The Notice is enclosed with this Circular.

3 Shareholders are advised that, in accordance with section 115(3) of the Companies Act, the Company may in certain circumstances not proceed to implement the Scheme Resolution and/or the Exit Offer Resolution, despite the fact that it will have been adopted at the General Meeting. This may take place if –

3.1 the Company is obliged to approach the Court for approval in terms of section 115(3) of the Companies Act and the Court refuses such an application; or

3.2 the Court sets aside the Scheme Resolution or the Exit Offer Resolution in terms of section 115(7) of the Companies Act.

4 A copy of section 115 of the Companies Act pertaining to the required approval for the Scheme and the Exit Offer is set out in **Annexure G** to this Circular. Shareholders are in particular referred to section 115(3) of the Companies Act which sets out rights of Shareholders who wish to vote against the Scheme Resolution or Exit Offer Resolution.

5 Voting, attendance and representation at the General Meeting:

5.1 all Shareholders hold their Shares in certificated form. Accordingly, all Shareholders may attend the General Meeting in person and may vote on all resolutions put before the General Meeting;

5.2 Shareholders are also entitled to appoint proxies to represent them at the General Meeting. If any Shareholder wishes to appoint a proxy, it must complete the enclosed Form of Proxy in accordance with its instructions and should return it to the Company (email address: annmaries@overbergagri.co.za or physical address: 11 Donkin Street, Caledon, 7230 or postal address: P.O. Box 50, Caledon, 7230) before **10:00 on Friday, 9 March 2018**. Forms of Proxy may also be handed to the Chairman of the General Meeting.

N. DISSENTING SHAREHOLDERS' APPRAISAL RIGHTS

Shareholders are hereby advised of their Appraisal Rights in terms of section 164 of the Companies Act:

1 Should a Shareholder wish to exercise its Appraisal Rights in terms of section 164 of the Companies Act, it must, at any time before the Scheme Resolution and the Exit Offer Resolution are to be voted on at the General Meeting, give the Company a written notice objecting to the Scheme Resolution or the Exit Offer Resolution ("**Notice of Objection**").

2 Within 10 Business Days after the Company has adopted the Scheme Resolution and/or the Exit Offer Resolution, the Company is required to send a notice that the Scheme Resolution and/or the Exit Offer Resolution has been adopted to each Shareholder who gave the Company a Notice of Objection and has neither withdrawn the Notice of Objection nor voted in favour of the Scheme Resolution and/or Exit Offer Resolution.

3 A Dissenting Shareholder may demand in writing ("**Demand**") within 20 Business Days after receipt of the notice referred to in paragraph 2 or, if the Dissenting Shareholder did not receive the notice referred to in paragraph 2, within 20 Business Days after learning that the Scheme Resolution and/or Exit Offer Resolution was adopted, that the Company pay the Dissenting Shareholder the fair value for all the Shares held by that Dissenting Shareholder if:

3.1 the Dissenting Shareholder has sent the Company a Notice of Objection;

3.2 the Company has adopted the Scheme Resolution and/or Exit Offer Resolution;

3.3 the Dissenting Shareholder has voted against the Scheme Resolution and/or Exit Offer Resolution; and

3.4 the Dissenting Shareholder has complied with all of the procedural requirements of section 164 of the Companies Act.

4 The Demand sent by the Dissenting Shareholder to the Company must set out:

4.1 the Dissenting Shareholder's name and address;

4.2 the number of Shares in respect of which the Dissenting Shareholder seeks payment; and

4.3 a demand for payment of the fair value of those Shares. The fair value of the Share is determined as at the date on which, and the time immediately before, the Company adopted the Scheme Resolution and/or Exit Offer Resolution, as the case may be, that gave rise to the Dissenting Shareholder's rights under this section.

5 In terms of section 164(9) of the Companies Act, a Dissenting Shareholder who has sent a Demand has no further rights in respect of its Shares, other than to be paid their fair value, unless:

5.1 the Dissenting Shareholder withdraws that Demand before the Company makes an offer to that Dissenting Shareholder under section 164(11) of the Companies Act, or allows any offer made by the Company to lapse;

5.2 the Company fails to make an offer in accordance with section 164(11) of the Companies Act and the Dissenting Shareholder withdraws the Demand; or

5.3 the Company, by a subsequent resolution, revokes the adopted Scheme Resolution and Exit Offer Resolution that gave rise to the Dissenting Shareholder's rights under section 164.

6 In accordance with the Companies Act, a Dissenting Shareholder's rights in respect of its Shares are reinstated without interruption:

6.1 if any of the events contemplated in sections 164(9)(a) – (c) of the Companies Act occur (as listed in paragraph 5 above); or

6.2 pursuant to a final Court order.

7 Before exercising their rights under section 164 of the Companies Act, the Shareholders should have regard to the Independent Expert Report set out in **Annexure B** to this Circular, which reports concluded that the terms of the Scheme, the Exit Offer and the Amalgamation Transaction are fair and reasonable to the Shareholders and that the Court is empowered to grant a costs order in favour of, or against, a Dissenting Shareholder, as may be applicable.

8 Any Shareholder that is in any doubt as to what action to take must consult its Broker, banker, accountant, attorney or other professional advisor in this regard.

9 A copy of section 164 of the Companies Act (which sets out the Appraisal Rights) is included in **Annexure G** to this Circular.

O. GENERAL CIRCULAR REQUIREMENTS

1 **FINANCIAL INFORMATION IN RELATION TO THE COMPANY**

1.1 Summarised consolidated audited financial results of the Company for the three years ended 28 February 2015, 29 February 2016 and 28 February 2017 are set out in **Annexure D** to this Circular.

1.2 There have been no material variations in the accounting policies of the Company subsequent to its latest published financial results for the year ended 28 February 2017.

2 ***PRO FORMA* FINANCIAL EFFECTS OF THE PROPOSED TRANSACTION**

2.1 The consolidated *pro forma* effects on the Company after the Proposed Transaction, as set out in **Annexure E**, are the responsibility of the Company Board. The consolidated *pro forma* financial effects are presented in a manner consistent with the basis on which the historical financial information of the Company has been prepared and in terms of the Company's accounting policies.

2.2 The Independent Reporting Accountant's report on the consolidated *pro forma* financial effects are set out in **Annexure F**.

2.3 The consolidated *pro forma* financial effects have been presented for illustrative purposes only and, because of their nature, may not give a fair reflection of the Company's financial position, changes in equity and results of their operations after implementation of the Proposed Transaction.

2.4 The consolidated *pro forma* financial effects are summarised below and should be read in conjunction with the consolidated *pro forma* statement of financial position and *pro forma* statement of comprehensive income, as set out in **Annexure E**, together with the assumptions upon which the financial effects are based, as indicated in the notes thereto.

2.5 In order for a Shareholder to assess the financial impact of the Proposed Transaction compared to its current shareholding in the Company, the effect on (i) Earnings Per Share, (i) Headline Earnings Per Share (iii) NAV per Share have been illustrated below.

2.6 The *pro forma* financial information of the Consolidated Group has been prepared in accordance with IFRS and the Company's accounting policies.

2.7 The *pro forma* consolidated statement of financial position of the Consolidated Group has been prepared on the assumption that the Proposed Transaction was effected, using the consolidated financial position of the Company as at 28 February 2017 and the consolidated statement of financial position of Acorn Agri as at 30 June 2017, while the *pro forma* consolidated statement of comprehensive income has been prepared on the assumption that the Proposed Transaction was effected on 1 July 2016 for Acorn Agri and 1 March 2016 for the Company (i.e. the beginning of the 30 June 2017 financial year of Acorn Agri, and the beginning of the 28 February 2017 year of the Company).

2.8 Because of their nature, the *pro forma* financial effects may not give a fair presentation of the Company's financial position and performance after the Proposed Transaction has been implemented.

	Before the Proposed Transaction	**After the Proposed Transaction**	**Percentage change**
Earnings Per Share from Continuing Operations	R20.71	R12.65	(38.9%)
Headline Earnings Per Share from Continuing Operations	R19.40	R11.94	(38.4%)
Adjusted Headline Earnings Per Share from Continuing Operations	R19.40	R20.35[1]	4.9%
NAV per Share	R280.00	R275.33	(1.6%)
Net tangible asset value per Share	R261.00	R229.14[2]	(12.2%)
Number of Shares in issue	7,796,111	13,803,932	77.0%

Note 1:

- The primary reasons for the decrease in Earnings Per Share from Continuing Operations and Headline Earnings Per Share from Continuing Operations are:
  - Once-off costs relating to the Proposed Transaction;
  - Losses incurred by ACG;
  - Preference shares issued to Acorn Manco 2 at the Closing Date of which the dividends have not yet been received, or any positive future impact due to management's alignment with shareholders of Acorn Manco 2;

– The issue of Shares for the 11.1% investment in BKB of which the dividends received have been included as opposed to the profits (if it was an associate or Subsidiary);

- The Adjusted Headline Earnings Per Share from Continuing Operations was calculated by adjusting the Headline Earnings Per Share from Continuing Operations with the following:
  – Adding back the once-off costs relating to the Proposed Transaction;
  – Adding back the losses incurred by ACG and deducting the Shares issued in respect of the investment in ACG from the number of Shares in issue;
  – Including a provision for preference share dividends relating to Acorn Manco 2;
  – Adding back the dividends received relating to BKB and adding the earning per BKB share relating to the investment in BKB;

Note 2:

- The decrease is related primarily to the accounting treatment of the repurchase of the Repurchase Shares which results in a goodwill entry that is deducted for purposes of net tangible asset value per Share;

3 SHARE CAPITAL OF THE COMPANY

The authorised and issued Share capital of the Company at the Circular Date are:

Authorised Share capital 10,000,000 Shares
Issued share Capital 7,796,111 Shares

4 COMPANY DIRECTORS' SERVICE CONTRACTS, REMUNERATION AND MANAGEMENT OF THE CONSOLIDATED GROUP

4.1 There are no service contracts between the Company and the non-executive members of the Company Board. However, the Company has issued formal letters of appointment to its non-executive members of the Company Board. The remuneration of those non-executive members of the Company Board will not be affected by the Amalgamation.

4.2 The employment contracts with the executive members of the Company Board contain normal terms and conditions of employment and have not been entered into or amended during the period commencing six months prior to the Circular Date.

4.3 No service contracts with the executive members of the Company Board have been entered into or amended within the period commencing six months prior to the Circular Date.

4.4 Material particulars of service contracts with executive members of the Company Board as at the Circular Date were as follows:

Director's name	Position	Gross guaranteed remuneration (R)	Notice period (calendar months)	Leave (Business Days per 12 months)	Retirement age
AJ Uys	Group Managing Director	3,205,000	1	28	60
FGG Joubert	Operational Director	2,132,000	1	28	60
LE Coetzer	Financial Director	2,415,000	1	28	60

4.5 APEQ currently provides fund management services to the Acorn Agri Group in accordance with the Existing Acorn Agri Fund Management Agreement.

4.6 As part of the Proposed Transaction, the Existing Acorn Agri Fund Management Agreement will be amended in terms of the Amended Fund Management Agreement to be entered into between Acorn Agri, Acorn Agri Services, APEQ and the Company. (The conclusion of the Amended Fund Management Agreement is a Condition Precedent.)

4.7 Acorn Agri Services will after the Closing Date be 100% owned by the Company and will provide management services to the Consolidated Group, which comprise the management and monitoring of the Consolidated Group as well as investigating, structuring and implementing the acquisition and Disposal of investments on behalf of the Consolidated Group. APEQ has in terms of the Amended Fund Management Agreement undertaken to Acorn Agri Services that it will perform those fund management services to Acorn Agri Services, who in turn will provide the services to the Consolidated Group.

4.8 André and Louw will resign from the Company and be employed by APEQ together with the Existing APEQ Team (i.e. the employees of APEQ), who will provide the fund management services on behalf of APEQ. APEQ will be responsible for the remuneration of the Company Management Team and the Existing APEQ Team ("**the New Management Team**").

4.9 The salient terms of the Amended Fund Management Agreement are as follows:

4.9.1 APEQ will earn an annual management fee, from Acorn Agri Services, of 1% (excluding VAT) on the fund value of the Company;

4.9.2 the fund value of the Company is the NAV of the Company as determined by the manager (APEQ) on a quarterly basis, and verified by the Independent Auditor (as defined in the Amended Fund Management Agreement) during the annual review period, which determination will be made by (i) calculating the fair market value of the assets of the Company, using a valuation methodology that accords with the International Private Equity and Venture Capital Valuation (IPEV) guidelines and (ii) deducting the total liabilities of the Company, including accrued liabilities;

4.9.3 Company Board approval is required for transactions in excess of 1% of the NAV of the Company unless an approval framework is adopted by the Company Board that determines otherwise, which approval framework will be adopted annually;

4.9.4 the Amended Fund Management Agreement may by written notice given by the Company to APEQ within 30 days after every second anniversary date from the Closing Date, be terminated within 120 days after such written notice has been received by APEQ, provided that such termination has been approved by way of a Special Resolution of the Company;

4.9.5 the Amended Fund Management Agreement may, by written notice given by APEQ to the Company within 30 days after every second anniversary date from the Closing Date, be terminated within 120 days after such written notice has been received by the Company;

4.9.6 APEQ shall not appoint additional senior executives for the purposes of performing management services to the Company without approval of the remuneration committee of the Company.

4.10 The New Management Team will, as a long-term incentive, own an equity position in the Company of 7.5%, financed by the Company via preference shares, through two entities namely Acorn Manco and Acorn Manco 2.

4.11 The Existing APEQ Team owns 100% of the shares in Acorn Manco, which in turn owns 7.5% of Acorn Agri. The Existing APEQ Team will retain their shareholding in Acorn Manco. After the Proposed Transaction, Acorn Manco will own Shares in the Company.

4.12 After the Closing Date, both the Company Management Team and the APEQ Management Team will be allocated shares in Acorn Manco 2 and as a result own 100% of the shares in Acorn Manco 2.

4.13 The Company and Acorn Manco 2 will enter into the Acorn Manco 2 Subscription Agreement in terms whereof Acorn Manco 2 will acquire Shares in the Company in accordance with the Acorn Manco 2 Pref Formula. Acorn Manco 2 qualifies as one of the persons referred to in section 41(1) of the Companies Act. Given the fact that the issue of Shares to Acorn Manco 2 forms part of the issue of Shares in terms of the Amalgamation Agreement, the provisions of section 41(3) of the Companies Act probably also applies to such an issue. The Company Board has approved such an issue and has also proposed a Special Resolution (Special Resolution 9) to approve the issue of the Shares in terms of the Acorn Manco 2 Subscription Agreement. The adoption of that Special Resolution will approve such an issue and authorise the Company Board and the Company to implement the issue of Shares in terms thereof.

4.14 In order to fund the subscription amount that will be payable by Acorn Manco 2 in terms of the Acorn Manco 2 Subscription Agreement, the Company will enter into the Acorn Manco 2 Pref Agreement in terms whereof the Company agrees or will agree to subscribe for a number of preference shares in Acorn Manco 2 determined in accordance with the Acorn Manco 2 Pref Formula at a subscription price per preference share equal to the Consideration Share Value. (Consideration Share Value means the Company Closing Amount, as determined in terms of clause 6.4.1.2 of the Amalgamation Agreement, divided by the Company Closing Date Shares.)

4.15 For example, if the Company Closing Date Shares (A) equals 7,796,111 and the Scheme Shares (B) equals 1,997,270, then in accordance with the Acorn Manco 2 Pref Formula ((A) – (B) x (7.5/92.5)), 470,176 Shares will be issued to Acorn Manco 2 at the Consideration Share Value per Share. In turn, the Company will own 470,176 preference shares in Acorn Manco 2 at the Consideration Share Value per preference share.

4.16 The subscription for preference Shares by the Company constitutes financial assistance to Acorn Manco 2 within the meaning of sections 44 and 45 of the Companies Act. The Company Board has approved such financial assistance and proposes a Special Resolution (Special Resolution 10) to approve such financial assistance to Acorn Manco 2. The adoption of that Special Resolution will approve such financial assistance.

5 **INTERESTS OF COMPANY IN ACORN AGRI**

5.1 As at the Circular Date, the Company holds no Acorn Agri Shares.

5.2 The following members of the Company Board hold a direct or indirect beneficial interest in Acorn Agri:

Director's name	Nature of interest	Number of Acorn Agri Shares	% of issued Acorn Agri Share capital
P Malan	Indirect	73 062 160	6.43%
AC Neethling	Indirect	37 380 869	3.29%

5.3 No person has irrevocably committed himself in favour of the Company to vote in favour of any Transaction Resolution or to accept the Exit Offer.

5.4 There were no dealings by the Company or members of the Company Board in Acorn Agri Shares during the six months immediately preceding the Circular Date.

6 **INTERESTS OF COMPANY BOARD IN COMPANY**

6.1 The direct and indirect beneficial interests of the members of the Company Board in Shares as at the Circular Date are set out in the table below:

Director's name	Nature of interest	Number of Shares	% of issued Share capital
Robert Blom	Direct	7 000	0.09%
Louw	Direct	2 639	0.03%
Dirk Human	Direct	4 041	0.05%
Douw de Kock	Indirect	32 500	0.42%
Francois Joubert	Direct	2 850	0.04%
Richard Krige	Direct	8 070	0.10%
Tonie Linde	Indirect	19 830	0.25%
Pierre Malan	Indirect	180 919	2.32%
Carl Neethling	Indirect	89 478	1.15%
CA Smith	Indirect	44 300	0.57%
Michael van Breda	Indirect	16 556	0.21%
Jan Viljoen	Direct & indirect	2 176	0.03%
André	Direct	11 688	0.15%
Dirkie Uys	Direct & indirect	25 431	0.33%

6.2 The direct and indirect beneficial interests of the members of the Company Board, who have resigned by rotation over the last 18 months, in Shares as at the Circular Date are set out in the table below:

Director's name	Nature of interest	Number of Shares	% of issued stated capital
Jaco Rossouw	Direct & indirect	23 061	0.29%
Thys Roux	Direct & indirect	29 828	0.38%

6.3 There were no dealings by members of the Company Board in Shares during the six months immediately preceding the Circular Date.

7 **INTERESTS OF ACORN AGRI AND ACORN AGRI BOARD IN COMPANY**

7.1 Acorn Agri holds the Repurchase Shares, being 1,997,270 Shares (constituting 25.6 percent of the Ordinary Shares issued by the Company), in the Company on the Circular Date.

7.2 The Independent Board is not aware of any persons that acts in concert with Acorn Agri in respect of the Scheme or Exit Offer.

7.3 The Independent Board is not aware of any irrevocable commitment from any person received by Acorn Agri to vote in favour of any of the Transaction Resolutions.

7.4 The Independent Board is not aware of any option held by Acorn Agri to acquire additional Shares in the Company.

7.5 The Independent Board is aware that the following members of the Acorn Agri Board have a direct or indirect beneficial interest or Shares in the Company (the interests of all the directors described hereunder (other than that

of JB McGrath) are indirect holdings caused by their indirect holdings in the Repurchase Shares by virtue of their direct or indirect holdings in Acorn Agri):

Director's name	Nature of interest	Number of Shares	% of issued Share capital
JB McGrath	Indirect	6 000	0.07%
P Malan	Indirect	128 200	1.64%
AC Neethling	Indirect	65 591	0.84%
YJ Visser	Indirect	18	0.00%
JHP van der Merwe	Indirect	10 494	0.13%

7.6 There were no dealings by members of the Acorn Agri Board in Shares during the six months immediately preceding the Circular Date.

8 INTERESTS OF DIRECTORS OF ACORN AGRI IN ACORN AGRI

8.1 The Independent Board is aware that the following members of the Acorn Agri Board have direct or indirect beneficial holdings of Acorn Agri Shares:

Director's name	Nature of interest	Number of shares	% of issued stated capital
P Malan	Direct & indirect	73 062 160	6.43%
AC Neethling	Direct & indirect	37 380 869	3.29%
YJ Visser	Indirect	10 001	0.00%
JB McGrath	Indirect	6 708 459	0.59%
JHP van der Merwe	Direct & indirect	5 980 440	0.52%

8.2 The Independent Board is not aware of any person who before the Circular Date was irrevocably committed to Acorn Agri to vote in favour of the Transaction Resolutions.

8.3 The Independent Board is not aware of any dealings by the persons described in paragraph 8.1 in Acorn Agri Shares during the six months prior to the Circular Date.

9 MATERIAL AGREEMENTS

Other than the Transaction Agreements –

9.1 no agreement in respect of which unfulfilled obligations endures, exists between Acorn Agri (or any person acting in concert with it in relation to the Proposed Transaction) and the Company; and/or

9.2 the Independent Board is not aware of any agreement that exists between Acorn Agri and (i) any member of the Company Board or any person who was a director of the Company within the period commencing 12 months prior to the Circular Date or (ii) any Shareholders, or persons who were Shareholders within the preceding 12 months,

that is considered to be material to a decision by the Shareholders regarding the Proposed Transactions.

10 INTENDED ACTION OF COMPANY BOARD

All of the members of the Company Board with beneficial holdings in Shares intend to vote in favour of the Transaction Resolutions at the General Meeting and none of the members of the Company Board intends to accept the Exit Offer.

11 IRREVOCABLE UNDERTAKINGS

The Company did not receive any irrevocable commitments from any party to vote in favour of the Transaction Resolutions prior to the posting of this Circular.

12 INDEPENDENT EXPERT REPORT

12.1 The Company Board retained the Independent Expert to provide appropriate external advice in the form of a fair and reasonable opinion in relation to the Scheme, the Exit Offer and the Amalgamation to the Company Board and the Independent Board.

12.2 The Independent Expert Report prepared in accordance with sections 114(2) and 114(3) of the Companies Act and Regulation 90 of the Takeover Regulations are provided in Annexure B to this Circular.

12.3 Having considered the terms and conditions of the Scheme and the Exit Offer, and the Amalgamation and based upon and subject to the terms and conditions set out in the Independent Expert Report, the Independent Expert is of the opinion that:

12.3.1 the terms and conditions of the Scheme are fair and reasonable to Shareholders;

12.3.2 the terms and conditions of the Exit Offer are fair and reasonable to Shareholders; and

12.3.3 the terms and conditions of the Amalgamation are fair and reasonable to Shareholders.

13 OPINION OF THE INDEPENDENT BOARD

13.1 It is to be noted that although the Independent Board is not obliged in terms of the Takeover Regulations to provide an opinion in respect of the terms and conditions of the Amalgamation, the Independent Board has nevertheless and for the benefit of Shareholders resolved to also provide an opinion in respect of the whole of the Amalgamation and not only in respect of the Scheme and the Exit Offer.

13.2 The Independent Board, after due consideration of the Independent Expert Report, has determined that it will place reliance on the valuation performed by the Independent Expert for the purposes of reaching its own opinion regarding the:

13.2.1 Scheme and the issue of the Scheme Shares as consideration for the Repurchase Shares;

13.2.2 Exit Offer and in particular the Exit Offer Price per Share acquired in terms of the Exit Offer; and

13.2.3 Amalgamation and in particular the issue of the Consideration Shares as consideration for the Sale Assets,

as contemplated in Regulation 110(3)(b) of the Takeover Regulations. The Independent Board has formed a view of the range of the fair value of the Shares, which accords with the valuation range contained in the Independent Expert Report.

13.3 In forming its opinion, the Independent Board considered the factors which are difficult to quantify or are unquantifiable (as contemplated in Regulation 110(6) of the Takeover Regulations) as identified in the Independent Expert Report.

13.4 The Independent Board, after taking into consideration the opinion of the Independent Expert, is unanimously of the opinion that the terms and conditions of the Scheme, the Amalgamation and the Exit Offer are fair and reasonable to Shareholders and, accordingly, recommends that Shareholders vote in favour of all the Transaction Resolutions put to Shareholders at the General Meeting.

14 INDEPENDENT BOARD RESPONSIBILITY STATEMENT

Each member of the Independent Board, insofar as any information in this Circular relates to the Company or to the matters on which it is required to opine, accepts responsibility for the information contained in this Circular, and certifies that, to the best of its knowledge and belief, the information contained in this Circular is true and this Circular has not omitted anything that is likely to affect the importance of the information contained herein. No member of the Independent Board is excluded from this statement.

15 DOCUMENTS AVAILABLE FOR INSPECTION

The following documents, or copies thereof, are available for inspection at the registered office of the Company, from the Circular Date up to the Closing Date:

15.1.1 the Amalgamation Agreement;

15.1.2 the consolidated audited annual financial statements of the Company for the financial years ended 28 February 2015, 29 February 2016 and 28 February 2017;

15.1.3 the consent letter by the Independent Reporting Accountant;

15.1.4 a copy of the Existing MOI;

15.1.5 a signed copy of this Circular;

15.1.6 the signed Reports by the Independent Expert in respect of the Scheme, the Exit Offer and the Amalgamation; and

15.1.7 a signed copy of the letter from the Panel indicating its approval of this Circular.

SIGNED ON BEHALF OF THE INDEPENDENT BOARD

Michael van Breda
Authorised signatory on behalf of the Independent Board

ANNEXURE A: EXTRACTS FROM THE AMALGAMATION AGREEMENT

In this **Annexure A**, any reference to "Annexure" or "clause" refers to the annexures and clauses in the Amalgamation Agreement. The following extracts of the Amalgamation Agreement are included in this Annexure:

1	Clause 1	Definitions clause
2	Clause 3	The clause recording the Conditions Precedent that the Amalgamation Agreement is subject to
3	Clause 6.4	Calculation of Consideration Shares
4	Clause 16	Warranties for the benefit of Acorn Agri Successor Shareholders
5	Clause 17	Warranties for the benefit of Company Successor Shareholders
6		(**Annexure K** to the Amalgamation Agreement (as referred to in clauses 16 and 17))
7	Clause 21	Grassroots Transaction

Clause 1 Definitions clause

1 INTERPRETATION

In this Agreement, clause headings are for convenience only and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention:

1.1 an expression which denotes –

1.1.1 any gender includes the other genders;

1.1.2 a natural person includes an artificial or juristic person and *vice versa*; and

1.1.3 the singular includes the plural and *vice versa*.

1.2 the following expressions shall bear the meanings assigned to them below and cognate expressions bear corresponding meanings –

1.2.1 "**AA**" means Acorn Agri Proprietary Limited, registration number 2012/207432/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.2 "**AA ACG Claims**" means all claims of whatsoever nature that AA has or may have against one or all of the ACG Debtors pursuant to the ACG Purchase Contracts, whether contingent or non-contingent and whether or not action has been instituted or a claim made against one or all of the ACG Debtors in respect thereof on the Signature Date;

1.2.3 "**AA Agreed Contracts**" means:

1.2.3.1 the agreements listed in **Annexure A2** hereto; and

1.2.3.2 any contracts for the issue of any AA Shares or any AA Entity Shares, as the case may be, or for the acquisition of assets transferred to AA or an AA Entity in exchange for the issue of AA Shares or AA Entity Shares, as the case may be, with a financial implication of less than R50,000,000;

1.2.3.3 any other contracts concluded by AA with a financial implication of less than R50,000,000;

1.2.3.4 any other contracts concluded by any AA Entity in the ordinary course of business;

1.2.4 "**AA Board**" means the board of directors of AA;

1.2.5 "**AA Closing Date Accounts**" means the management accounts of AA prepared for the period 1 August 2017 up to the Calculation Date and which will amongst others and if applicable, include a provision for income Tax payable by AA up to the Closing Date;

1.2.6 "**AA Disclosure Documents**" means, collectively, the AA Disclosure Schedule, AA Financial Statements 2017 and AA Management Accounts;

1.2.7 "**AA Disclosure Schedule**" means the disclosure schedule which is or will be annexed to this Agreement as **Annexure D**, which qualifies the AA Warranties;

1.2.8 "**AA Dispute Party**" bears the meaning described in clause 20.4;

1.2.9 "**AA Entities**" means all the companies in which AA holds any Share which are:

1.2.9.1 ACG;

1.2.9.2 AA Services;

1.2.9.3 BKB;

1.2.9.4 Grassroots;

1.2.9.5 Lesotho;

1.2.9.6 Montagu;

1.2.9.7 OA;

1.2.9.8 Acorn Manco; and

1.2.9.9 any company in which AA makes any investment during the Interim Period (provided, for the avoidance of doubt, that if such an investment is made in terms of an agreement other than one contemplated in the definition of Agreed Contracts, this will not derogate from the AA Warranties and the provisions of clause 16);

1.2.10 "**AA Financial Statements 2017**" means the audited annual financial statements of AA for the financial year that ended on 30 June 2017, annexed hereto as **Annexure G**;

1.2.11 "**AA General Meeting**" means the general meeting of AA Shareholders to be convened for purposes of adopting the resolutions that are required to enter into and implement this Agreement;

1.2.12 "**AA Liabilities**" means any and all Liabilities of AA as at the Closing Date, but excluding:

1.2.12.1 the Liabilities of AA to perform in terms of this Agreement;

1.2.12.2 all Liabilities that under Applicable Laws are not possible to delegate and assign to OA;

1.2.13 "**AA Liquidation Agreement**" means an agreement between OA and AA Shareholders collectively holding at least 75% of the AA Shares, in terms of which they will be obliged to take steps towards the liquidation and deregistration of AA and other ancillary matters in accordance with section 44 of the Income Tax Act; and which agreement must include provisions that (i) the AA Shareholders that are party to the agreement undertake to pass a Special Resolution placing AA in liquidation when required to do so by OA; and (ii) the Net AA ACG Claims Proceeds will be paid by AA to ACG on behalf of OA as the subscription price in terms of a subscription agreement to be concluded between OA and ACG;

1.2.14 "**AA Management Accounts**" means the balance sheets and income statements of or in respect of AA and of the AA Entities (excluding BKB, OA and Acorn Manco) as at 31 July 2017 annexed hereto as **Annexure I**;

1.2.15 "**AA Manager Warranties**" means the warranties given by APEQ to OA in terms of this Agreement and also set out in **Annexure C** to this Agreement;

1.2.16 "**AA Services**" means Acorn Agri Services Limited, registration number 2002/022151/06, a limited liability public company duly incorporated in accordance with the laws of the RSA;

1.2.17 "**AA Shares**" means ordinary Shares issued by AA;

1.2.18 "**AA Shareholders**" means all the shareholders of AA as reflected in the Securities Register of AA immediately before the commencement of the Closing Date Meeting (as defined in clause 9.1 hereunder);

1.2.19 "**AA Shareholder's Percentage**" means in respect of an AA Shareholder, the percentage of the issued AA Shares held by that AA Shareholder immediately before the commencement of the Closing Date Meeting (as defined in clause 9.1 hereunder);

1.2.20 "**AA Successor Shareholders**" means at any point in time:

1.2.20.1 those of the AA Shareholders that each still hold all or a portion of the Consideration Shares acquired by them in terms of the Consideration Shares Distribution or the Post-Closing Consideration Shares Distribution, but only in respect thereof; and

1.2.20.2 those current OA Shareholders that are successors in title of and owners of all of or portions of the Consideration Shares, but only in respect thereof;

1.2.21 "**AA Warranties**" means the warranties for the benefit of OA and the OA Successor Shareholders in terms of this Agreement and also set out in **Annexure B** to this Agreement;

1.2.22 "**ACG**" means ACG Fruit Proprietary Limited, registration number 2002/030609/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.23 "**ACG Debtors**" means SCPE, Afrifresh Holdings and Conradie;

1.2.24 "**ACG Purchase Contracts**" means (i) a Share purchase agreement entered into on or about 5 September 2016 between AA, Standard Chartered Private Equity (Mauritius) III Limited ("**SCPE**"), Afrifresh Holdings Proprietary Limited ("**Afrifresh Holdings**"), ACG and Christiaan Paul Conradie ("**Conradie**"), as amended from time to time;

(ii) a Share purchase agreement entered into on or about 5 September 2016 between AA, Afrifresh Holdings and ACG, as amended from time to time; and (iii) an escrow agreement entered into between AA, ACG, SCPE and Werksmans Incorporated on or about 23 November 2016;

1.2.25 "**Acorn Manco**" means Acorn Manco Proprietary Limited, registration number 2012/219309/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.26 "**Acorn Manco 2**" means Acorn Manco 2 Proprietary Limited, registration number 2009/021687/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.27 "**Acorn Manco 2 Pref Agreement**" means the agreement entered into or to be entered into between Acorn Manco 2 and OA in terms whereof OA agrees or will agree to subscribe for a number of preference Shares in Acorn Manco 2 determined in accordance with the Acorn Manco 2 Pref Formula at a subscription price per preference Share equal to the Consideration Share Value;

1.2.28 "**Acorn Manco 2 Pref Formula**" means the following formula –

(A – B) x (7.5/92.5)

where A equals the OA Closing Date Shares and B equals the Scheme Shares;

1.2.29 "**Acorn Manco 2 Subscription Agreement**" means the subscription agreement in terms of which Acorn Manco 2 will subscribe for a number of OA Shares equal to the number of Ordinary Shares determined in accordance with the Acorn Manco 2 Pref Formula at a subscription price per OA Share equal to the Consideration Share Value;

1.2.30 "**Additional Consideration Shares**" means the number of OA Shares, if any, issued to the AA Successor Shareholders in terms of clause 17;

1.2.31 "**Additional OA Shares**" means the number of OA Shares, if any, issued to the OA Successor Shareholders in terms of clause 16;

1.2.32 "**Agreement**" means this document together with all of its annexures, as amended from time to time;

1.2.33 "**Amalgamation Completion Date**" means the day on which the Post-Closing Consideration Shares Distribution takes place;

1.2.34 "**Amalgamation Transaction**" or "**Amalgamation**" means the transaction described in clause 6 hereunder and elsewhere in the Agreement;

1.2.35 "**Amended Fund Management Agreement**" means the Existing Acorn Agri Fund Management Agreement as amended in terms of an addendum thereto entered into or to be entered into between AA, AA Services, APEQ and OA in respect of the future management of all the subsidiaries of OA;

1.2.36 "**André**" means Andries Jakobus Uys, identity number 681008 5103 089;

1.2.37 "**APEQ**" means Acorn Private Equity Proprietary Limited, registration number 2009/017511/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.38 "**APEQH**" means Acorn Private Equity Holdings Proprietary Limited, registration number 2005/007001/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.39 "**Applicable Laws**" in relation to each AA or OA or APEQ, as the case may be, includes from time to time all statutes, subordinate legislation, common law, regulations, ordinances, by-laws, directives, codes of practice, circulars, guidance or practice notices, judgments, decisions, standards and similar provisions as amended, replaced, re-enacted, restated or reinterpreted:

1.2.39.1 which are prescribed, adopted, made, published or enforced by any Relevant Authority; and

1.2.39.2 compliance with which is (or was or will be, at the relevant time referred to in this Agreement) mandatory for that Party;

1.2.40 "**ARC Assignment and Amendment**" means the deed of cession and delegation entered into or to be entered into between AA, ARC Fund and OA in terms whereof the rights and obligations of AA in terms of the Existing ARC and AA Subscription Agreement will be ceded, assigned and transferred to OA and which may also provide for amendments to the Existing ARC and AA Subscription Agreement;

1.2.41 "**ARC Fund**" means The ARC Fund, an *en commandite* partnership established in South Africa;

1.2.42 "**Bedrywe Board**" means the board of directors of Overberg Agri Bedrywe;

1.2.43 "**BKB**" means BKB Limited, registration number 1998/012435/06, a limited liability public company duly incorporated in accordance with the laws of RSA;

1.2.44 "**Boltfast**" means Boltfast Proprietary Limited, registration number 2007/014081/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.45 "**Bontebok**" means Bontebok Limeworks Proprietary Limited, registration number 1947/025665/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.46 "**Bredasdorp Abattoir**" means Bredasdorp Slagpale Proprietary Limited, registration number 1966/011382/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.47 "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in the RSA;

1.2.48 "**Calculation Date**" means a date three Business Days after the Fulfilment Date (or such earlier or later date after the Fulfilment Date as agreed between the Parties in writing);

1.2.49 "**CGT**" means capital gains Tax in terms of the Eighth Schedule to the Income Tax Act;

1.2.50 "**CIPC**" means the Companies and Intellectual Property Commission;

1.2.51 "**Claims**" mean all claims (whether contingent or non-contingent, liquid or illiquid) for the payment of money and all other claims or rights of whatsoever nature and howsoever arising (whether on loan account or otherwise);

1.2.52 "**Closing Date**" means the first Business Day of the calendar month following the calendar month:

1.2.52.1 during which the Calculation Date occurs; or

1.2.52.2 during which the determination or settlement of the Consideration Shares occurs,

whichever is the latest, or any other date as agreed between the Parties in writing;

1.2.53 "**Closing Date Cash and Cash Equivalents**" means any and all cash on hand, cash in bank and petty cash of AA as at the Closing Date and specifically including all cash on hand, cash in bank and petty cash of AA as at the Signature Date and generated by AA for the period from such date up to and including the Closing Date less cash payments in the Ordinary Course of Business and less R2,000,000 or such other amount as may be agreed in writing between AA and OA on or after the Calculation Date;

1.2.54 "**Companies Act**" means the Companies Act No. 71 of 2008, as amended;

1.2.55 "**Companies Regulations**" means the Companies Regulations, 2011, issued in terms of the Companies Act;

1.2.56 "**Competition Act**" means the Competition Act No. 89 of 1998;

1.2.57 "**Competition Approval Date**" means the date on which the Condition Precedent in clause 3.1.3.1.1 is fulfilled;

1.2.58 "**Competition Authorities**" means the commission established pursuant to Chapter 4, Part A of the Competition Act or the tribunal established pursuant to Chapter 4, Part B of the Competition Act or the appeal court established pursuant to Chapter 4, Part C of the Competition Act, as the case may be;

1.2.59 "**Conditions Precedent**" means the conditions precedent set out in clause 3.1;

1.2.60 "**Consideration Shares**" means the number of OA Shares calculated in terms of clause 6.4 hereunder, i.e. excluding the Additional Consideration Shares;

1.2.61 "**Consideration Shares Distribution**" means the Distribution by AA of all the Consideration Shares, except the Post-Closing Consideration Shares, to the AA Shareholders as a Distribution in specie, which will for purposes hereof be completed when OA has issued the Consideration Shares, excluding the Post-Closing Consideration Shares, directly to the AA Shareholders in the manner envisaged by clause 6.2bis of the Amalgamation Agreement;

1.2.62 "**Consideration Share Value**" means the OA Closing Amount (as defined in clause 6.4.1.2 hereunder) divided by the OA Closing Date Shares;

1.2.63 "**Contracts**" means (i) the agreements entered into by AA as set out in **Annexure A1** to this Agreement (including, for the avoidance of doubt, any amendments thereto) and (ii) the AA Agreed Contracts; and all the rights and obligations of AA arising from the aforementioned, but excluding this Agreement;

1.2.64 "**Conversion**" means the conversion of the ordinary Shares with a par value of 15 cents each in the authorised and issued Share capital of OA to ordinary Shares having no par value;

1.2.65 "**Disclosed**" bears the meaning:

1.2.65.1 in respect of AA, set out in clause 16.9;

1.2.65.2 in respect of OA, set out in clause 17.7;

and "**Disclosed**" or "**Disclosure**" shall bear a corresponding meaning;

1.2.66 "**Dispose**" means sell, transfer, cede, make over, give, donate, exchange, dispose of, unbundle, Distribute or otherwise alienate or any agreement, obligation or arrangement to do any of the foregoing; and "**Disposal**" or "**Disposed**" will be construed accordingly;

1.2.67 "**Encumbrance**" includes any mortgage, charge, pledge, hypothecation, lien, assignment, title retention, option, right to acquire, right of pre-emption, right of set-off, counterclaim, trust arrangement or any other security, preferential right, equity or restriction, and any agreement to give or create any of the aforegoing and "**Encumbered**" shall have a corresponding meaning;

1.2.68 "**Entity/ies**" means any natural person, association, close corporation, company, limited liability company, other legal or juristic person, concern, enterprise, firm, joint venture, partnership, trust, undertaking, voluntary association or any similar entity;

1.2.69 "**Environmental Law**" means all Applicable Laws which relate to the environment, to the management of Hazardous Substances or to human health and safety, including the National Environmental Management Act No 107 of 1998, the National Environmental Management: Air Quality Act No 39 of 2004, the National Environmental Management: Biodiversity Act No 10 of 2004, the National Environmental Management: Waste Act No 59 of 2008, the National Water Act No 36 of 1998, the Environment Conservation Act No 73 of 1989, the Hazardous Substances Act No 15 of 1973, OHSA, the National Heritage Resources Act No 25 of 1999 and the National Building Regulations and Building Standards Act No 103 of 1977;

1.2.70 "**Existing AA Fund Management Agreement**" means the fund management agreement concluded between AA and APEQ dated 6 February 2014, amended on 15 June 2016, and assigned by AA to AA Services on 15 June 2016;

1.2.71 "**Existing ARC and AA Subscription Agreement**" means the subscription agreement entered into between African Rainbow Capital Proprietary Limited ("**ARC**") and AA on or about 3 April 2017 (including the addendum to the agreement dated 26 April 2017) and in terms whereof ARC subscribed for AA Shares in AA and which agreement (and addendum) was assigned by ARC to ARC Fund on or about 1 September 2017;

1.2.72 "**Existing OA MOI**" means the MOI of OA in existence on the Signature Date and adopted by the OA Shareholders on or about 28 June 2017;

1.2.73 "**Exit Offer**" means the transaction described in clause 15;

1.2.74 "**Exit Offer Price**" means R256 per OA Share;

1.2.75 "**Expert**" means an expert agreed upon or appointed in terms of clause 26;

1.2.76 "**Financial Services Board**" means the juristic person known as such, established in terms of section 2(1) of the Financial Services Board Act No. 97 of 1990 as amended;

1.2.77 "**Fulfilment Date**" means the date on which the last of the Conditions Precedent is/are fulfilled or waived, as the case may be;

1.2.78 "**Governmental Body**" means any country, any national body, any state, province, municipality, or subdivision of any of the foregoing, any governmental department, or any agency, court, entity, commission, board, ministry, bureau, locality or authority of any of the foregoing, or any quasi-governmental or private body exercising any regulatory, taxing, importing, exporting, or other governmental or quasi-governmental function;

1.2.79 "**Grassroots**" means Grassroots Group Holdings Proprietary Limited, registration number 2003/021692/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.80 "**Grassroots Bear Division**" means that part of the business of Grassroots comprising of the production and sales of Yoyo Rolls, Bear Paws, and Bear Claws;

1.2.81 "**Hazardous Substance**" means any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour) capable of causing harm, whether alone or in combination with any other substance, to any human or any other living organism supported by the environment, or capable of damaging the environment or public health or posing a threat to public safety or potentially causing a public nuisance including any pollutants and any hazardous, toxic, poisonous, radioactive, noxious, offensive, harmful, corrosive or dangerous substances and all substances regulated, or for which liability or responsibility is imposed, under the provisions of the Hazardous Substances Act No 15 of 1973, the National Road Traffic Act No 93 of 1996, OHSA, any regulation published pursuant thereto or any South African National Standard;

1.2.82 "**Income Tax Act**" means the Income Tax Act No. 58 of 1962;

1.2.83 "**Intellectual Property**" means all of AA's intellectual property on the Closing Date, of any nature or form whatever and wherever situated, including any copyright, name, trading styles, marks, logos, trademarks, brands, drawings, designs, pattern, registered design, patent, invention, discovery, process, formulas, know-how, computer

software, customer lists, domain names, confidential information, goodwill or any application in respect of the foregoing;

1.2.84 "**Interim Period**" means the period from the Signature Date to the Closing Date (both days inclusive);

1.2.85 "**Interim Period Assets**" means any Shares, Claims, rights or any other assets of any nature acquired by AA during the Interim Period;

1.2.86 "**Lesotho**" means Lesotho Milling Company Proprietary Limited, registration number 71/24, a limited liability private company duly incorporated in accordance with the laws of Lesotho;

1.2.87 "**Liability**" means any obligation or liability, whether actual, contingent, or otherwise and includes any liability as surety, co-principal debtor, guarantor, indemnifier or otherwise for the liabilities of any other Entity and further includes any liability in respect of deferred Tax;

1.2.88 "**Licence**" means any licence, permit, approval, consent, authorisation, order, licence application, and licence amendment application of or to a Governmental Body and all governmental or third party product registrations or approvals;

1.2.89 "**Losses**" means actual or contingent losses, Liabilities, damages, costs (including legal costs on the scale as between attorney and own client and any additional legal costs which are obliged to be paid or are reasonably incurred) and expenses of any nature whatsoever;

1.2.90 "**Louw**" means Louwrens Erasmus Coetzer, identity number 611215 5018 085;

1.2.91 "**Material Adverse Change**" means any circumstance, event or matter, or combination of circumstances, events or matters which has a material adverse effect on the affairs, business, financial condition (including assets, Liabilities, prospects, results of operations and revenues), operations or property of OA or AA or on one or more of the AA Entities or OA Entities and which result in at least a 10% reduction in the Agreed AA NAV or the Agreed OA NAV as recorded in clause 6 hereunder;

1.2.92 "**Maximum Exit Number**" means the maximum number of OA Shares that could be acquired by OA in terms of the Exit Offer, being 779,611 OA Shares representing 10% of the total number of OA Shares in issue;

1.2.93 "**MOI**" means a memorandum of incorporation in terms of the Companies Act;

1.2.94 "**Montagu**" means Montagu Dried Fruit & Nuts Proprietary Limited, registration number 2005/038076/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.95 "**Moov**" means Moov Fuel Proprietary Limited, registration number 2007/024515/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.96 "**N1 Meat Acquisition**" means the transaction as described in **Annexure A3** hereto;

1.2.97 "**NAV**" means net asset value;

1.2.98 "**Net AA ACG Claims Proceeds**" means the gross payments made by ACG Debtors to AA in settlement or partial settlement of the AA ACG Claims less the cost of recovery thereof incurred by AA;

1.2.99 "**New OA MOI**" means the new MOI of OA to be adopted by the OA Shareholders, the terms of which have in writing been approved by AA;

1.2.100 "**OA**" means Overberg Agri Limited, registration number 1998/001018/06, a limited liability public company duly incorporated in accordance with the laws of RSA;

1.2.101 "**OA Agreed Contracts**" means –

1.2.101.1 the N1 Meat Acquisition;

1.2.101.2 any contracts for the issue of any OA Shares or any OA Entity Shares, as the case may be, or for the acquisition of assets transferred to OA or an OA Entity in exchange for the issue of OA Shares or OA Entity Shares, as the case may be, with a financial implication of less than R50,000,000;

1.2.101.3 any other contracts concluded by OA with a financial implication of less than R50,000,000 (including, for the avoidance of doubt, agreements for the Encumbrance of the assets of OA); and

1.2.101.4 any other contracts concluded by any OA Entity in the ordinary course of business;

1.2.102 "**OA Board**" means the board of directors of OA;

1.2.103 "**OA Chairman**" means the chairman of the OA General Meeting;

1.2.104 "**OA Circular**" means the circular to the OA Shareholders that convenes the OA General Meeting;

1.2.105 "**OA Claims**" means all the claims (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever) of OA against any OA Entity or any other Entity;

1.2.106 "**OA Closing Date Accounts**" means the management accounts of OA prepared for the period 1 August 2017 up to the Calculation Date;

1.2.107 "**OA Closing Date Shares**" means the number of issued OA Shares immediately before the commencement of the Closing Date Meeting (as defined in clause 9.1 hereunder);

1.2.108 "**OA Disclosure Documents**" means, collectively, the OA Disclosure Schedule, OA Financial Statements 2017 and OA Management Accounts;

1.2.109 "**OA Disclosure Schedule**" means the disclosure schedule which is or will be annexed to this Agreement as **Annexure F**, which qualifies the OA Warranties;

1.2.110 "**OA Entities**" means all the companies in which OA holds any of the issued Shares on the Signature Date being:

1.2.110.1 Overberg Agri Bedrywe, with OA holding 79,238,112 of its issued ordinary Shares, being 100% of such issued ordinary Shares. Overberg Agri Bedrywe holds the following investments in:

1.2.110.1.1 Moov, with Overberg Agri Bedrywe holding 486 of its issued ordinary Shares, being 51% of such issued ordinary Shares;

1.2.110.1.2 Procuro Grain, with Overberg Agri Bedrywe holding 33 of its issued ordinary Shares, being 33% of such issued ordinary Shares;

1.2.110.1.3 Overberg Wealth, with Overberg Agri Bedrywe holding 295,297,661 of its issued ordinary Shares, being 70% of such issued ordinary Shares;

1.2.110.2 Overberg Agri Beleggings, with OA holding 349,261 of its issued ordinary Shares, being 100% of such issued ordinary Shares. Overberg Agri Beleggings holds the following investments in:

1.2.110.2.1 Pioneer, with Overberg Agri Beleggings holding 5,000,000 of the issued ordinary Shares in Pioneer; and

1.2.110.2.2 ACG, with Overberg Agri Beleggings holding 1,521 of the issued ordinary Shares in ACG), being 25.16% of such issued ordinary Shares;

1.2.110.3 Bredasdorp Abattoir, with OA holding 638,500 of its issued ordinary Shares, being 100% of such issued ordinary Shares;

1.2.110.4 Bontebok with OA holding 20,000 of its issued ordinary Shares, being 74% of such issued ordinary Shares;

1.2.110.5 Boltfast, with OA holding 100 of its issued ordinary Shares, being 74.6% of such issued ordinary Shares;

1.2.110.6 OA Manco, with OA holding 100 of its issued ordinary Shares, being 100% of such issued ordinary Shares;

1.2.111 "**OA Financial Statements 2017**" means the audited annual consolidated financial statements of OA for the financial year that ended on 28 February 2017 annexed hereto as **Annexure H**;

1.2.112 "**OA General Meeting**" means the general meeting of the OA Shareholders, at which meeting, *inter alia*, the Transactions are to be voted upon;

1.2.113 "**OA General Meeting Date**" means the date of the OA General Meeting;

1.2.114 "**OA Management Accounts**" the balance sheets and income statements of or in respect of OA and each of the OA Entities (excluding Pioneer) as at 31 July 2017 annexed hereto as **Annexure J**;

1.2.115 "**OA Manco**" means Overberg Agri Management Services Proprietary Limited, registration number 2014/240631/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.116 "**OA Shares**" means before the Conversion, ordinary Shares with a par value of 15 cents each and after Conversion, ordinary Shares having no par value, in the issued Share capital of OA;

1.2.117 "**OA Shareholders**" means the ordinary Shareholders of OA;

1.2.118 "**OA Successor Shareholders**" means at any point in time:

1.2.118.1 those of the OA Shareholders that each still hold all or a portion of the OA Shares registered in their names in the Securities Register of OA immediately before the commencement of the Closing Date Meeting (as defined in clause 9.1 hereunder), but only in respect thereof; and

1.2.118.2 those current OA Shareholders that are successors in title of and owners of OA Closing Date Shares, but only in respect thereof;

1.2.119 "**OA Warranties**" means the warranties for the benefit of AA and the AA Successor Shareholders in terms of this Agreement and also set out in **Annexure E**;

1.2.120 "**Overberg Agri Bedrywe**" means Overberg Agri Bedrywe Proprietary Limited, registration number 1997/021082/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.121 "**Overberg Agri Beleggings**" means Overberg Agri Beleggings Proprietary Limited, registration number 1998/003837/07, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.122 "**Overberg Agri Finance**" means Overberg Agri Finance (RF) Limited, registration number 2014/203984/06, a limited liability public company duly incorporated in accordance with the laws of the RSA;

1.2.123 "**Overberg Wealth**" means Overberg Wealth and Risk Management Proprietary Limited, registration number 2015/364585/07, a limited liability private company duly incorporated in accordance with the laws of the RSA;

1.2.124 "**Panel**" means the Takeover Regulation Panel, established in terms of the Companies Act;

1.2.125 "**Parties**" means collectively AA, APEQ and OA, and a reference to "**Party**" shall be a reference to any of them as the context requires;

1.2.126 "**Pioneer**" means Pioneer Food Group Limited, registration number 1996/017676/06, a limited liability public company duly incorporated in accordance with the laws of the RSA;

1.2.127 "**Post-Closing Date Cash and Cash Equivalents**" means the cash on hand, cash in bank and petty cash (i) on the first day after the Closing Date; and (ii) received by AA after the Closing Date (less all costs incurred by AA after the Closing Date, in respect of the recovery of amounts owed to AA, the liquidation of AA and as otherwise agreed with OA);

1.2.128 "**Post-Closing Consideration Shares**" means 10,000 Consideration Shares which are issued as consideration for the Post-Closing Date Cash and Cash Equivalents;

1.2.129 "**Post-Closing Consideration Shares Distribution**" means the Distribution by AA of the Post-Closing Consideration Shares;

1.2.130 "**Prime**" means the variable interest rate quoted from time to time by The Standard Bank of South Africa Limited as its prime rate, calculated on a 365 day year, irrespective of whether the applicable year is a leap year and which shall be a nominal annual compounded monthly rate, as calculated and charged by that bank and as certified by any manager or director of that bank, whose appointment need not be proved and whose certificate shall, in the absence of manifest error, be, to the extent permissible in law, final and binding on the Parties;

1.2.131 "**Procuro Grain**" means Procuro Grain Proprietary Limited, registration number 1998/001018/06, a limited liability private company duly incorporated in accordance with the laws of RSA;

1.2.132 "**Rand**" or "**R**" means the lawful currency of the RSA;

1.2.133 "**Relevant Authority**" means any competent court or regulatory or other authority, or any local, provincial or national governmental authority, body or department or any inter-governmental or supra-national organisation or any self-regulatory authority, body or organisation;

1.2.134 "**RSA**" the Republic of South Africa;

1.2.135 "**Sale Assets**" means all the assets of AA on the Closing Date and thereafter, but prior to the Amalgamation Completion Date, including:

1.2.135.1 the Sale Shares;

1.2.135.2 the Sale Claims;

1.2.135.3 the Interim Period Assets;

1.2.135.4 the Closing Date Cash and Cash Equivalents;

1.2.135.5 the Contracts;

1.2.135.6 the Intellectual Property;

1.2.135.7 the Post-Closing Date Cash and Cash Equivalents; and

1.2.135.8 all goodwill of AA on the Closing Date;

1.2.136 "**Sale Claims**" means –

1.2.136.1 the Claim in the amount of R10,583,422.84 that AA has against Montagu on loan account; and

1.2.136.2 any and all other Claims that AA may have against any AA Entity or any other Entity as at the Closing Date, including, but not limited to, Claims for dividends or interest, VAT receivables and other trade receivables;

1.2.137 "**Sale Shares**" means all of the Shares held by AA in the AA Entities, including the following:

1.2.137.1 4,430 ordinary Shares issued by ACG (constituting 73.28% of the ordinary Shares issued by ACG);

1.2.137.2 120,000,000 preference Shares issued by ACG;

1.2.137.3 1,000 ordinary Shares issued by AA Services (constituting 100% of the ordinary Shares issued by AA Services);

1.2.137.4 10,361,297 ordinary Shares issued by BKB (constituting 11.1% of the ordinary Shares issued by BKB);

1.2.137.5 186,378 ordinary Shares issued by Grassroots (constituting 58.72% of the ordinary Shares issued by Grassroots);

1.2.137.6 62,750 ordinary Shares issued by Lesotho (constituting 25.1% of the ordinary Shares issued by Lesotho);

1.2.137.7 735 ordinary Shares issued by Montagu (constituting 73.5% of the ordinary Shares issued by Montagu);

1.2.137.8 10,000,000 preference Shares issued by Montagu;

1.2.137.9 106,532,116 preference Shares issued by Acorn Manco; and

1.2.137.10 1,997,270 OA Shares, (constituting 25.6% of the OA Shares) ("**Repurchase Shares**");

1.2.138 "**SARS**" means the South African Revenue Services;

1.2.139 "**Scheme Shares**" means a portion of the Consideration Shares comprising of 1,997,270 OA Shares;

1.2.140 "**Share Split Date**" means the first Business Day after the Consideration Shares Distribution has occurred and the Exit Offer has become unconditional and have been fully implemented (It is recorded for the avoidance of doubt that the purpose of this definition is not to reflect the completion of the Amalgamation or the Transaction recorded herein but merely to record the completion of a phase after which the planned split of OA Shares can take place);

1.2.141 "**Signature Date**" means when this Agreement has been signed by all Parties (whether or not in counterpart), the latest of the dates on which this Agreement (or each counterpart) was signed by each Party;

1.2.142 "**Tax**" means –

1.2.142.1 all forms of tax, levy, impost, contribution, duty, Liability and charge in the nature of taxation and all related withholdings or deductions of any nature (including, for the avoidance of doubt, employment-related contribution Liabilities, dividends withholding tax, income tax, CGT and VAT in the RSA and corresponding obligations elsewhere); and

1.2.142.2 all related fines, penalties, charges and interest, imposed or collected by a Tax Authority;

(and "**Taxes**" and "**Taxation**" shall be construed accordingly);

1.2.143 "**Tax Authority**" means a taxing or other governmental (local or central), state or municipal authority (whether within or outside of the RSA) competent to impose a Liability for or to collect tax, including SARS;

1.2.144 "**Transactions**" means, collectively, the Amalgamation Transaction, the Consideration Shares Distribution and the Post-Closing Consideration Shares Distribution;

1.2.145 "**Transaction Agreements**" means –

1.2.145.1 this Agreement;

1.2.145.2 the Amended Fund Management Agreement;

1.2.145.3 the ARC Assignment and Amendment;

1.2.145.4 the Acorn Manco 2 Pref Agreement;

1.2.145.5 the Acorn Manco 2 Subscription Agreement; and

1.2.145.6 the AA Liquidation Agreement;

1.2.146 "**VAT**" means value-added tax as levied from time to time in terms of the VAT Act; and

1.2.147 "**VAT Act**" means the Value-Added Tax Act, No 89 of 1991;

1.3 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time;

1.4 unless the context clearly indicates a contrary intention, words and expressions which are not defined in this Agreement, but which are defined in the Companies Act shall bear the meanings therein assigned to them (it is

recorded that a number of those words and expressions defined in the Companies Act have been recorded in capital letters only to identify them as bearing the meanings assigned to them in the Companies Act);

1.5 references to a section, means, unless expressly referred to a different act, a section of the Companies Act;

1.6 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on a Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;

1.7 where any term is defined within a particular clause other than in this clause 1, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement;

1.8 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding the day on which the event triggering the calculation of the time period arises and including the last day of the prescribed period. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;

1.9 if the due date for performance of any obligation in terms of this Agreement is a day which is not a Business Day then (unless otherwise stipulated) the due date for performance of the relevant obligation shall be the immediately succeeding Business Day;

1.10 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be;

1.11 any term which refers to a South African legal concept or process (for example, without limiting the foregoing, winding-up or curatorship) shall be deemed to include a reference to the equivalent or analogous concept or process in any other jurisdiction in which this Agreement may apply or to the laws of which a Party may be or become subject;

1.12 the use of the word "including" followed by a specific example(s) shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example(s);

1.13 an action by a company will be in the "**Ordinary Course of Business**" or "**ordinary course of business**" of that company if such action:

1.13.1 is consistent with the company's past practices and historical behaviour;

1.13.2 is taken in the ordinary course of the normal day-to-day operations of its business; and

1.13.3 is taken in good faith in the best interests of the business of the company and/or the business conducted by the subsidiaries of the company,

and not taken for the purpose of evading or avoiding any covenant, restriction or undertaking in this Agreement; and

1.14 the terms of this Agreement having been negotiated and drafted for the benefit of all Parties, the rule of construction that a contract will be interpreted against the Party responsible for the drafting and/or preparation thereof (that is, the *contra proferentem rule*) will not apply.

CLAUSE 3: THE CLAUSE RECORDING THE CONDITIONS PRECEDENT THAT THE AMALGAMATION AGREEMENT IS SUBJECT TO

3 CONDITIONS PRECEDENT

3.1 This whole Agreement (other than the provisions of 1 this 3, 4, 22 to 25 (both inclusive) and 27 to 30 (both inclusive)) ("**Binding Provisions**") by which the Parties shall be bound with effect from the Signature Date) is subject to the fulfilment of the following Conditions Precedent by not later than 23h59 on 30 April 2018 (or such later date as the Parties may agree in writing) ("**Target Date**"):

3.1.1 <u>In respect of AA</u>

3.1.1.1 that the AA Board has adopted the following resolutions –

3.1.1.1.1 approving:

3.1.1.1.1.1 the entering into of the Transaction Agreements;

3.1.1.1.1.2 the Disposal and transfer of the Sale Assets to OA in accordance with sections 112 and 115;

3.1.1.1.1.3 the Consideration Shares Distribution and the Post-Closing Consideration Shares Distribution;

3.1.1.1.1.4 the terms of the New OA MOI;

3.1.1.1.1.5 the convening of a general meeting of the AA Shareholders to consider the special resolutions in 3.1.1.2;

3.1.1.1.2 confirming compliance with section 46 of the Companies Act in respect of the Consideration Shares Distribution; and the Post-Closing Consideration Shares Distribution (subject to compliance with the provision of section 46(3) of the Companies Act, if applicable);

3.1.1.2 that the AA Shareholders have adopted the following Special Resolutions:

3.1.1.2.1 approving the Disposal and transfer of the Sale Assets to OA in accordance with sections 112 and 115 in accordance with this Agreement;

3.1.1.2.2 approving the Consideration Shares Distribution and the Post-Closing Consideration Shares Distribution in accordance with sections 112 and 115;

3.1.1.3 that each of the Shareholders of the AA Entities (other than OA and AA), if required, waives, in writing, any and all of their rights of first refusal, pre-emptive rights, come along rights, tag along rights, and any other similar rights of any nature which they may have to acquire any of the Sale Shares (which Shares form part of the Sale Assets), and consent to the disposal and transfer by AA to OA of the relevant Sale Shares in terms of this Agreement;

3.1.1.4 that each of the Shareholders in Grassroots (other than AA) consents, if required, in writing, to the waiver of any and all of their rights of first refusal, pre-emptive rights, come along rights, tag along rights, and any other similar rights of any nature which it may acquire on the termination or amendment of the Existing AA Fund Management Agreement;

3.1.1.5 that Overberg Agri Beleggings waives any right of pre-emption that it may have in respect of the Repurchase Shares and consents to the Transactions;

3.1.1.6 that each of the boards of directors of an AA Entity (excluding the board of directors of BKB) has adopted a resolution:

3.1.1.6.1 approving the transfer of the Sale Shares issued by that AA Entity and Disposed of by AA, to OA; and

3.1.1.6.2 authorising the registration of transfer of such AA Entity's Shares to OA and the issue of a new Share certificate of such AA Entity's Shares to OA on the Closing Date;

3.1.1.7 *that ARC and ARC Fund have, in writing, approved the Amalgamation, the Consideration Shares Distribution, the Post-Closing Consideration Shares Distribution, Amended Fund Management Agreement and the New OA MOI;*

3.1.1.8 that, to the extent required, any Contracts with any of the AA Entities be amended as necessitated by the Transactions;

3.1.2 <u>In respect of OA</u>

3.1.2.1 that the OA Board has adopted the following resolutions –

3.1.2.1.1 approving the entering into of the Transaction Agreements;

3.1.2.1.2 approving the repurchase of the Repurchase Shares (which form part of the Sale Assets) in terms of sections 46 and 48(2) and determining that the Repurchase Shares constitute adequate consideration, in terms of section 40, for the issue of the Scheme Shares;

3.1.2.1.3 determining that the Sale Assets constitute adequate consideration, in terms of section 40, for the issue of the Consideration Shares and the assumption of the AA Liabilities;

3.1.2.1.4 approving the issue of the Scheme Shares in terms of section 41(3) directly to the AA Shareholders in their AA Shareholder's Percentages, entitled thereto in terms of a Distribution resolution adopted by the AA Board, in fulfilment of OA's obligations to issue those Scheme Shares and also in fulfilment of the obligations of AA to deliver those Scheme Shares to the AA Shareholders;

3.1.2.1.5 approving, in terms of section 41(3), the issue of both (i) the remainder of the Consideration Shares (excluding the Post-Closing Consideration Shares) directly to the AA Shareholders in their AA Shareholder's Percentages, entitled thereto in terms of a Distribution resolution adopted by the AA Board, in fulfilment of OA's obligations to issue those Consideration Shares and also in fulfilment of the obligations of AA to Distribute and deliver those Consideration Shares to the AA Shareholders, and (ii) the Post-Closing Consideration Shares to AA;

3.1.2.1.6 approving the Consideration Shares Distribution and the Post-Closing Consideration Shares Distribution and transfer of the Consideration Shares to the AA Shareholders;

3.1.2.1.7 approving of, and proposing (in terms of Regulation 31(6) of the Companies Regulations) that the OA Shareholders pass a Special Resolution to approve, the Conversion;

3.1.2.1.8 approving of the, and proposing that the OA Shareholders pass a Special Resolution to, increase (subject to the completion of the Conversion) the number of the authorised OA Ordinary Shares having no par value, to 10,000,000,000 ordinary Shares having no par value;

3.1.2.1.9 approving of, and proposing that the OA Shareholders pass a Special Resolution to approve, the substitution of the Existing OA MOI with the New OA MOI and that the notice of such resolution be filed with CIPC;

3.1.2.1.10 approving of, and proposing a Special Resolution in terms of section 41(3) of the Companies Act and/or section 47 of the Companies Act, that approves, an effective split of each OA Share by way of the issue of 9 fully paid up OA Shares to each OA Shareholder on or after the Share Split Date in respect of each 1 OA Share held on the Share Split Date, at no additional subscription consideration;

3.1.2.1.11 approving of, and proposing that a Special Resolution be adopted by OA Shareholders in terms of section 48(8) of the Companies Act that approves, the acquisition by OA of OA Shares in terms of the Exit Offer;

3.1.2.1.12 approving of, and proposing that a Special Resolution be adopted by OA Shareholders in terms of section 41(3) of the Companies Act that approves, the issue of the additional OA Shares in accordance with clauses 16, 17 and 21 hereunder;

3.1.2.1.13 approving of, and proposing that a Special Resolution be adopted by OA Shareholders approving, the change of the name of OA to Acorn Agri and Food Limited with effect from the Closing Date or as soon as possible thereafter;

3.1.2.1.14 that all the steps be taken to procure the change of the name of Overberg Agri Bedrywe to Overberg Agri Proprietary Limited with effect from the Closing Date or as soon as possible thereafter;

3.1.2.1.15 undertaking to exercise the votes attaching to the Shares held by OA in Overberg Agri Bedrywe in favour of a Special Resolution to be adopted by the Shareholders of Overberg Agri Bedrywe to amend the MOI of Overberg Agri Bedrywe in the manner agreed to by OA and AA, which amended MOI will *inter alia* contain a provision to the effect that after the Closing Date the MOI of Overberg Agri Bedrywe may only be amended by the passing of a Special Resolution of OA Shareholders;

3.1.2.1.16 approving, and proposing that a Special Resolution in terms of section 44 of the Companies Act be adopted by OA Shareholders approving, the subscription for the number of preference Shares in Acorn Manco 2 determined in accordance with the Acorn Manco 2 Pref Formula at a subscription price per preference Share equal to the Consideration Share Value;

3.1.2.1.17 approving, and proposing that a Special Resolution be passed by OA Shareholders in terms of section 41(1)(b) approving, the issue of the number of ordinary OA Shares to Acorn Manco 2 determined in accordance with the Acorn Manco 2 Pref Formula at a subscription price per OA Share equal to the Consideration Share Value;

3.1.2.2 that the OA Shareholders have adopted the following Special Resolutions:

3.1.2.2.1 approving the Conversion, and that the Notice of Amendment in respect thereof be filed with CIPC;

3.1.2.2.2 subject to the completion of the Conversion, approving the increase of OA's authorised Share capital to 10,000,000,000 no par value Shares;

3.1.2.2.3 approving the acquisition of the Repurchase Shares (which form part of the Sale Assets) in terms of sections 48(8) and sections 114 and 115;

3.1.2.2.4 approving the acquisition of the OA Shares in terms of the Exit Offer in terms of sections 48(8) and sections 114 and 115;

3.1.2.2.5 approving the issue of the Scheme Shares in terms of section 41(3) directly to the AA Shareholders in their AA Shareholder's Percentages, entitled thereto in terms of a Distribution resolution adopted by the AA Board, in fulfilment of OA's obligations to issue those Scheme Shares and also in fulfilment of the obligations of AA to Distribute and deliver those Scheme Shares to the AA Shareholders;

3.1.2.2.6 approving, in terms of section 41(3), the issue of both (i) the remainder of the Consideration Shares (excluding the Post-Closing Consideration Shares) directly to the AA Shareholders in their AA Shareholder's Percentages, entitled thereto in terms of a Distribution resolution adopted by the AA Board, in fulfilment of OA's obligations to issue those Consideration Shares and also in fulfilment of the obligations of AA to Distribute and deliver those Consideration Shares to the AA Shareholders and (ii) the Post-Closing Consideration Shares to AA;

3.1.2.2.7 approving the issue of the additional OA Shares in accordance with clauses 16, 17 and 21 hereunder;

3.1.2.2.8 substituting the Existing OA MOI with the New OA MOI and that the Notice of Amendment in respect thereof be filed with CIPC;

3.1.2.2.9 approving an effective split of each OA Share by way of the issue, on or as soon as possible after the Share Split Date, of 9 fully paid up OA Shares to each OA Shareholder on or after the Share Split Date in respect of each 1 OA Share held on the Share Split Date at no additional subscription consideration;

3.1.2.2.10 approving the change of the name of OA to Acorn Agri and Food Limited with effect from the Closing Date or as soon as possible thereafter;

3.1.2.3 that the OA Shareholders have adopted an Ordinary Resolution appointing the following persons as directors of OA with effect from the date of the Consideration Share Distribution:

3.1.2.3.1 Cobus Visser, being Ysbrand Jacobus Visser (identity number: 6702175025084);

3.1.2.3.2 Buckley McGrath, being James Buckley McGrath (identity number: 5804135102085);

3.1.2.3.3 Johan van der Merwe, being Johannes Hendrik Petrus van der Merwe (identity number: 650226 5034 081); and

3.1.2.3.4 1 nominated by AA by the Closing Date;"

3.1.2.4 that all the resolutions are adopted to constitute the following board of directors for Overberg Agri Bedrywe with effect from the date of the Consideration Share Distribution:

3.1.2.4.1 Douw de Kock, being Douw Gerbrand de Kock (identity number: 5307015092087);

3.1.2.4.2 Dirkie Uys, being Dirk Cornelis Hermanus Uys (identity number: 6602255033083);

3.1.2.4.3 André;

3.1.2.4.4 Francois Joubert, being Francois Gysbertus Gerhardus Joubert (identity number: 6903195052088);

3.1.2.4.5 Pierre;

3.1.2.4.6 Louw;

3.1.2.4.7 Cobus;

3.1.2.4.8 Michael van Breda, being Michael Rupert van Breda (identity number: 7306045232083);

3.1.2.4.9 Dirk Human, being Dirk Cornelis Human (identity number: 6805145009086);

3.1.2.4.10 Nelius Smith, being Cornelius Alewyn Smith (identity number: 6412055120084);

3.1.2.4.11 Robert Blom, being Raymond Robert Blom (identity number: 6810155105089);

3.1.2.4.12 Richard Krige, being Richard Peter Krige (identity number: 7105115035081);

3.1.2.4.13 Jan Viljoen, being Jan Christoffel Truter Viljoen (identity number: 7408155197088);

3.1.2.4.14 Tonie Linde, being Theunis Lodewyk Linde (identity number: 8708255188088);

3.1.3 Regulatory

3.1.3.1 the obtaining of all regulatory approvals required to give effect to the implementation of the Transaction Agreements, including but not limited to:

3.1.3.1.1 any and all approvals required by the Competition Act for the implementation of the Transactions and the Transaction Agreements shall have been granted by the Competition Authorities, either unconditionally or subject to such conditions which each of AA and OA (to the extent that any such conditions affect it) confirms in writing to the other (by not later than the Target Date) to be acceptable to it, it being agreed that such approval shall not be unreasonably withheld or delayed;

3.1.3.1.2 the approvals, in the form of compliance certificates issued to OA in terms of section 121 of the Companies Act, for the:

3.1.3.1.2.1 repurchase of the Repurchase Shares; and

3.1.3.1.2.2 the Exit Offer,

shall have been granted by the Panel to OA, either unconditionally or subject to such conditions as have been approved in writing by the Parties by the Target Date, it being agreed that such approval shall not be unreasonably withheld or delayed;

3.1.3.2 the exemption by the Panel of OA from making any mandatory offer by reason of the acquisition of any of the Sale Shares;

3.1.3.3 [revoked];

3.1.3.4 the exemption by the Panel of AA from compliance, to the extent applicable, from its obligations in terms of Part B and Part C of Chapter 5 of the Companies Act and the Takeover Regulations (under the Companies Regulations) in respect of the Disposal and transfer of the Shares held by AA in AA Services in terms of this Agreement, either

unconditionally or subject to such conditions as have been approved in writing by the Parties by that date, it being agreed that such approval shall not be unreasonably withheld or delayed;

3.1.3.5 the filing of the Notice of Amendment referred to in clause 3.1.2.2.1 with CIPC;

3.1.3.6 the filing of the Notice of Amendment referred to in clause 3.1.2.2.8 with CIPC;

3.1.3.7 that all the required approvals (if any) for the Amended Fund Management Agreement have been obtained;

3.1.4 General

3.1.4.1 that all of the current members of the OA Board other than:

3.1.4.1.1 Douw de Kock, being Douw Gerbrand de Kock (identity number: 5307015092087);

3.1.4.1.2 Dirkie Uys, being Dirk Cornelis Hermanus Uys (identity number: 6602255033083);

3.1.4.1.3 Nelius Smith, being Cornelius Alewyn Smith (identity number: 6412055120084);

3.1.4.1.4 André;

3.1.4.1.5 Carl Neethling, being André Carl Neethling (identity number: 7908305093087);

3.1.4.1.6 Pierre Malan (identity number: 6704245141081); and

3.1.4.1.7 Louw,

sign letters of resignation that will come into effect from the date of the Consideration Shares Distribution;

3.1.4.2 that all the members of the Bedrywe Board not elected in terms of 3.1.2.4 above, sign letters of resignation that will come into effect from the date of the Consideration Shares Distribution;

3.1.4.3 that each of the Parties to the Contracts (other than AA) have provided their written consent to the cession and delegation of the Contracts to OA in terms of this Agreement;

3.1.4.4 that each of the Shareholders of the OA Entities (other than OA), waives, in writing, any and all rights of any nature which they may have or acquire by reason of a change in control of OA or that may be brought about by reason of the Transactions and consents to any such change of control and the Transactions;

3.1.4.5 that either of or both of the Special Resolutions referred to in clauses 3.1.1.2.1 or 3.1.1.2.2 above were not opposed by AA Shareholders who hold 15% or more of all the Voting Rights in AA or in the case that one or both of those Special Resolutions have been opposed by AA Shareholders who hold more than 15% of such Voting Rights, that none of those AA Shareholders have within five Business Days after the adoption of those Special Resolutions required AA to seek court approval for the Disposal of the Sale Assets or the Consideration Shares Distribution or the Post-Closing Consideration Shares Distribution as provided for in section 115(3)(a) of the Companies Act or in the event that an AA Shareholder did request that AA require such court approval, that that court approval has been so acquired;

3.1.4.6 that no AA Shareholder has in terms of section 115(3)(b) of the Companies Act within 10 Business Days after the adoption of the Special Resolutions described in 3.1.1.2.1 or 3.1.1.2.2 above been granted leave by the court in terms of section 115(6) of the Companies Act to apply to a court for a review of the Disposal of the Sale Assets or the Consideration Shares Distribution and the Post-Closing Consideration Shares Distribution in accordance with section 115(7) or if such leave has been granted that the court has rejected such an application for review;

3.1.4.7 that either of or both of the Special Resolutions referred to in clauses 3.1.2.2.3 or 3.1.2.2.4 above were not opposed by OA Shareholders who hold 15% or more of all the Voting Rights in OA or in the case that one or both of those Special Resolutions has been opposed by OA Shareholders who hold more than 15% of such Voting Rights, that none of those OA Shareholders have within five Business Days after the adoption of those Special Resolutions required OA to seek court approval for the acquisition of the Repurchase Shares or the acquisition of the OA Shares in terms of the Exit Offer as provided for in section 115(3)(a) of the Companies Act or in the event that an OA Shareholder did request that OA require such court approval, that that court approval has been so acquired;

3.1.4.8 that no OA Shareholder has in terms of section 115(3)(b) of the Companies Act within 10 Business Days after the adoption of the Special Resolutions described in 3.1.2.2.3 or 3.1.2.2.4 above been granted leave by the court in terms of section 115(6) of the Companies Act to apply to a court for a review of the acquisition of the Repurchase Shares or the acquisition of the OA Shares in terms of the Exit Offer in accordance with section 115(7) or if such leave has been granted that the court has rejected such an application for review;

3.1.4.9 that AA Shareholders who in aggregate hold more than 5% of the issued AA Shares have not prior to the AA General Meeting in terms of section 164(3) of the Companies Act given notice to AA of its objection against the Special Resolutions described in 3.1.1.2.1 or 3.1.1.2.2 above;

3.1.4.10 that OA Shareholder/s who in aggregate hold more than 10% of the 7,796,111 OA Shares have not, prior to the OA General Meeting, in terms of section 164(3) of the Companies Act given notice to OA of their objection against the Special Resolutions described in 3.1.2.2.3 or 3.1.2.2.4 above;

3.1.4.11 that André and Louw resign as employees from OA and that (i) APEQ enters into service agreements; and (ii) OA enters into agreements regulating their existing pension funds and Share options in OA with André and Louw on mutually satisfactory terms;

3.1.4.12 that (i) the banks of OA and OA Entities; and (ii) Overberg Agri Finance, have, if required, in writing approved the Transactions and provided all necessary consents as may be required in terms of any facility agreements with such banks and Overberg Agri Finance;

3.1.4.13 that any other consents that may be required as a result of the change in the Shareholder structure of OA brought about by the Transactions including, but not limited to, Licences, approvals and contracts, have been obtained to the extent required;

3.1.4.14 that all of the Transaction Agreements have been entered into and signed by the parties thereto and that all the suspensive conditions that those Transaction Agreements have been subject to, except the suspensive condition that this Condition Precedent be fulfilled, have either been fulfilled or waived, as the case may be; and

3.1.4.15 to the extent required, that any and all rights of first refusal, pre-emptive rights, come along rights, tag along rights, and any other similar rights of any nature which any third party may have to or in respect of the Sale Assets or Consideration Shares are waived;

3.1.4.16 that the following persons are appointed as the directors of Acorn Manco 2:

3.1.4.16.1 André;

3.1.4.16.2 Louw;

3.1.4.16.3 Pierre; and

3.1.4.16.4 Carl;

3.1.4.17 that the Shareholders of Acorn Manco and every other company required to adopt a Special Resolution in terms of section 115(2)(b) of the Companies Act approving the Sale of the Sale Assets, have adopted such Special Resolutions;

3.1.4.18 that:

3.1.4.18.1 copies of all agreements between AA on the one hand and ARC and/or ARC Fund on the other hand have been delivered to OA; and

3.1.4.18.2 AA and OA have confirmed to each other in writing that each of them are reasonably satisfied that (i) the obligations of ARC and/or ARC Fund in terms of the agreements contemplated in clause 3.1.4.18.1 are capable of lawful transfer and assignment to OA; and (ii) such rights of ARC and/or ARC Fund in terms of the aforesaid agreement/s that are not acceptable to both OA and AA, have been waived by ARC and/or ARC Fund;

3.1.4.19 that OA, within 10 Business Days of the Signature Date, delivers its OA Disclosure Schedule to AA (who accepts same on its own behalf and on behalf of the AA Successor Shareholders) and that AA (on its own behalf and on behalf of the AA Successor Shareholders) within 10 Business Days of receipt thereof in writing accepts such OA Disclosure Schedule, where after the OA Disclosure Schedule will be annexed to this Agreement as **Annexure F**;

3.1.4.20 that AA within 10 Business Days of the Signature Date deliver its AA Disclosure Schedule to OA (who accepts same on its own behalf and on behalf of the OA Successor Shareholders) and that OA (on its own behalf and on behalf of the OA Successor Shareholders) within 10 Business Days of receipt thereof in writing accept such AA Disclosure Schedule whereafter the AA Disclosure Schedule will be annexed to this Agreement as **Annexure D**;

3.1.4.21 that all resolutions, other than the resolutions described above, necessary for the conclusion of the Transaction Agreements and the implementation thereof, have been adopted and that any consents required for the transfer of any of the Sale Assets, other than referred to in this clause 3.1 above or contemplated in this Agreement, have been obtained; and

3.1.4.22 that each of the Subsidiaries of OA sign a written release in terms whereof the Repurchase Shares are released from the cession in security in their favour recorded in article 10 of the Existing OA MOI;

3.1.5 by the date on which the last of the Conditions Precedent referred to above in this clause 3.1 is fulfilled or waived, as the case may be, no Material Adverse Change shall have occurred.

3.2 The Conditions Precedent that are regulatory in nature are required by Applicable Laws and may not be waived, however, the date of fulfilment of any such Condition Precedent may be extended by way of written agreement between the Parties.

3.3 Except for the Conditions Precedent described in clause 3.2 above, the remainder of the Conditions Precedent in clause 3.1 have been inserted for the benefit of AA and OA which may only be waived on mutual written agreement between AA and OA prior to the date provided for the fulfilment thereof.

3.4 Each of the Parties shall use its reasonable endeavours to procure the fulfilment of the Conditions Precedent as soon as reasonably possible after the Signature Date.

3.5 Should any of the Conditions Precedent not be fulfilled or waived by the Target Date, then this Agreement shall not automatically lapse and be of no further force and effect, but either AA or OA may on or after that Target Date, on written notice ("**the Notice**") to the other require that the Condition/s Precedent in question be fulfilled within 21 Business Days after the date of the Notice and, failing fulfilment of the Condition/s Precedent in question within the aforesaid 21 Business Day period, then this Agreement (save for the Binding Clauses) shall cease to be of any force and effect, to the extent that this Agreement may have been partially implemented, the Parties shall be restored to the *status quo ante* and no Party shall have any claim against any of the other Parties as a result of the non-fulfilment of the Condition/s Precedent, except for such Losses, if any, resulting from a breach of the provisions of clauses 3.4 or the other Binding Clauses.

3.6 The Parties agree to use such advisors as AA and OA may agree upon to act on behalf of them in preparing and submitting all submissions, applications and documents required to be furnished to the Relevant Authorities in order to obtain the fulfilment of any of the Conditions Precedent and for the purpose of the presentation, argument and prosecution of any such applications. In this regard, the Parties shall co-operate with each other and timeously provide the abovementioned advisors with all documents and information as those advisors may reasonably require.

3.7 The Parties also agree that on fulfilment or waiver of all the Conditions Precedent they will sign a document recording that the Agreement is not subject to the fulfilment of any Conditions Precedent anymore. The failure to sign such a document will have no bearing on the question whether or not the Conditions Precedent have been fulfilled or not and is merely a mechanism to record in writing the agreement of the Parties in respect thereof.

CLAUSE 6.4: CALCULATION OF CONSIDERATION SHARES

6.4 Consideration Shares

6.4.1 The calculation of the number of OA Shares to be issued by OA on the Closing Date as consideration for the Sale Assets will be performed in the following manner–

6.4.1.1 The AA Closing Amount in respect of AA will be calculated as follows:

6.4.1.1.1 the agreed NAV of AA on the Signature Date, being R1,930,196,150 ("**Agreed AA NAV**"); plus"

6.4.1.1.2 the AA Additional Capital; plus

6.4.1.1.3 AA Net Surplus (defined in clause 21.3.1 hereunder); less

6.4.1.1.4 the purchase price payable or paid by AA to AA Shareholders who exercised their rights to sell their AA Shares to AA in terms of section 164; less

6.4.1.1.5 the aggregate of the Adjusted AA Unexpected Liabilities; less

6.4.1.1.6 the aggregate of the Adjusted AA Entities Unexpected Liabilities; less

6.4.1.1.7 (the aggregate of the Adjusted OA Unexpected Liabilities plus the Adjusted OA Entities Unexpected Liabilities) multiplied by (the number of Scheme Shares divided by the OA Closing Date Shares); plus

6.4.1.1.8 (the Pioneer Adjustment) multiplied by (the number of Scheme Shares divided by the OA Closing Date Shares),

provided that the collective aggregate of the Adjusted AA Unexpected Liabilities and the Adjusted AA Entities Unexpected Liabilities must exceed the amount of R25,000,000 before the deductions in, 6.4.1.1.5 and 6.4.1.1.6 can be made (and in which case all of the deductions in 6.4.1.1.5 and 6.4.1.1.6, and not only the collective aggregate of the Adjusted AA Unexpected Liabilities and the Adjusted AA Entities Unexpected Liabilities in excess of R25,000,000, will be made),

("**the AA Closing Amount**").

6.4.1.2 The OA Closing Amount in respect of OA will be calculated as follows:

6.4.1.2.1 the agreed NAV of OA on the Signature Date, being R1,997,105,955 ("**Agreed OA NAV**"); plus

6.4.1.2.2 the OA Additional Capital; less

6.4.1.2.3 the purchase price payable or paid by OA to OA Shareholders who exercised their rights to sell their OA Shares to OA in terms of (i) the Exit Offer and (ii) section 164; plus

6.4.1.2.4 the Pioneer Adjustment; less

6.4.1.2.5 the aggregate of the Adjusted OA Unexpected Liabilities; less

6.4.1.2.6 the aggregate of the Adjusted OA Entities Unexpected Liabilities,

provided that the collective aggregate of the Adjusted OA Unexpected Liabilities and of the Adjusted OA Entities Unexpected Liabilities must exceed the amount of R25,000,000 before the deductions in 6.4.1.2.5 and 6.4.1.2.6 can be made (and in which case all of the deductions in 6.4.1.2.5 and 6.4.1.2.6, and not only the amounts in excess of R25,000,000, will be made),

("**the OA Closing Amount**").

6.4.2 For purposes of this clause 6.4 and elsewhere in this Agreement:

6.4.2.1 "**AA Percentage** " means in respect of an AA Entity the percentage of the ordinary Shares issued by the AA Entity held by AA on the Calculation Date (for example the AA Percentage of Lesotho is 25.1%);

6.4.2.2 "**OA Percentage** " means in respect of an OA Entity the percentage of the ordinary Shares issued by the OA Entity held by OA directly or indirectly on the Calculation Date (for example the OA Percentage of Boltfast is 74.6%);

6.4.2.3 "**Adjusted AA Unexpected Liability**" means an AA Unexpected Liability less any Tax benefit arising from that AA Unexpected Liability for AA;

6.4.2.4 "**Adjusted OA Unexpected Liability**" means an OA Unexpected Liability less any Tax benefit arising from that OA Unexpected Liability for OA;

6.4.2.5 "**Adjusted AA Entity Unexpected Liability**" means the AA Percentage of an amount calculated as follows: an AA Entity Unexpected Liability less any Tax benefit arising from that AA Entity Unexpected Liability for AA;

6.4.2.6 "**Adjusted OA Entity Unexpected Liability**" means the OA Percentage of an amount calculated as follows: OA Entity Unexpected Liability less any Tax benefit arising from that OA Unexpected Liability for OA;

6.4.2.7 "**AA Additional Capital**" means the face value of the subscription consideration paid for the issue of any AA Shares during the Liability Period or the market value agreed by AA of assets transferred to AA in exchange for the issue of AA Shares during the Liability Period;

6.4.2.8 "**OA Additional Capital**" means the face value of the subscription consideration paid for the issue for any OA Shares during the Liability Period or the market value agreed by OA of assets transferred to OA in exchange for the issue of OA Shares during the Liability Period;

6.4.2.9 "**AA Disclosed Liabilities**" means the Liabilities of AA described in the AA Disclosure Documents;

6.4.2.10 "**OA Disclosed Liabilities**" means the Liabilities of OA described in the OA Disclosure Documents;

6.4.2.11 "**AA Entity Disclosed Liabilities**" means the Liabilities of the AA Entities (other than BKB, OA and Acorn Manco) described on the AA Disclosure Schedule;

6.4.2.12 "**OA Entity Disclosed Liabilities**" means the Liabilities of the OA Entities (other than Pioneer) described on the OA Disclosure Schedule;

6.4.2.13 "**AA Unexpected Liabilities**" means all the Liabilities -

6.4.2.13.1 of AA that arose prior to the Liability Period and does not form part of the AA Disclosed Liabilities (for the avoidance of doubt to the extent that a Liability of AA is recorded in the AA Disclosure Documents, but the full extent thereof has not been recorded in the AA Disclosure Documents, it will be deemed that the portion thereof not so recorded on the AA Disclosure Documents is an AA Unexpected Liability) and that comes to the attention of the Parties prior to or on the Calculation Date; and

6.4.2.13.2 of AA that arose during the Liability Period and was not incurred by AA in the ordinary course of business during the Liability Period, was not Disclosed in the OA Disclosure Documents and that comes to the attention of the Parties prior to or on the Calculation Date;

6.4.2.14 "**AA Entity Unexpected Liabilities**" means all the Liabilities -

6.4.2.14.1 of an AA Entity (other than BKB, OA and Acorn Manco) that arose prior to the Liability Period and does not form part of the AA Entity Disclosed Liabilities (for the avoidance of doubt to the extent that such a Liability of an AA Entity is recorded in the AA Disclosure Documents, but the full extent thereof has not been recorded in the AA Disclosure Documents, it will be deemed that the portion thereof not so recorded on the AA Disclosure Documents is an AA Entity Unexpected Liability) and that comes to the attention of the Parties prior to or on the Calculation Date; and

6.4.2.14.2 of an AA Entity (other than BKB, OA and Acorn Manco) that arose during the Liability Period and was not incurred in the ordinary course of business during the Liability Period, was not Disclosed in the OA Disclosure Documents and that comes to the attention of the Parties prior to or on the Calculation Date;

6.4.2.15 "**OA Unexpected Liabilities**" means all the Liabilities -

6.4.2.15.1 of OA that arose prior to the Liability Period and does not form part of the OA Disclosed Liabilities (for the avoidance of doubt to the extent that a Liability of OA is recorded in the OA Disclosure Documents, but the full extent thereof has not been recorded in the OA Disclosure Documents, it will be deemed that the portion thereof not so recorded on the OA Disclosure Documents is an OA Unexpected Liability) and that comes to the attention of the Parties prior to or on the Calculation Date; or

6.4.2.15.2 of OA that arose during the Liability Period and was not incurred by OA in the ordinary course of business during the Liability Period, was not Disclosed in the OA Disclosure Documents and that comes to the attention of the Parties prior to or on the Calculation Date;

6.4.2.16 **OA Entity Unexpected Liabilities**" means all the Liabilities -

6.4.2.16.1 of an OA Entity (other than Pioneer) that arose prior to the Liability Period and does not form part of OA Entity Disclosed Liabilities (for the avoidance of doubt to the extent that a Liability of the OA Entity is recorded in the OA Disclosure Documents, but the full extent thereof has not been recorded in the OA Disclosure Documents, it will be deemed that the portion thereof not so recorded on the OA Disclosure Documents is an OA Entity Unexpected Liability) and that comes to the attention of the Parties prior to or on the Calculation Date; or

6.4.2.16.2 of an OA Entity (other than Pioneer) that arose during the Liability Period, was not Disclosed in the OA Disclosure Documents and was not incurred by the OA Entity in the ordinary course of business during the Liability Period and that comes to the attention of the Parties prior to or on the Calculation Date;

6.4.2.17 "**Pioneer Adjustment**" means the adjustment to be made to the OA Closing Amount and the AA Closing Amount respectively if the volume weighted average price (provided by the JSE) at which Pioneer Shares traded on the JSE during the 30 trading days immediately prior to the Calculation Date ("**Closing Date 30 day VWAP**") is above R133 per Share or below R110 per share.

The Pioneer Adjustment will be determined in accordance with the following formula –

If the Closing Date 30 day VWAP is more than R133 per Share -

(([A - B] – ([A – B] x 28% x 80%)) x C), where:

A means Closing Date 30 day VWAP; and

B means R133; and

C means the number of Pioneer Shares held by Overberg Agri Beleggings on the Calculation Date.

If the Closing Date 30 day VWAP is less than R110 per Share -

(([A - B] – ([A – B] x 28% x 80%)) x C), where:

A means Closing Date 30 day VWAP; and

B means R110; and

C means the number of Pioneer Shares held by Overberg Agri Beleggings on the Calculation Date.

6.4.2.17.1 To illustrate:

6.4.2.17.1.1 in the event that the Closing Date 30 day VWAP is R140 per Share, the OA Closing Amount will increase by R27,160,000 and the AA Closing Amount will increase by R6,958,066;

6.4.2.17.1.2 in the event that the Closing Date 30 day VWAP is R100 per Share, the OA Closing Amount will reduce by R38,800,000 and the AA Closing Amount will reduce by R9,940,094;

6.4.2.17.1.3 in the event that the Closing Date 30 day VWAP is R110 to R133 per Share, then no adjustment will be made to the OA Closing Amount and the AA Closing Amount;

6.4.2.18 "**Liability Period**" means the period that commences on 1 August 2017 and that terminates on the Calculation Date, both days included.

6.4.3 A Liability of the kind described in clause 6.4.2.13 and 6.4.2.14 will subject to 6.4.4 hereunder not form part of the AA Unexpected Liabilities or AA Entity Unexpected Liabilities, as the case may be, for the purposes of determining the AA Closing Amount and the Consideration Shares if, as at the Calculation Date, AA is of the view in its sole discretion that no such Liability exists ("**AA Disqualified Liability**"). In the event that AA agrees that the

AA Disqualified Liability was inadvertently not Disclosed and that the Liability exists, then such Liability will form part of the AA Unexpected Liabilities for the purposes of determining the AA Closing Amount. For the avoidance of doubt, the fact that AA is of the view that no such Liability exists, will not derogate from the AA Warranties and the provisions of clause 16.

6.4.4 If, however, before the Calculation Date, a court (or similar tribunal) in proceedings against AA or an AA Entity, as the case may be, by a third party holds AA or an AA Entity, as the case may be, finally liable for an AA Disqualified Liability or AA admits the existence of the AA Disqualified Liability, then such AA Disqualified Liability will be included in the calculation of the AA Closing Amount and the Consideration Shares.

6.4.5 A Liability of the kind described in clause 6.4.2.15 and 6.4.2.16 will, subject to clause 6.4.6, not form part of the OA Unexpected Liabilities or OA Entity Unexpected Liabilities, as the case may be, for the purposes of determining the OA Closing Amount and the Consideration Shares if, as at the Calculation Date, OA is of the view in its sole discretion that no such Liability exists ("**OA Disqualified Liability**"). In the event that OA agrees that the OA Disqualified Liability was inadvertently not Disclosed and that the Liability exists, then such Liability will form part of the OA Unexpected Liabilities for the purposes of determining the OA Closing Amount. For the avoidance of doubt, the fact that OA is of the view that no such Liability exists, will not derogate from the OA Warranties and the provisions of clause 17.

6.4.6 If, however, before the Calculation Date, a court (or similar tribunal) in proceedings against OA or an OA Entity, as the case may be, by a third party holds OA or an OA Entity, as the case may be, finally liable for an OA Disqualified Liability or OA admits the existence of the OA Disqualified Liability, then such OA Disqualified Liability will be included in the calculation of the OA Closing Amount and the Consideration Shares.

6.4.7 OA and AA will by no later than the Calculation Date calculate the Consideration Shares in the following manner –

6.4.7.1 they will determine the AA Closing Amount in the manner described above;

6.4.7.2 they will determine the OA Closing Amount in the manner described above;

6.4.7.3 thereafter the Consideration Shares will be determined in accordance with the following formula –

([A / B] x C), where:

A means the AA Closing Amount;

B means the OA Closing Amount; and

C means the OA Closing Date Shares.

6.4.7.4 To illustrate:

6.4.7.4.1 in the event that the AA Closing Amount and the OA Closing Amount respectively is equal to the Agreed AA NAV and Agreed OA NAV respectively, the number of Consideration Shares will be 7,534,915 OA Shares;

6.4.7.4.2 in the event that AA procures AA Additional Capital during the Liability Period in the amount of R200 million and OA incurs OA Unexpected Liabilities in the amount of R100 million during the Liability Period and those OA Unexpected Liabilities are acknowledged by OA prior to the Calculation Date the Consideration Shares will be equal to 8,648,710 OA Shares.

6.4.7.4.3 the foregoing examples being further demonstrated below:

Clause 6.4.7.4.1 Example:

A = AA Closing Amount	1,930,196,150
B = OA Closing Amount	1,997,105,955
C = OA Closing Date Shares	7,796,111
Consideration shares	7,534,915

Clause 6.4.7.4.2 Example:

	AA Additional Capital	OA Unexpected Liability	Result
A = AA Closing Amount	200,000,000	(25,618,799)	2,104,577,351
B = OA Closing Amount		(100,000,000)	1,897,105,955
C = OA Closing Date Shares			7,796,111
Consideration shares			8,648,710

6.4.8 AA and OA will take all the reasonable steps to calculate and agree the AA Closing Amount, OA Closing Amount and Consideration Shares prior to or on the Calculation Date. In the event that they fail to reach agreement, purely with regards to a calculation matter, within five days (or such longer date as they may agree upon in writing) of the Calculation Date, any one of AA or OA may refer the matter to the Expert for determination in terms of clause 26 hereunder.

6.4.9 In the event that a dispute in respect of the calculation of the AA Closing Amount or OA Closing Amount or the quantity of the Consideration Shares arises in respect of any matter other than a pure calculation, or should the Expert itself determine so, the dispute will be referred for arbitration. In the event of a disagreement between AA and OA as to whether the dispute is purely in respect of a calculation or not, then that dispute will also be referred to arbitration.

6.4.10 In the event that the determination of the AA Closing Amount and/or OA Closing Amount and/or Consideration Shares (as the case may be) is referred to the Expert or an arbitrator, as the case may be, the Closing Date will be deferred until after the Expert or an arbitrator, as the case may be, has delivered its determination.

CLAUSE 16: WARRANTIES FOR THE BENEFIT OF ACORN AGRI SUCCESSOR SHAREHOLDERS

16 AA AND AA MANAGER WARRANTIES

16.1 APEQ hereby gives the AA Manager Warranties to and in favour of OA.

16.2 AA Warranties

16.2.1 The Parties agree that OA and the OA Successor Shareholders will collectively enjoy the benefit of the AA Warranties and it will for purposes of the application of this clause 16 be deemed that the AA Warranties have been given by a fictitious warrantor ("**Deemed AA Warrantor**").

16.2.2 Accordingly no claims for Losses or any other claims of any nature against AA arising from the AA Warranties or the breach thereof will be enforceable against AA and/or the AA Shareholders except for the remedies of OA and the OA Successor Shareholders described in clause 16.2.3 hereunder.

16.2.3 The remedies of OA and the OA Successor Shareholders arising from the breach of an AA Warranty will be limited to the right and obligation of Overberg Agri Bedrywe or the OA Successor Shareholders to enforce the issue of additional OA Shares to OA Successor Shareholders in terms of this clause 16.

16.2.4 In the event of a breach of an AA Warranty it will be deemed that the OA Successor Shareholders collectively have a deemed claim for the Losses suffered by them by reason of the breach thereof ("**Deemed OA Claim**") against the Deemed AA Warrantor as if the OA Successor Shareholders at all times retained (even though some of them may after the Closing Date have Disposed of some of their OA Closing Date Shares or acquired OA Closing Date Shares) all the OA Closing Date Shares and as if they had an actual claim for such Losses against AA arising from the breach of actual warranties.

16.2.5 The general principle is that the Parties wish to remedy the calculations made in terms of clause 6.4 above, by retrospectively determining the actual AA Closing Amount on the Calculation Date as if the Parties on the Calculation Date were aware of all of the breaches of the AA Warranties that may come to their attention after the Calculation Date and then to recalculate the effect of such breaches on the AA Closing Amount. This will be done by determining the Deemed OA Claims, by deducting those Deemed OA Claims from the AA Closing Amount and by recalculating the proportions of the Consideration Shares and the OA Closing Date Shares on the Closing Date in terms of the AA Breach Formula (as defined in clause 16.3.1.10 hereunder).

16.2.6 For instance, if an AA Warranty consists of a warranty that:

16.2.6.1 on the Closing Date AA has no Liabilities in excess of R100,000,000 and after the Closing Date it appears that in breach of that warranty AA had Liabilities of R200,000,000, the Deemed OA Claim will be equal to R100,000,000 (leaving aside, for purposes of the illustration only, any Tax consequences). That Deemed OA Claim will be deducted from the AA Closing Amount and a number of OA Shares to be issued to OA Successor Shareholders will be determined in terms of the AA Breach Formula (defined and illustrated in clause 16.3.1.10 hereunder); or

16.2.6.2 the value of an AA Entity was determined as R100,000,000 based on a multiple of 10 times of annual earnings before interest and Tax ("**EBIT**") of R10,000,000 and after the Calculation Date it appears that EBIT only amounted to R5,000,000, then the Deemed OA Claim will be equal to R50,000,000 (leaving aside, for purposes of the illustration only, any Tax consequences). That Deemed OA Claim will be deducted from the AA Closing Amount and a number of OA Shares to be issued to OA Successor Shareholders will be determined in terms of the AA Breach Formula defined and illustrated in clause 16.3.1.10 hereunder).

16.3 <u>AA Warranties Process</u>

16.3.1 Determination of Deemed OA Claims

16.3.1.1 Any of (i) an OA employee or (ii) Overberg Agri Bedrywe or (iii) APEQ may at any time inform the OA Board of a claim ("**Alleged OA Claim**") for Losses arising from an alleged breach of an AA Warranty and the quantum of the alleged Losses suffered by the OA Successor Shareholders by reason thereof.

16.3.1.2 The OA Board will on receipt of the notice of such an Alleged OA Claim (i) inform the AA Dispute Party thereof in writing; and (ii) refer the Alleged OA Claim to APEQ for investigation. APEQ will as soon as reasonably possible thereafter provide a report in respect thereof to the OA Board. The report will include a recommendation in respect of the validity of the Alleged OA Claim and the quantum thereof.

16.3.1.3 The OA Board will as soon as reasonably possible after receipt of the APEQ report in respect of the Alleged OA Claim consider the report and resolve whether such an Alleged OA Claim will be treated as a Deemed OA Claim or not and if treated as a Deemed OA Claim, the extent of the Deemed OA Claim.

16.3.1.4 The OA Board will thereafter consult with the Bedrywe Board and with the AA Dispute Party in an effort to reach agreement in respect of the manner in which the Alleged OA Claim will be dealt with. In the event that no such agreement is reached within 30 Business Days after the resolution of the OA Board in terms of clause 16.3.1.3 it will be deemed that a dispute ("**AA Dispute**") in respect thereof has come into existence.

16.3.1.5 In the case of an AA Dispute either the Bedrywe Board or the AA Dispute Party may refer the AA Dispute for determination to either the Expert in terms of clause 26 hereunder or for arbitration in terms of clause 25 hereunder.

16.3.1.6 If the AA Dispute is a dispute purely in respect of a calculation, the AA Dispute will be referred to the Expert and if the AA Dispute is in respect of any other matter the AA Dispute will be referred for arbitration. In the event of a disagreement between the Bedrywe Board and the AA Dispute Party as to whether the AA Dispute is purely in respect of a calculation, or should the Expert determine that the AA Dispute is not purely in respect of a calculation, then the AA Dispute will be referred to arbitration (notwithstanding that it may have been referred to the Expert in the first instance).

16.3.1.7 The AA Dispute Party and Overberg Agri Bedrywe will each enjoy *locus standi* in respect of AA Dispute proceedings before the Expert or an arbitrator or where applicable, before a court. Overberg Agri Bedrywe will be entitled to act as if it is the beneficiary of the AA Warranties or the OA Successor Shareholders or in any other manner that will assist it in causing the determination of the AA Dispute in the most beneficial manner for the OA Successor Shareholders while the AA Dispute Party will be entitled to act as if it is the Deemed AA Warrantor or in any manner that will assist it in causing the determination of the AA Dispute in the most beneficial manner for the AA Successor Shareholders.

16.3.1.8 If the decision of the Expert or an arbitrator or a court is that the Alleged OA Claim be treated as a Deemed OA Claim, OA will be obliged to treat it as such. If the decision of the Expert or an arbitrator or a court is that the Alleged OA Claim not be treated as a Deemed OA Claim, OA will be obliged not to treat it as such.

16.3.1.9 The aggregate of those Deemed OA Claims at the time of the application of the formula in terms of clause 16.3.1.10 hereunder will, subject to the limitations in clause 18 and also the provisions of clause 20.3 hereunder, be used to calculate an additional number of OA Shares ("**AA Breach Shares**") to be issued to OA Successor Shareholders (excluding those OA Shareholders who accepted the Exit Offer) in terms of the formula ("**AA Breach Formula**") described in 16.3.1.10 hereunder. The OA Successor Shareholders will only be entitled to such AA Breach Shares in respect of the OA Closing Date Shares held by them (whether in the first instance or acquired from predecessor OA Shareholders who held OA Closing Date Shares at the commencement of the Closing Date Meeting) at the time of the issue of the AA Breach Shares. The AA Breach Shares will be issued *pro rata* to the number of OA Closing Date Shares held by the OA Successor Shareholders (whether in the first instance or acquired from predecessor OA Shareholders who held OA Closing Date Shares at the commencement of the Closing Date Meeting) at the time of the issue thereof.

16.3.1.10 The AA Breach Formula and the application thereof are illustrated hereunder:

A =	AA Closing Amount (for purposes hereof equal to Agreed AA NAV)			1,930,196,150
B =	OA Closing Amount (for purposes hereof equal to Agreed OA NAV)			1,997,105,955
C =	OA Closing Date Shares			7,796,111
D =	Scheme Shares (Number of OA Shares held by AA)			1,997,270
E =	Deemed OA Claims	(Reduces AA Closing Amount)		50,000,000
X =	Deemed AA Claims	(Reduces OA Closing Amount)		-
F =	Restated OA Closing Amount =		B - X	1,997,105,955
G =	Restated AA Closing Amount =		A - E - [X x (D/C)]	1,880,196,150
H =	Restated Consideration Shares =		G/F x C	7,339,730
I =	Restated Total Shares issued =		C + H - D	13,138,571
J =	Restated AA Shareholders' % stake in AAF =		H/I	55.86%
K =	Consideration Shares		A/B x C	7,534,915
L =	Total OA Shares issued prior to additional issue to OA Shareholders		C - D + K	13,333,756
M =	AA Shareholders % stake in AAF =		K/L	56.51%
	If J = M then no additional Shares are to be issued to any Shareholders			
	IF J < M, THEN			
	Additional Shares issued to OA Shareholders (excl AA) "Breach Shares"		K/J - L	154,208
	IF J > M THEN			
	Additional Consideration Shares to AA Shareholders "Breach Shares"		(G/F - A/B) x C	-

16.3.1.11 An additional example of the application of the AA Breach Formula is set out in **Annexure K** hereto.

16.3.1.12 The calculation in terms of the AA Breach Formula will be made once a year (in respect of the Deemed OA Claims agreed to by Overberg Agri Bedrywe during that year or determined as such by an arbitrator or Expert or a court during that year) within 30 days of each anniversary of the Amalgamation Completion Date until the periods for notification of a claim under the AA Warranties have lapsed ("**the AA Expiry Date**") or, such claims having been made on or before the AA Expiry Date, the last of them have been resolved by the Expert or an arbitrator or a court.

16.3.1.13 Process of subscription by an OA Successor Shareholder for AA Breach Shares

16.3.1.13.1 The following process will be implemented after each calculation in terms of the AA Breach Formula has been made pursuant to clause 16.3.1.12:

16.3.1.13.1.1 Subject to the subscription agreement referred to in clause 16.3.1.13.1.3 hereunder coming into being, OA undertakes to pay to an OA Successor Shareholder that is entitled to AA Breach Shares an amount ("**AA Indemnity Amount**") calculated in accordance with the formula set out in 16.3.1.13.1.2 hereunder in settlement of the Losses it has suffered by reason of the breach of the AA Warranties. The AA Indemnity Amount becomes payable on the OA Acceptance Date as defined in clause 16.3.1.13.3 hereunder and can only be settled by way of set-off in the manner described hereunder.

16.3.1.13.1.2 The AA Indemnity Amount will be calculated as follows:

(the number of AA Breach Shares to which an OA Successor Shareholder is entitled in terms of this clause 16) multiplied by (the Consideration Share Value).

16.3.1.13.1.3 OA will by written notice offer to each OA Successor Shareholder to enter into a subscription agreement ("**OA Subscription Agreement**") with such OA Successor Shareholder in respect of the AA Breach Shares that such an OA Successor Shareholder becomes entitled to in terms of clause 16.3.1.9. The OA Successor Shareholder will in terms of the OA Subscription Agreement agree to subscribe for such AA Breach Shares at a subscription consideration equal to the AA Indemnity Amount. The OA Subscription Agreement will come into being on receipt of the written acceptance ("**OA Acceptance Date**") of the offer by the OA Shareholder.

16.3.1.13.1.4 The claim of OA for such subscription consideration will on the OA Acceptance Date be set off against the claim of that OA Successor Shareholder for the AA Indemnity Amount whereupon and subject to clause 16.3.1.13.1.5, the AA Breach Shares due to that OA Successor Shareholder will be issued to it.

16.3.1.13.1.5 In the event that OA will become liable to pay any Tax (including dividend withholding Tax) by reason of the issue of AA Breach Shares to an OA Successor Shareholder, such AA Breach Shares will only be issued to that OA Successor Shareholder against receipt by OA from that OA Successor Shareholder of the amount of such Tax, grossed up with an amount to the extent necessary to include any income Tax that may be payable by OA on the receipt of such amount, so that after receipt thereof OA will not suffer any Losses or cost by reason of the issue of such AA Breach Shares. It is recorded that OA will only issue such AA Breach Shares if it does not suffer any Tax costs or Tax Losses by reason of the issue thereof.

16.3.1.14 In the event that the application of the AA Breach Formula will result in an OA Successor Shareholder becoming entitled to a fraction of a Share the following process will take place: That OA Successor Shareholder will be given the choice -

16.3.1.14.1 to waive the fraction in which event OA will endeavour to consolidate all the fractions so waived by all OA Successor Shareholders and to issue consolidated OA Shares for cash whereafter the cash proceeds will be paid to the relevant OA Successor Shareholders for the fractions so waived by them; or

16.3.1.14.2 to subscribe, in terms of the OA Subscription Agreement, for one further OA Share against payment of a subscription consideration calculated in terms of the following formula:

EP - (F x EP)

Where:

EP is the Consideration Share Value; and

F is the fraction of an AA Breach Share that an OA Successor Shareholder is entitled to, expressed as a percentage.

16.3.1.15 For the avoidance of doubt it is recorded that an AA Unexpected Liability taken into account in respect of the calculation of the AA Closing Amount on the Calculation Date will not qualify as a Deemed OA Claim and will not again be taken into account to calculate the AA Breach Shares, if any.

16.4 OA will not treat an Alleged OA Claim as a Deemed OA Claim or issue AA Breach Shares by reason thereof, without:

16.4.1.1 the approval of the AA Dispute Party thereto; or

16.4.1.2 a determination of the Expert, a lawful order of an arbitrator or a lawful order of a court.

16.5 In the event that it transpires that the process or any part described in this clause 16 is incapable of practical implementation, OA, Overberg Agri Bedrywe and the AA Dispute Party will cooperate and act in good faith and endeavour to agree on a process which is capable of practical implementation and gives effect to the overall intention of the Parties as appears from this clause 16. Should OA, Overberg Agri Bedrywe and the AA Dispute Party in such event not agree on an alternative process the matter will be referred to the Expert who will be instructed to design and determine an alternative process that will give effect to the overall intention of the Parties as appears from this clause 16.

16.6 For the avoidance of doubt, it is confirmed that the remedies provided for in this clause 16 for a breach of an AA Warranty shall, subject to clause 16.3.1.14.1, be limited to the issue by OA, and the subscription by OA Successor Shareholders for, AA Breach Shares and not the payment of monies.

16.7 Each AA Warranty and AA Manager Warranty–

16.7.1 shall be *prima facie* deemed to be material and to be a material representation inducing OA to enter into this Agreement and the OA Shareholders to vote in favour of the conclusion of this Agreement;

16.7.2 shall continue and remain in force notwithstanding the completion of the Transactions;

16.7.3 is a separate warranty and will in no way be limited or restricted by reference to or inference from the terms of any other warranty or by any other words in this Agreement; and

16.7.4 is, insofar as it is promissory, deemed to have been given as at the date of fulfilment of the promise of the event, as the case may be.

16.8 It is recorded that the AA Manager has not and will not make any Disclosures against the AA Manager Warranties.

16.9 The AA Warranties, except those excluded from this clause in **Annexure B**, are limited and qualified (that is to say, OA or the OA Successor Shareholders or Overberg Agri Bedrywe cannot claim a breach of any AA Warranty or claim the existence of a Deemed OA Claim or the right to issue any AA Breach Shares in terms of clauses 16.2 to 16.6 above if the facts that will form the basis of the Deemed OA Claim have been Disclosed, or to the extent to which Disclosure of any fact or circumstance giving rise to such limitation or qualification has been made, in the

AA Disclosure Documents); provided that nothing in the AA Disclosure Documents shall be regarded as adequate for the purpose of Disclosing a limitation or qualification to any of the AA Warranties, unless the AA Disclosure Documents identifies the limitation or qualification with reasonable particularity and describes the relevant facts or circumstances giving rise thereto in reasonable detail. Without limiting the generality of the aforegoing, the mere listing (or inclusion of a copy) of a document or other item shall not be regarded as adequate for the purpose of Disclosing a limitation or qualification to an AA Warranty unless the AA Warranty has to do with the existence of the document or other item.

16.10 A Disclosure made in a specific section of the AA Disclosure Documents shall be regarded as having been Disclosed with respect to all the other sections of the AA Disclosure Documents.

16.11 Save for those AA Warranties and AA Manager Warranties expressly given or made in this Agreement or in **Annexure B** and **Annexure C** respectively, no warranties or representations are given or made in respect of the Sale Assets or any other matter whatsoever, whether express, tacit or implied, and the Disposal of the Sale Assets is being effected on a voetstoots basis.

16.12 It is recorded that OA has entered into this Agreement on the strength of the AA Warranties and the AA Manager Warranties and on the basis that such AA Warranties and AA Manager Warranties are correct as at the dates stipulated in **Annexure B** and **Annexure C** respectively.

16.13 Where any AA Warranty is qualified by the expression "AA is not aware", "to the best of AA's knowledge and belief" or any similar expression it will be deemed that AA only has knowledge of any facts, circumstances, opinions or beliefs if any Director of AA has actual (and not deemed or imputed) knowledge thereof. It is recorded for the avoidance of doubt that this clause imposes no duty on a Director of AA to conduct a search or to make any enquiries or to conduct any investigation or to conduct any form of due diligence in respect of AA or any AA Entity or its or their businesses or in respect of any other matter. Furthermore neither AA nor any Director of AA will be deemed to have knowledge of facts, circumstances, opinions or beliefs that a Director of AA would have had or acquired, had it conducted any investigation or made enquiries or conducted any due diligence investigation or any other investigation or implemented any management process or conducted himself in any different manner. Accordingly for purposes of the AA Warranties, a Director of AA will under no circumstance be deemed to have knowledge which he does not actually have and no knowledge, which the AA Director does not actually have, will under any circumstances be imputed to an AA Director. For the avoidance of doubt AA will not be in breach of an AA Warranty qualified as aforesaid, if any employee or other representative (other than a Director of AA) of AA had knowledge of or had been aware of any fact that would have amounted to a breach of an AA Warranty, had any Director of AA had actual knowledge thereof.

16.14 Where any AA Manager Warranty is qualified by the expression "APEQ is not aware", "to the best of APEQ's knowledge and belief" or any similar expression, APEQ is deemed to have knowledge of any facts, circumstances, opinions or beliefs of which any director of APEQ has knowledge.

16.15 In general, it is recorded that OA or the OA Successor Shareholders or Overberg Agri Bedrywe may not claim Losses or rely on a Deemed OA Claim arising from the same set of facts more than once whether in terms of the same or in terms of different remedies.

16.16 For the avoidance of doubt it is recorded that no OA Successor Shareholder will be entitled to institute any action against AA or OA or APEQ or Overberg Agri Bedrywe or any other subsidiary of OA or the AA Dispute Party for Losses or in respect of the issue of additional OA Shares or for any other relief arising from a breach of an AA Warranty other than to enforce their rights to be offered in the OA Subscription Agreements in terms of clause 16.3.1.13 above and their remedy in terms of clause 16.18 hereunder.

16.17 Furthermore, and also for the avoidance of doubt it is recorded that the remedies in this clause 16 are given for the benefit of the OA Successor Shareholders in so far as they own OA Closing Date Shares and only in respect of those Shares. A Shareholder in OA who for instance acquires a portion of the OA Closing Date Shares from an OA Shareholder who acquired those Shares on the Closing Date will enjoy the same rights in respect of those Shares as if that Shareholder was an OA Shareholder on the Closing Date.

16.18 In the event that the OA Board and/or Overberg Agri Bedrywe should decline to pursue any Alleged OA Claim in the manner provided for herein above, then, in the event that they are required, within 18 months of the Closing Date, by OA Successor Shareholders holding collectively at least 20% of the OA Closing Date Shares to pursue the Alleged OA Claim, the OA Board and Overberg Agri Bedrywe shall act in pursuance of the provisions of clauses 16.3.1.4 to 16.3.1.7 (both inclusive). The rights afforded to OA Successor Shareholders as provided for in this clause shall be considered to be a *stipulatio alteri* in their favour which may be accepted by them and enforced by them subject to the obligations, limitations and other stipulations contained in this Agreement including (but not limited to) the limitations in clause 18 and the provisions of clauses 25 and 26.

CLAUSE 17: WARRANTIES FOR THE BENEFIT OF COMPANY SUCCESSOR SHAREHOLDERS

17 OA WARRANTIES

17.1 OA Warranties

17.1.1 The Parties agree that AA and the AA Successor Shareholders will collectively enjoy the benefit of the OA Warranties and it will for purposes of the application of this clause 17 be deemed that the OA Warranties have been given by a fictitious warrantor ("**Deemed OA Warrantor**").

17.1.2 Accordingly no claims for Losses or any other claims of any nature against OA arising from the OA Warranties or the breach thereof will be enforceable against OA and/or the OA Shareholders except for the remedies of AA and the AA Successor Shareholders described in clause 17.1.3 hereunder.

17.1.3 The remedies of AA and the AA Successor Shareholders arising from the breach of an OA Warranty will be limited to the right and obligation of the AA Dispute Party or AA Successor Shareholders to enforce the issue of additional OA Shares to AA Successor Shareholders in terms of this clause 17.

17.1.4 In the event of a breach of an OA Warranty it will be deemed that the AA Successor Shareholders collectively have a deemed claim for the Losses suffered by them collectively by reason of the breach thereof ("**Deemed AA Claim**") against the Deemed OA Warrantor as if the AA Successor Shareholders collectively received and at all times retained (even though some of them may after the Closing Date have Disposed of some of their Consideration Shares or acquired Consideration Shares) all the Consideration Shares and as if they had an actual claim for such Losses against OA arising from the breach of actual warranties.

17.1.5 The general principle is that the Parties wish to remedy the calculations made in terms of clause 6.4 above, by retrospectively determining the actual OA Closing Amount on the Calculation Date as if the Parties on the Calculation Date were aware of all of the breaches of the OA Warranties that may come to their attention after the Calculation Date and then to recalculate the effect of such breaches on the OA Closing Amount. This will be done by determining the Deemed AA Claims, by deducting those Deemed AA Claims from the OA Closing Amount and by recalculating the proportions of the Consideration Shares and the OA Closing Date Shares on the Closing Date in terms of the OA Breach Formula (as defined in clause 17.2.1.9 hereunder).

17.1.6 Furthermore, in determining the quantum of the deemed Losses (and only for that purpose) suffered by the AA Successor Shareholders it will be deemed that the AA Successor Shareholders hold 100% of the issued OA Shares at all relevant dates including as at the date of the recalculation in terms of clause 17.1.5 being the dates that the OA Breach Formula (defined hereunder) is applied.

17.1.7 For instance, if an OA Warranty consists of a warranty that:

17.1.7.1 on the Closing Date OA has no Liabilities in excess of R100,000,000 and after the Closing Date it appears that OA in breach of that warranty had Liabilities of R200,000,000, the Deemed AA Claim will be equal to R100,000,000 (leaving aside, for purposes of the illustration only, any Tax consequences). That Deemed AA Claim will be deducted from the OA Closing Amount and a number of OA Shares to be issued to AA Successor Shareholders will be determined in terms of the OA Breach Formula (defined and illustrated in clause 17.2.1.9 hereunder); or

17.1.7.2 the value of an OA Entity was determined as R100,000,000 based on a multiple of 10 times an annual EBIT of R10,000,000 and after the Calculation Date it appears that the EBIT only amounted to R5,000,000, then the Deemed AA Claim will be equal to R50,000,000 (leaving aside, for purposes of the illustration only, any Tax consequences). That Deemed AA Claim will be deducted from the OA Closing Amount and a number of OA Shares to be issued to AA Successor Shareholders will be determined in terms of the OA Breach Formula (defined and illustrated in clause 17.2.1.9 hereunder).

17.2 OA Warranties Process

17.2.1 Determination of Deemed AA Claims

17.2.1.1 Any of APEQ or the AA Dispute Party may at any time inform the OA Board of a claim ("**Alleged AA Claim**") for Losses arising from an alleged breach of an OA Warranty and the quantum of the alleged Losses suffered by the AA Successor Shareholders by reason thereof.

17.2.1.2 The OA Board will on receipt of the notice of such an Alleged AA Claim refer the Alleged AA Claim to APEQ for investigation. APEQ will as soon as reasonably possible thereafter provide a report in respect thereof to the OA Board. The report will include a recommendation in respect of the validity of the Alleged AA Claim and the quantum thereof.

17.2.1.3 The OA Board will as soon as reasonably possible after receipt of the APEQ report in respect of the Alleged AA Claim consider the report and resolve whether such an Alleged AA Claim be treated as a Deemed AA Claim or not and if treated as a Deemed AA Claim, the extent of the Deemed AA Claim.

17.2.1.4 The OA Board will thereafter consult with the Bedrywe Board and with the AA Dispute Party in an effort to reach agreement in respect of the manner in which the Alleged AA Claim will be dealt with. In the event that no such agreement is reached within 30 Business Days after the resolution of the OA Board in terms of clause 17.2.1.3, it will be deemed that a dispute ("**OA Dispute**") in respect thereof has come into existence.

17.2.1.5 In the case of an OA Dispute either of the AA Dispute Party or the Bedrywe Board may refer the OA Dispute for determination to either the Expert in terms of clause 26 hereunder or for arbitration in terms of clause 25 hereunder. If the OA Dispute is a dispute purely in respect of a calculation the OA Dispute will be referred to the Expert and if the OA Dispute is in respect of any other matter the OA Dispute will be referred for arbitration. In the event of a disagreement between the Bedrywe Board and the AA Dispute Party as to whether the OA Dispute is purely in respect of a calculation, or should the Expert determine that the OA Dispute is not purely in respect of a calculation, then the OA Dispute will be referred to arbitration (notwithstanding that it may have been referred to the Expert in the first instance).

17.2.1.6 The AA Dispute Party and Overberg Agri Bedrywe will each enjoy *locus standi* in respect of OA Dispute proceedings before the Expert or an arbitrator or where applicable, before a court. The AA Dispute Party will be entitled to act as if it is the beneficiary of the OA Warranties or as if it is the AA Successor Shareholders or in any manner that will assist it in the determination of the OA Dispute in the most beneficial manner for the benefit of the AA Successor Shareholders while Overberg Agri Bedrywe will be entitled to act as if it is the Deemed OA Warrantor or in any manner that will assist it in the determination of the OA Dispute in the most beneficial manner for the benefit of the AA Successor Shareholders.

17.2.1.7 If the decision of the Expert or an arbitrator or a court is that the Alleged AA Claim be treated as a Deemed AA Claim, OA will be obliged to treat it as such. If the decision of the Expert or an arbitrator or a court is that the Alleged AA Claim not be treated as a Deemed AA Claim, OA will be obliged not to treat it as such.

17.2.1.8 The aggregate of those Deemed AA Claims at the time of the application of the formula in terms of clause 17.2.1.9 hereunder will, subject to the limitations in clause 19 and also the provisions of clause 20.3 hereunder, be used to calculate an additional number of OA Shares ("**OA Breach Shares**") to be issued to AA Successor Shareholders in terms of the formula ("**OA Breach Formula**") described in 17.2.1.9 hereunder. The AA Successor Shareholders will only be entitled to such OA Breach Shares in respect of the Consideration Shares held by them at the time of the issue of the OA Breach Shares. The OA Breach Shares will be issued pro rata to the number of Consideration Shares held by the AA Successor Shareholders at the time of the issue thereof.

17.2.1.9 The OA Breach Formula and the application thereof are illustrated hereunder:

A =	AA Closing Amount (for purposes hereof equal to Agreed AA NAV)			1,930,196,150
B =	OA Closing Amount (for purposes hereof equal to Agreed OA NAV)			1,997,105,955
C =	OA Closing Date Shares			7,796,111
D =	Scheme Shares (Number of OA shares held by AA)			1,997,270
E =	Deemed OA Claims	(Reduces AA Closing Amount)		-
X =	Deemed AA Claims	(Reduces OA Closing Amount)		50,000,000
F =	Restated OA Closing Amount =		B - X	1,947,105,955
G =	Restated AA Closing Amount =		A - E - [X x (D/C)]	1,917,386,751
H =	Restated Consideration Shares =		G/F x C	7,677,117
I =	Restated Total Shares issued =		C + H - D	13,475,958
J =	Restated AA Shareholders % stake in AAF =		H/I	56.97%
K =	Consideration Shares		A/B x C	7,534,915
L =	Total OA Shares issued prior to additional issue to OA Shareholders		C - D + K	13,333,756
M =	AA Shareholders' % stake in AAF =		K/L	56.51%
	If J = M then no additional Shares are to be issued to any Shareholders			
	IF J < M, THEN			
	Additional Shares issued to OA Shareholders (excl AA) "Breach Shares"		K/J - L	-
	IF J > M THEN			
	Additional Consideration Shares to AA Shareholders "Breach Shares"		(G/F - A/B) x C	142,202

17.2.1.10 An additional example of the application of the OA Breach Formula is set out in **Annexure K** hereto.

17.2.1.11 The calculation in terms of the OA Breach Formula will be made once a year (in respect of the Deemed AA Claims agreed to by the AA Dispute Party during that year or determined as such by an arbitrator or Expert or a court during that year) within 30 days of each anniversary of the Amalgamation Completion Date until the periods for notification of a claim under the OA Warranties have lapsed ("**the OA Expiry Date**") or, such claims having been made on or before the OA Expiry Date, the last of them having been resolved by the Expert or an arbitrator or a court.

17.2.1.12 Process of subscription by an AA Successor Shareholder for OA Breach Shares

17.2.1.12.1 The following process will be implemented after each calculation in terms of the OA Breach Formula has been made pursuant to clause 17.3.1.11:

17.2.1.12.1.1 Subject to the subscription agreement referred to in clause 17.2.1.12.1.3 hereunder coming into being, OA undertakes to pay to an AA Successor Shareholder that is entitled to OA Breach Shares an amount ("**OA Indemnity Amount**") calculated in accordance with the formula set out in 17.2.1.12.1.2 hereunder in settlement of the Losses it has suffered by reason of the breach of the OA Warranties. The OA Indemnity Amount becomes payable on the AA Acceptance Date as defined in clause 17.2.1.12.3 hereunder and can only be settled by way of set-off in the manner described hereunder.

17.2.1.12.1.2 The OA Indemnity Amount will be calculated as follows:

(the number of OA Breach Shares to which an AA Successor Shareholder is entitled in terms of this clause 17) multiplied by (the Consideration Share Value).

17.2.1.12.1.3 OA will by written notice offer to each AA Successor Shareholder to enter into a subscription agreement ("**AA Subscription Agreement**") with such AA Successor Shareholder in respect of the OA Breach Shares that such an AA Successor Shareholder becomes entitled to in terms of 17.2.1.8. The AA Successor Shareholder will in terms of the AA Subscription Agreement agree to subscribe for such OA Breach Shares at a subscription consideration equal to the OA Indemnity Amount. The AA Subscription Agreement will come into being on receipt of the written acceptance ("**AA Acceptance Date**") of the offer by the AA Shareholder.

17.2.1.12.1.4 The claim of OA for such subscription consideration will on the AA Acceptance Date be set off against the claim of that AA Successor Shareholder for the OA Indemnity Amount whereupon and subject to clause 17.2.1.12.5, the OA Breach Shares due to that AA Successor Shareholder will be issued to it.

17.2.1.12.1.5 In the event that OA will become liable to pay any Tax (including dividend withholding Tax) by reason of the issue of OA Breach Shares to an AA Successor Shareholder, such OA Breach Shares will only be issued to that AA Successor Shareholder against receipt by OA from that AA Successor Shareholder of the amount of such Tax, grossed up with an amount to the extent necessary to include any income Tax that may be payable by OA on the receipt of such amount, so that after receipt thereof OA will not suffer any Losses or cost by reason of the issue of such OA Breach Shares. It is recorded that OA will only issue such OA Breach Shares if it does not suffer any Tax costs or Tax Losses by reason of the issue thereof.

17.2.1.13 In the event that the application of the OA Breach Formula will result in an AA Successor Shareholder becoming entitled to a fraction of a Share the following process will take place: That AA Successor Shareholder will be given the choice -

17.2.1.13.1 to waive the fraction in which event OA will endeavour to consolidate all the fractions so waived by AA Successor Shareholders and to issue consolidated OA Shares for cash whereafter the cash proceeds will be paid to the relevant AA Successor Shareholders for the fractions so waived by them; or

17.2.1.13.2 to subscribe, in terms of the AA Subscription Agreement, for one further OA Share against payment of a subscription consideration calculated in terms of the following formula:

EP - (F x EP)

Where:

EP is the Consideration Share Value; and

F is the fraction of an OA Breach Share that a AA Successor Shareholder is entitled to, expressed as a percentage.

17.2.2 For the avoidance of doubt, it is recorded that an OA Unexpected Liability taken into account in respect of the calculation of the OA Closing Amount will not qualify as a Deemed AA Claim and will not again be taken into account to calculate the OA Breach Shares, if any.

17.3 OA will not treat an Alleged AA Claim as a Deemed AA Claim or issue OA Breach Shares by reason thereof, without:

17.3.1 the approval of Overberg Agri Bedrywe thereto; or

17.3.2 a determination of the Expert, a lawful order of an arbitrator or a lawful order of a court.

17.4 In the event that it transpires that the process or any part described in this clause 17 is incapable of practical implementation, OA, Overberg Agri Bedrywe and the AA Dispute Party will cooperate and act in good faith and endeavour to agree on a process which is capable of practical implementation and gives effect to the overall intention of the Parties as appears from this clause 17. Should OA, Overberg Agri Bedrywe and the AA Dispute Party in such event not agree on an alternative process the matter will be referred to the Expert who will be instructed the determine an alternative process that will give effect to the overall intention of the Parties as appears from this clause 17.

17.5 For the avoidance of doubt, it is confirmed that the remedies provided for in this clause 17 for a breach of an OA Warranty shall, subject to clause 17.2.1.13.1, be limited to the issue by OA, and the subscription by AA Successor Shareholders for, OA Breach Shares and not the payment of monies.

17.6 Each OA Warranty–

17.6.1 shall be *prima facie* deemed to be material and to be a material representation inducing AA to enter into this Agreement and the AA Shareholders to vote in favour of the conclusion of this Agreement;

17.6.2 shall continue and remain in force notwithstanding the completion of the Transactions;

17.6.3 is a separate warranty and will in no way be limited or restricted by reference to or inference from the terms of any other warranty or by any other words in this Agreement; and

17.6.4 is, insofar as it is promissory, deemed to have been given as at the date of fulfilment of the promise of the event, as the case may be.

17.7 The OA Warranties, except those excluded from this clause in **Annexure E**, are limited and qualified (that is to say, AA or the AA Shareholders or the AA Dispute Party cannot claim a breach of any OA Warranty or claim the existence of a Deemed AA Claim or the right to the issue any of OA Breach Shares in terms of clause 17.1 to 17.5 above if the facts that will form the basis of a Deemed AA Claim have been Disclosed, or to the extent to which Disclosure of any fact or circumstance giving rise to such limitation or qualification has been made, in the OA Disclosure Documents); provided that nothing in the OA Disclosure Documents shall be regarded as adequate for the purpose of Disclosing a limitation or qualification to any of the OA Warranties, unless the OA Disclosure Documents identifies the limitation or qualification with reasonable particularity and describes the relevant facts or circumstances giving rise thereto in reasonable detail. Without limiting the generality of the aforegoing, the mere listing (or inclusion of a copy) of a document or other item shall not be regarded as adequate for the purpose of Disclosing a limitation or qualification to an OA Warranty unless the OA Warranty has to do with the existence of the document or other item.

17.8 A Disclosure made in a specific section of the OA Disclosure Documents shall be regarded as having been Disclosed with respect to all the other sections of the OA Disclosure Documents.

17.9 Save for those OA Warranties expressly given or made in this Agreement or in **Annexure E**, no warranties or representations are given or made in respect of OA or the Consideration Shares or any other matter whatsoever, whether express, tacit or implied.

17.10 It is recorded that AA has entered into this Agreement on the strength of the OA Warranties and on the basis that such OA Warranties are correct as at the dates stipulated in **Annexure E**.

17.11 Where any OA Warranty is qualified by the expression "OA is not aware", "to the best of OA's knowledge and belief" or any similar expression it will be deemed that OA only has knowledge of any facts, circumstances, opinions or beliefs if any Director of OA has actual (and not deemed or imputed) knowledge thereof. It is recorded for the avoidance of doubt that this clause imposes no duty on a Director of OA to conduct a search or to make any enquiries or to conduct any investigation or to conduct any form of due diligence in respect of OA or any OA Entity or its or their businesses or in respect of any other matter. Furthermore neither OA nor any Director of OA will be deemed to have knowledge of facts, circumstances, opinions or beliefs that a Director of OA would have had or acquired, had it conducted any investigation or made enquiries or conducted any due diligence investigation or any other investigation or implemented any management process or conducted himself in any different manner. Accordingly for purposes of the OA Warranties, a Director of OA will under no circumstance be deemed to have knowledge which he does not actually have and no knowledge, which the OA Director does not actually have, will under any circumstances be imputed to an OA Director. For the avoidance of doubt OA will not be in breach of an OA Warranty qualified as aforesaid, if any employee or other representative (other than a Director of OA) of OA had knowledge of or had been aware of any fact that would have amounted to a breach of an OA Warranty, had any Director of OA had actual knowledge thereof.

17.12 In general, it is recorded that AA or the AA Shareholders or the AA Dispute Party may not claim Losses arising from the same set of facts more than once whether in terms of the same or in terms of different remedies.

17.13 For the avoidance of doubt, it is recorded that no AA Shareholder will be entitled to institute any action against OA or APEQ or any OA Shareholder or Overberg Agri Bedrywe or any other subsidiary of OA for Losses or in respect of the issue of Additional Consideration Shares or for any other relief arising from a breach of an OA Warranty other than to enforce their rights to be offered AA Subscription Agreements in terms of clause 17.2.1.12 above and their remedy in terms of clause 17.15 hereunder.

17.14 Furthermore, and also for the avoidance of doubt it is recorded that the remedies in this clause 17 are given for the benefit of the AA Successor Shareholders in so far as they own Consideration Shares and only in respect of those Shares. A Shareholder in OA who for instance acquires a portion of the Consideration Shares from an AA Shareholder who acquired those Shares on or after the Closing Date will enjoy the same rights in respect of those Shares as if that Shareholder held or acquired that portion on the Closing Date.

17.15 In the event that the OA Board and/or the AA Dispute Party should decline to pursue any Alleged AA Claim in the manner provided for herein above, then, in the event, within 18 months of the Closing Date, AA Successor Shareholders holding collectively at least 20% of the Consideration Shares demand that the AA Dispute Party to pursue the Alleged AA Claim, the OA Board and Overberg Agri Bedrywe shall act in pursuance of the provisions of clauses 17.2.1.4 to 17.2.1.6 (both inclusive). The rights afforded to AA Successor Shareholders as provided for in this clause shall be considered to be a *stipulatio alteri* in their favour which may be accepted by them and enforced by them subject to the obligations, limitations and other stipulations contained in this Agreement including (but not limited to) the limitations in clause 20 and the provisions of clauses 25 and 26.

CLAUSE 21: GRASSROOTS TRANSACTION

21 GRASSROOTS BEAR DIVISION

21.1 It is recorded that the value of 100% of the Grassroots Bear Division was R414,000,000 ("**Bear Division Value**") and 58.72% ("**Bear Division Interest**") of the Bear Division Value, i.e. R243,100,800 ("**Bear Division Interest Value**") was allocated to the Bear Division Interest when agreeing to the Agreed AA NAV.

21.2 It is further recorded that negotiations have been initiated by Grassroots to sell 100% of the Grassroots Bear Division which could result in a yield in respect of the Bear Division Interest in excess of the Bear Division Interest Value, which in turn could have a bearing on the Agreed AA NAV. This sale could be concluded either prior or subsequent to the Closing Date.

21.3 The Parties accordingly agree that-

21.3.1 if, before the Calculation Date, (i) an agreement is concluded by Grassroots in respect of the sale of the Grassroots Bear Division at a purchase price ("**Bear Purchase Price**") resulting in a yield in respect of the Bear Division Interest in excess of the Bear Division Interest Value ("**Bear Division Sale Agreement**"); and (ii) the full Bear Purchase Price is received by Grassroots; then an amount calculated as follows and referred to as "**AA Net Surplus**" will, provided that the Net Surplus is a positive amount, be included in the calculation of the AA Closing Amount in terms of clause 6.4.1.1 above:

[Bear Purchase Price less the Bear Division Value less Bear Division Factory Costs less CGT payable by Grassroots, arising from and to the extent payable by reason of the Bear Division Sale Agreement] x Bear Division Interest

Where:

"**Bear Division Factory Costs**" means the aggregate costs, including working capital, incurred to comply with the stipulation in the Bear Division Sale Agreement to construct and implement the operation of a new factory to be constructed ("**the Bear Factory**") and which includes the costs of:

(i) the purchase of the premises (immovable property) for the Bear Factory;

(ii) designing the Bear Factory;

(iii) constructing the Bear Factory; and

(iv) bringing the Bear Factory into full operation; i.e. delivering a turn-key project in respect of the Bear Factory; or

21.3.2 OA will be obliged to issue additional OA Shares to AA ("**Grassroots Consideration Shares**") within 10 Business Days from receipt ("**Receipt Date**") by Grassroots of the Bear Purchase Price calculated as follows:

21.3.2.1 if the Bear Division Sale Agreement is concluded and the Receipt Date occurs within 180 days after the Closing Date, calculated as follows:

$G \div R$

Where:

G means the AA Net Surplus;

R means the Consideration Share Value; or

21.3.2.2 if the Bear Division Sale Agreement is concluded within 180 days of the Closing Date, but the Receipt date occurs after 180 days from the Closing Date, calculated as follows:

$G \div R$

Where:

G means the AA Net Surplus; and

R means the volume weighted average price at which OA Shares traded from the Closing Date to the date of issue of OA Shares to AA in terms of this clause 21.3.2.2. If OA is listed on the Johannesburg Stock Exchange ("**JSE**") at the time that the Bear Purchase Price is received by Grassroots, then R, calculated as aforesaid, will not be more than 10% below, nor more than 10% above, the 30-day volume weighted average price (provided

by the JSE) at which OA Shares traded on the JSE during the 30 trading days immediately prior to the date of the issue of OA Shares to AA.

21.3.3 In the case of 21.3.2 above:

21.3.3.1 the AA Board will within 3 Business Days of the Receipt Date adopt a resolution in terms of section 46 of the Companies Act in terms whereof it resolves to Distribute the Grassroots Consideration Shares to the AA Shareholders;

21.3.3.2 OA will, provided that the resolution referred to in 21.3.3.1 has been passed, within 10 Business Days of the Receipt Date issue the Grassroots Consideration Shares to AA.

21.3.3.3 AA will immediately on receipt of the Grassroots Consideration Shares transfer the Grassroots Consideration Shares to the AA Shareholders entitled thereto. OA consents to such transfers and will record the transfers in its Securities Register and issue Share certificates to the AA Shareholders in respect of the various portions of the Extra Bear Shares transferred to them."

21.3.4 if the Bear Division Sale Agreement is concluded after 180 days from the Closing Date, no additional OA Shares will be issued to the AA Shareholders.

21.4 [revoked]

21.5 No additional subscription consideration will be payable for the additional OA Shares that may be issued to the AA Shareholders in terms of this clause 21.1 to 21.5, it being recorded that the Sale Assets were adequate consideration also for such additional OA Shares.

21.6 Ownership of and all risk and benefit in and to the Grassroots Consideration Shares shall pass to AA on the issue thereof to AA.

21.7 Grassroots Exchange

21.7.1 It is recorded that some minority shareholders ("**Grassroots Transferors**") in Grassroots may during the period between the Signature Date and the Calculation Date enter into an agreement ("**Exchange Agreement**") with OA to transfer ("**Exchange**") their Shares ("**Grassroots Shares**") in Grassroots to OA in exchange for the issue of a number of OA Shares, to be agreed between the Grassroots Transferors and OA, with effect from the Closing Date.

21.7.2 The Exchange Agreement will provide that that should during the period up to the 180th day after the Closing Date (of this Agreement) the Bear Division Sale Agreement be concluded and thereafter implemented, then the following will take place:

21.7.2.1 the Exchange Agreement will inter alia provide for an implied value of the Grassroots Bear Division attributable to the Grassroots Transferors ("**Agreed Minority Value**");

21.7.2.2 the difference between the Agreed Minority Value and the Minority Percentage of the Bear Purchase Price will be calculated as follows –

[Bear Purchase Price less the Bear Division Value less Bear Division Factory Costs less CGT payable by Grassroots, arising from and to the extent payable by reason of the Bear Division Sale Agreement] x Minority Percentage ("**Minority Net Surplus**")

(for purposes hereof "**Minority Percentage**" means the aggregate of the Grassroots Shares transferred by the Grassroots Transferors to OA in terms of the Exchange divided by all the issued Shares in Grassroots at the time of the implementation of the Exchange multiplied with 100);

21.7.2.3 provided that the Minority Net Surplus is a positive amount, OA will issue additional OA Shares to a Grassroots Transferor upon receipt by Grassroots of the Bear Purchase Price calculated as follows:

$[(T/A) \times G] \div R$

Where:

T means the number of the issued Shares in Grassroots transferred by the Grassroots Transferor to OA in exchange for OA Shares;

A means the number of all the issued Shares in Grassroots transferred by all the Grassroots Transferors to OA in exchange for OA Shares;

G means the Minority Net Surplus; and

R means R256.00.

ANNEXURE B: INDEPENDENT EXPERT'S REPORTS

ANNEXURE B1: REPORT IN RESPECT OF THE SCHEME

The Board of Directors and the Independent Board of Directors
Overberg Agri Limited
11 Donkin Street
Caledon
7230

21 November 2017

Dear Sirs

Independent Expert's Report as prescribed by section 114(2) and 114(3) of the Companies Act in respect of the repurchase of Shares by Overberg Agri Limited in exchange for the issue of Shares by Overberg Agri Limited

Introduction

In this letter words with capital letters, other than words defined in this letter, bear the meanings assigned to them in the Circular by the Independent Board of Overberg Agri Limited ("**OA**") to which this letter will be attached and cognate expressions will bear corresponding meanings.

We were advised of the proposed amalgamation between OA and Acorn Agri (Pty) Ltd ("**AA**") as recorded in the Amalgamation Agreement, in terms whereof:

- OA acquires all of the Sale Assets (including Ordinary Shares issued by OA and held by AA, the ("**Repurchase Shares**"), in exchange for which OA will assume the AA Liabilities and issue a number of Ordinary Shares in OA ("**Consideration Shares**") to AA ("**Amalgamation**"); and
- OA will make an offer to Shareholders (other than AA) to repurchase a maximum of 10% of the Shares in issue ("**Exit Offer**"), subject to the Shareholders' approval of the Amalgamation.

OA, based in Caledon, is a publicly traded agricultural company with diverse interests in agricultural services and inputs, an abattoir, fruit farming, energy, industrial fasteners and mining. OA has a strong presence in the Overberg area of the Western Cape.

AA, based in Somerset West, is a focused agricultural and food investment company with an investment portfolio in agricultural services and inputs, health snacks and dried fruit production, wheat and maize milling and fruit farming. AA has a national presence.

Both OA and AA have substantial investment portfolios that have generated solid returns to their Shareholders over time. OA and AA Management believes that the two companies' growth strategies and investment portfolios are complementary and that they share similar cultures and values.

OA is a Regulated Company and transactions to which section 114 apply is regarded as affected transactions as defined in section 117 of the Companies Act. A portion of the Amalgamation comprising the acquisition by OA of the Repurchase Shares qualifies as a scheme of arrangement subject to the provisions of section 114 of the Companies Act and as such qualifies as an affected transaction. OA must accordingly comply with the Takeover Regulations and Chapter 5 of the Companies Act in respect of that portion of the transaction comprising the acquisition by OA of the Repurchase Shares and the issue of the Scheme Shares by OA as consideration therefor ("**Scheme**"). Section 114(2) read with section 114(3) requires an independent report ("**Report**") to be obtained by the OA Board in terms of sections 114(2) and 114(3) in respect of the Scheme.

Scope

KPMG Services Proprietary Limited ("**KPMG**") has been appointed by the Company Board as the Independent Professional Expert to advise it and the Independent Board on whether the terms and conditions of the Scheme are fair and reasonable to Shareholders.

Responsibility

The compliance with the Companies Act is the responsibility of the Company Board and the Independent Board. Our responsibility is to report on the terms and conditions of the Scheme in compliance with the related provisions of the Companies Act.

We confirm that our Report has been provided to the Company Board in terms of section 114(2) and (3) for distribution by the Company Board to the Shareholders of the Company and to the Independent Board for use by the Independent Board in terms of Regulations 106(7)(h) and 110 for the sole purpose of assisting the Independent Board in forming and expressing an opinion for the benefit of Shareholders.

Definition of the terms "fair" and "reasonable"

A transaction will generally be considered fair to a company's Shareholders if the benefits received by the Shareholders, as a result of the transaction, are equal to or greater than the value surrendered by the Shareholders.

The assessment of fairness is primarily based on quantitative issues. The transaction may be considered fair if the consideration received per share by Shareholders is considered to be equal to or greater than the value surrendered by Shareholders in terms of the transaction.

The assessment of reasonableness is generally based on qualitative considerations surrounding the transaction. Hence, even though the consideration received by Shareholders may be less than the value surrendered by Shareholders, the entire transaction may still be reasonable in certain circumstances after considering other significant qualitative factors.

Information utilised and procedures performed

Key fairness considerations

In arriving at our opinion we have undertaken the following procedures in evaluating the fairness of the Scheme:

- obtained an understanding of the structure of the Scheme;
- reviewed the terms and conditions of the Scheme as recorded in the Amalgamation Agreement and in the Circular;
- reviewed certain publicly available information relating to the OA group of companies, including Company announcements and media articles;
- considered the historical performance of OA and the OA subsidiaries and associates with reference to its audited financial statements for the financial years ended 28 February 2017, 29 February 2016 and 28 February 2015 and the unaudited Management Accounts for the periods ended 28 February 2017 and 31 August 2017;
- considered the historical performance of AA and its subsidiaries and associates with reference to its audited financial statements for the 2017, 2016 and 2015 financial years and the unaudited Management Accounts for the period ended 31 August 2017;
- held discussions with the Directors and management of the OA and AA subsidiaries to establish its strategy and considered such other matters as we consider necessary, including assessing the prevailing economic, legal and market conditions in the agricultural and other applicable industries;
- reviewed the financial forecasts for the next three financial years relating to OA's subsidiaries and AA's subsidiaries as provided by management, and the basis of the assumptions therein including the prospects of the business. This review included an assessment of the recent historical performance to date as well as the reasonableness of the outlook assumed based on discussions with management;
- assessed the assumptions made against our analysis of future macroeconomic factors, as well as the overall industry outlook;
- considered any further material adjustments to value based on matters arising in the period from 31 August 2017 to the date of this opinion;
- reviewed the reasonableness of material assumptions in the financial forecast relating to:
  - Volume and price growth
  - Gross and trading profit margins
  - Working capital management;
- stress tested the material assumptions applied in the financial forecast which included, *inter alia*, discount rate, exchange rates, future growth in the business, gross and trading profit margins, working capital management and optimisation of the existing asset base;
- evaluated the risks and expected returns associated with OA and AA; and
- performed valuations of each of the AA subsidiaries and associates, resulting in an aggregate value between R2 109 million and R2 309 million, and of OA and its subsidiaries and associates, resulting in a value between R2 208 million and R2 352 million or a minority price (also representing the value of each Repurchase Share and Scheme Share) between R240.82 and R271.58 with the most likely value of R256.20 per Share.

Key qualitative considerations

In arriving at our opinion we have also considered the following key qualitative considerations in evaluating the reasonableness of the Scheme:

- consideration of the rationale for the Scheme and the benefits thereof to Shareholders; and
- our understanding of the process followed and the options considered.

Valuation

KPMG performed a valuation of OA and the AA subsidiaries and associates to determine whether the Scheme represents fair value to Shareholders. The discounted cash flow methodology was the primary valuation methodology employed. This was supplemented with another valuation methodology such as the capitalisation of maintainable earnings before interest, taxation, depreciation and amortisation ("**EV/EBITDA**") methodology.

The valuation was performed taking cognisance of risk and other market and industry factors affecting OA and AA. Additionally, sensitivity analyses were performed considering key assumptions.

The valuation assumed that OA and AA continue as going concerns.

Appropriate adjustments were made to the financial forecast based on the information and procedures described above and our understanding of the markets in which OA and AA operates.

Key value drivers to the primary valuation included the discount rate, exchange rates, future growth in the business segments, operating margins, cost-saving initiatives, working capital management and optimisation of the existing asset base.

Prevailing market and industry conditions were also considered in assessing the risk profile of OA and AA. Sensitivity analyses were performed on key value drivers in arriving at a valuation range.

The valuation is provided solely in respect of this fair and reasonable opinion and should not be used for any other purposes.

Opinion

In acquiring the Sale Assets of AA, OA will as part of the Sale Assets repurchase the Repurchase Shares. OA will purchase the Repurchase Shares at the Consideration Share Value, expected to be at a price of R256 per Repurchase Share and as consideration issue the Scheme Shares at the Consideration Share Value for each Scheme Share.

KPMG has considered the terms and conditions of the Scheme and, based upon and subject to the conditions set out herein, is of the opinion that the terms and conditions of the Scheme are fair to Shareholders.

Based on the qualitative considerations set out on the previous page, we are of the opinion that the terms and conditions of the Scheme are reasonable to Shareholders.

Our opinion is necessarily based upon the information available to us up to 31 August 2017, including in respect of the financial, regulatory, securities market and other conditions and circumstances existing and disclosed to us at the date thereof. We have furthermore assumed that all Conditions Precedent, including any material regulatory, other approvals and consents required in connection with the Scheme have been or will be timeously fulfilled and/or obtained.

Accordingly, it should be understood that subsequent developments may affect this opinion, which we are under no obligation to update, revise or reaffirm.

Limiting conditions

This report is provided to the Company Board and Independent Board in connection with and for the purposes of the Scheme for the sole purpose of complying with section 114 of the Companies Act and of assisting the Independent Board in forming and expressing an opinion for the benefit of Shareholders. This report and opinion is prepared solely for the Company Board and Independent Board for use in the indicated manner and therefore should not be regarded as suitable for use by any other party or give rise to third-party rights. This opinion does not purport to cater for each individual Shareholder's perspective, but rather that of the general body of Shareholders. Should a Shareholder be in doubt as to what action to take, he or she should consult an Independent Adviser.

An individual Shareholder's decision may be influenced by his particular circumstances.

We have relied upon and assumed the accuracy of the information used by us in deriving our opinion. Where practical, we have corroborated the reasonability of the information provided to us for the purpose of our opinion, whether in writing or obtained in discussion with management of the OA and AA subsidiaries, by reference to publicly available or independently obtained information. While our work has involved an analysis of, *inter alia*, the annual financial statements and other information provided to us, our engagement does not constitute, nor does it include, an audit conducted in accordance with generally accepted auditing standards.

Where relevant, the forecasts of OA and AA relate to future events and are based on assumptions that may or may not remain valid for the whole of the forecast period. Consequently, such information cannot be relied upon to the same extent as that derived from audited financial statements for completed accounting periods. We express no opinion as to how closely the actual future results of OA and AA will correspond to those projected. Where practicable, we compared the forecast financial information to past trends and third-party estimates as well as discussing the assumptions inherent therein with the management of OA and AA subsidiaries. On the basis of these enquiries and such other procedures we consider appropriate to the circumstances, we believe that the forecasts have been prepared with due care and consideration.

We have also assumed that the Scheme will have the legal, accounting and taxation consequences described in discussions with, and materials furnished to us by, representatives and Advisers of OA and AA and we express no opinion on such consequences. We have assumed that all agreements that will be entered into in respect of the transaction will be legally enforceable.

Specific additional information pertaining to Companies Act section 114

The table below identifies every type and class of holders of the Company's securities affected by the proposed Scheme.

Share capital	**Authorised**	**Issued (net of treasury Shares)**
Ordinary no par value Shares	10 000 000	7 796 111

Insofar as is known to OA, the Shareholders who beneficially held 5% or more of the issued OA Shares are as follows.

Shareholder	**Number of Shares**	**Per cent**
Acorn Agri (Pty) Ltd	1 996 300	25.6%
Total	1 996 300	25.6%

The repurchase of the Repurchase Shares and the issue as consideration for those Repurchase Shares of the Scheme Shares at the Consideration Share Value for each Scheme Share will not affect the rights and/or interest of Shareholders, as Shareholders will be in exactly the same position pre and post the Scheme. The Scheme will accordingly have no material adverse effects on the rights of Shareholders or any other material adverse effects.

The table below identifies the Directors who each holds more than 1% (whether directly or indirectly) of the OA's securities which interest are regarded as material.

	Number of Shares			
Director	Direct	Indirect	Total	Effective shareholding
Carl Neethling	–	89 434	89 434	1.15%
Pierre Malan	–	180 865	180 865	2.32%

Subsequent to the Scheme:

- The effective shareholding interest in OA held by the Directors resulting from the Scheme, will remain unchanged as the consideration for the Repurchase Shares is represented by the issue of new Shares for the same value.

Copies of sections 115 and 164 of the Companies Act are included as Annexures to the Circular.

Independence, competence and fees

We confirm that we have no direct or indirect interest in any Shares of OA or AA or the Scheme. We also confirm that we have the necessary qualifications and competence to provide a fair and reasonable opinion on the Scheme.

Furthermore, we confirm that our total professional fees for the two reports and fair and reasonable opinion issued, of approximately R500 000 – R600 000 are not contingent upon the success of the transaction.

Consent

We consent to the inclusion of this letter and the reference to our opinion in the Circular to be issued to Shareholders in the form and context in which it appears and in any required regulatory announcement or documentation.

Jacques Pienaar
Director: Deal Advisory

ANNEXURE B2: REPORT IN RESPECT OF THE EXIT OFFER

The Board of Directors and the Independent Board of Directors
Overberg Agri Limited
11 Donkin Street
Caledon
7230

21 November 2017

Dear Sirs

Independent Expert's Report as prescribed by section 114(2) and 114(3) of the Companies Act in respect of the repurchase of Shares by Overberg Agri Limited in exchange for cash ("Exit Offer")

Introduction

In this letter words with capital letters, other than words defined in this letter, bear the meanings assigned to them in the Circular by the Independent Board of Overberg Agri Limited ("**OA**") to which this letter will be attached and cognate expressions will bear corresponding meanings.

We were advised of the proposed amalgamation between OA and Acorn Agri (Pty) Ltd ("**AA**") as recorded in the Amalgamation Agreement, in terms whereof OA acquires all of the Sale Assets (including Ordinary Shares issued by OA and held by AA (the "**Repurchase Shares**"), in exchange for which OA will assume the AA Liabilities and issue a number of Ordinary Shares in OA ("**Consideration Shares**") to AA ("**Amalgamation**").

The Amalgamation Agreement also provides that OA will make an offer to Shareholders (other than AA) to repurchase a maximum of 10% of the Shares in issue ("**Exit Offer**"), subject to the fulfilment of all the Conditions Precedent that the Amalgamation Agreement may be subject to.

OA, based in Caledon, is a publicly traded agricultural company with diverse interests in agricultural services and inputs, an abattoir, fruit farming, energy, industrial fasteners and mining. OA has a strong presence in the Overberg area of the Western Cape.

AA, based in Somerset West, is a focused agricultural and food investment company with an investment portfolio in agricultural services and inputs, health snacks and dried fruit production, wheat and maize milling and fruit farming. AA has a national presence.

Both OA and AA have substantial investment portfolios that have generated solid returns to Shareholders over time. OA and AA management believes that the two companies' growth strategies and investment portfolios are complementary and that they share similar cultures and values.

OA is a regulated company (as defined in the Companies Act) and transactions to which section 114 of the Companies Act apply is regarded as affected transactions as defined in section 117 of the Companies Act. The Exit Offer may result in a repurchase of more than 5% of the Ordinary Shares and by reason thereof and in terms of section 48(8)(b) of the Companies Act it qualifies as a scheme of arrangement in terms of section 114 of the Companies Act and as an affected transaction in terms of section 117(1)(c)(iii) of the Companies Act.

Scheme scope

KPMG Services Proprietary Limited ("**KPMG**") has been appointed by the Company Board and the Independent Board as the Independent Professional Expert to advise it on whether the terms and conditions of the Exit Offer is fair and reasonable to Shareholders.

Responsibility

The compliance with the Companies Act is the responsibility of the Company Board and the Independent Board. Our responsibility is to report on the terms and conditions of the Exit Offer in compliance with the related provisions of the Companies Act.

We confirm that our Report has been provided to the Company Board in terms of section 114(2) and (3) for distribution by the Company Board to the Shareholders of the Company and to the Independent Board for use by the Independent Board in terms of Regulations 106(7)(h) and 110 for the sole purpose of assisting the Independent Board in forming and expressing an opinion for the benefit of Shareholders.

Definition of the terms "fair" and "reasonable"

A transaction will generally be considered fair to a company's Shareholders if the benefits received by the Shareholders, as a result of the transaction, are equal to or greater than the value surrendered by the Shareholders.

The assessment of fairness is primarily based on quantitative issues. The transaction may be considered fair if the consideration received per share by Shareholders is considered to be equal to or greater than the value surrendered by Shareholders in terms of the transaction.

The assessment of reasonableness is generally based on qualitative considerations surrounding the transaction. Hence, even though the consideration received by Shareholders may be less than the value surrendered by Shareholders, the entire transaction may still be reasonable in certain circumstances after considering other significant qualitative factors.

Information utilised and procedures performed

Key fairness considerations

In arriving at our opinion we have undertaken the following procedures in evaluating the fairness of the Exit Offer:

- obtained an understanding of the structure of the Exit Offer;
- reviewed the terms and conditions of the Exit Offer as recorded in the Amalgamation Agreement and in the Circular;
- reviewed certain publicly available information relating to the OA group of companies, including company announcements and media articles;
- considered the historical performance of OA and its subsidiaries and associates with reference to its audited financial statements for the financial years ended 28 February 2017, 29 February 2016 and 28 February 2015 and the unaudited Management Accounts for the periods ended 28 February 2017 and 31 August 2017;
- held discussions with the Directors and management of OA and its subsidiaries to establish its strategy and considered such other matters as we consider necessary, including assessing the prevailing economic, legal and market conditions in the agricultural and other applicable industries;
- reviewed the financial forecasts for the next three financial years relating to OA's subsidiaries as provided by management, and the basis of the assumptions therein including the prospects of the business. This review included an assessment of the recent historical performance to date as well as the reasonableness of the outlook assumed based on discussions with management;
- assessed the assumptions made against our analysis of future macroeconomic factors, as well as the overall industry outlook;
- considered any further material adjustments to value based on matters arising in the period from 31 August 2017 to the date of this opinion;
- reviewed the reasonableness of material assumptions in the financial forecast relating to:
  - Volume and price growth
  - Gross and trading profit margins
  - Working capital management;
- stress tested the material assumptions applied in the financial forecast which included, *inter alia*, discount rate, exchange rates, future growth in the business, gross and trading profit margins, working capital management and optimisation of the existing asset base;
- evaluated the risks and expected returns associated with OA; and
- performed valuations of OA and its subsidiaries and associates, resulting in a value between R2 208 million and R2 352 million or a minority price between R240.82 and R271.58 with the most likely value of R256.20 per Share.

Key qualitative considerations

In arriving at our opinion we have also considered the following key qualitative considerations in evaluating the reasonableness of the Exit Offer:

- consideration of the rationale for the Exit Offer and the benefits thereof to Shareholders; and
- our understanding of the process followed and the options considered.

Valuation

KPMG performed a valuation of OA to determine whether the Exit Offer represents fair value to Shareholders. The discounted cash flow methodology was the primary valuation methodology employed. This was supplemented with another valuation methodology such as the capitalisation of maintainable earnings before interest, taxation, depreciation and amortisation ("**EV/EBITDA**") methodology.

The valuation was performed taking cognisance of risk and other market and industry factors affecting OA. Additionally, sensitivity analyses were performed considering key assumptions.

The valuation assumed that OA continues as a going concern.

Key value drivers to the primary valuation included the discount rate, exchange rates, future growth in the business segments, operating margins, cost-saving initiatives, working capital management and optimisation of the existing asset base.

Prevailing market and industry conditions were also considered in assessing the risk profile of OA. Sensitivity analyses were performed on key value drivers in arriving at a valuation range.

The valuation is provided solely in respect of this fair and reasonable opinion and should not be used for any other purposes.

Opinion

KPMG has considered the terms and conditions of the Exit Offer and, based upon and subject to the conditions set out herein, is of the opinion that the terms and conditions of the Exit Offer are fair to the Shareholders.

Based on the qualitative considerations set out above, we are of the opinion that the terms and conditions of the Exit Offer are reasonable to Shareholders.

The Exit Offer will comprise a Cash Offer by OA in terms of section 48 of the Companies Act to acquire the Shares of Shareholders who wish to Dispose of their Shares by reason of the Amalgamation Transaction. OA will offer to repurchase a Share at the Exit Offer Price of R256.

We have valued the Shares on a minority basis to be somewhere between R240.82 and R271.58 per Share with the most likely value at R256.20 per Share.

Our opinion is necessarily based upon the information available to us up to 31 August 2017, including in respect of the financial, regulatory, securities market and other conditions and circumstances existing and disclosed to us at the date thereof. We have furthermore assumed that all Conditions Precedent, including any material regulatory, other approvals and consents required in connection with the Exit Offer have been or will be timeously fulfilled and/or obtained.

Accordingly, it should be understood that subsequent developments may affect this opinion, which we are under no obligation to update, revise or reaffirm.

Limiting conditions

This Report is provided to the Company Board and Independent Board in connection with and for the purposes of the Exit Offer for the sole purposes of complying with section 114 of the Companies Act and of assisting the Independent Board in forming and expressing an opinion for the benefit of Shareholders. This opinion is prepared solely for the Company Board and Independent Board for use in the indicated manner and therefore should not be regarded as suitable for use by any other party or give rise to third-party rights. This report and opinion does not purport to cater for each individual Shareholder's perspective, but rather that of the general body of Shareholders. Should a Shareholder be in doubt as to what action to take, he or she should consult an Independent Adviser.

An individual Shareholder's decision may be influenced by his particular circumstances.

We have relied upon and assumed the accuracy of the information used by us in deriving our opinion. Where practical, we have corroborated the reasonability of the information provided to us for the purpose of our opinion, whether in writing or obtained in discussion with management of OA, by reference to publicly available or independently obtained information. While our work has involved an analysis of, *inter alia*, the annual financial statements and other information provided to us, our engagement does not constitute, nor does it include, an audit conducted in accordance with generally accepted auditing standards.

Where relevant, the forecasts of OA relate to future events and are based on assumptions that may or may not remain valid for the whole of the forecast period. Consequently, such information cannot be relied upon to the same extent as that derived from audited financial statements for completed accounting periods. We express no opinion as to how closely the actual future results of OA will correspond to those projected. Where practicable, we compared the forecast financial information to past trends and third-party estimates as well as discussing the assumptions inherent therein with the management of OA and its subsidiaries. On the basis of these enquiries and such other procedures we consider appropriate to the circumstances, we believe that the forecasts have been prepared with due care and consideration.

We have also assumed that the Exit Offer will have the legal, accounting and taxation consequences described in discussions with, and materials furnished to us by, representatives of OA and we express no opinion on such consequences. We have assumed that all agreements that will be entered into in respect of the transaction will be legally enforceable.

Specific additional information pertaining to Companies Act section 114

The table below identifies every type and class of holders of the company's securities affected by the proposed Exit Offer.

Share capital	Authorised	Issued (net of treasury Shares)
Ordinary no par value Shares	10 000 000	7 796 111

Insofar as is known to OA, the Shareholders who beneficially held 5% or more of the issued OA Shares are as follows:

Shareholder	Number of Shares	Per cent
Acorn Agri (Pty) Ltd	1 996 300	25.6%
Total	1 996 300	25.6%

The Exit Offer will not impact the value of a Share as the Exit Offer Price represents fair value. We have not identified any material adverse effects for any Shareholder or any other material adverse effects resulting from the Exit Offer. We have identified the Exit Offer will accordingly have no material adverse effects on the rights or value of Shareholders.

The table below identifies the Directors who each holds more than 1% (whether directly or indirectly) of OA's securities which interest are regarded as material.

	Number of Shares			
Director	Direct	Indirect	Total	Effective shareholding
Carl Neethling	–	89 434	89 434	1.15%
Pierre Malan	–	180 865	180 865	2.32%

Subsequent to the Scheme:

- Acorn Agri (Pty) Ltd and the Directors listed above will not exercise their right to accept the Exit Offer. It is also not possible to determine at this juncture how many Shareholders will accept the Exit Offer. We are consequently not in a position to determine the shareholding of these parties in an instance where some Shareholders exercise their rights.

Copies of sections 115 and 164 of the Companies Act are included as Annexures to the Circular.

Independence, competence and fees

We confirm that we have no direct or indirect interest in any Shares of OA or the Exit Offer. We also confirm that we have the necessary qualifications and competence to provide a fair and reasonable opinion on the Exit Offer.

Furthermore, we confirm that our total professional fees for the two reports and fair and reasonable opinion issued, of approximately R500 000 – R600 000 are not contingent upon the success of the transaction.

Consent

We consent to the inclusion of this letter and the reference to our opinion in the Circular to be issued to Shareholders in the form and context in which it appears and in any required regulatory announcement or documentation.

Jacques Pienaar
Director: Deal Advisory

ANNEXURE B3: REPORT IN RESPECT OF THE SCHEME

The Independent Board of Directors
Overberg Agri Limited
11 Donkin Street
Caledon
7230

21 November 2017

Dear Sirs

Independent Expert's Report in respect of the amalgamation of Overberg Agri Limited and Acorn Agri Proprietary Limited by way of an acquisition of Shares by Overberg Agri Limited in exchange for the issue of Shares by Overberg Agri Limited

Introduction

In this letter words with capital letters, other than words defined in this letter, bear the meanings assigned to them in the Circular by the Independent Board of Overberg Agri Limited ("**OA**") to which this letter will be attached and cognate expressions will bear corresponding meanings.

We were advised of the proposed amalgamation between OA and Acorn Agri (Pty) Ltd ("**AA**") as recorded in the Amalgamation Agreement, in terms whereof:

- OA acquires all of the Sale Assets (including Ordinary Shares issued by OA and held by AA (the "**Repurchase Shares**"), in exchange for which OA will assume the AA Liabilities and issue a number of Shares in OA ("**Consideration Shares**") to AA ("**Amalgamation**"); and
- OA will make an offer to Shareholders (other than AA) to repurchase a maximum of 10% of the Shares in issue ("**Exit Offer**"), subject to the Shareholders' approval of the Amalgamation.

OA, based in Caledon, is a publicly traded agricultural company with diverse interests in agricultural services and inputs, an abattoir, fruit farming, energy, industrial fasteners and mining. OA has a strong presence in the Overberg area of the Western Cape.

AA, based in Somerset West, is a focused agricultural and food investment company with an investment portfolio in agricultural services and inputs, health snacks and dried fruit production, wheat and maize milling and fruit farming. AA has a national presence.

Both OA and AA have substantial investment portfolios that have generated solid returns to Shareholders over time.

OA and AA management believes that the two companies' growth strategies and investment portfolios are complementary and that they share similar cultures and values.

OA is a Regulated Company but the Amalgamation as a whole is not an affected transaction as defined in section 117 of the Companies Act. A portion of the Amalgamation comprising the acquisition by OA of the Repurchase Shares qualifies as a scheme of arrangement subject to the provisions of section 114 of the Companies Act and as such qualifies as an affected transaction. OA must accordingly comply with the Takeover Regulations and Chapter 5 of the Companies Act in respect of that portion of the transaction comprising the acquisition by OA of the Repurchase Shares and the issue of the Scheme Shares by OA as consideration therefor ("**Scheme**"). We have drafted a separate report and opinion in respect of the Scheme.

Despite not being obliged to obtain a fair and reasonable report in respect of the Amalgamation, the Independent Board has nevertheless requested an opinion in terms of Companies Regulation 106(7)(h) ("**Fair and Reasonable Opinion**") in respect of the Amalgamation.

Scope

KPMG Services Proprietary Limited ("**KPMG**") has been appointed by the Independent Board as the Independent Professional Expert to advise it on whether the terms and conditions of the Amalgamation are fair and reasonable to Shareholders.

Responsibility

The compliance with the Companies Act is the responsibility of the Independent Board. Our responsibility is to report on the terms and conditions of the Amalgamation.

We confirm that our fair and reasonable opinion has been provided to the Independent Board for the sole purpose of assisting the Independent Board in forming and expressing an opinion for the benefit of Shareholders.

Definition of the terms "fair" and "reasonable"

A transaction will generally be considered fair to a company's Shareholders if the benefits received by the Shareholders, as a result of the transaction, are equal to or greater than the value surrendered by the Shareholders.

The assessment of fairness is primarily based on quantitative issues. The transaction may be considered fair if the consideration received per share by Shareholders is considered to be equal to or greater than the value surrendered by Shareholders in terms of the transaction.

The assessment of reasonableness is generally based on qualitative considerations surrounding the transaction. Hence, even though the consideration received by Shareholders may be less than the value surrendered by Shareholders, the entire transaction may still be reasonable in certain circumstances after considering other significant qualitative factors.

Information utilised and procedures performed

Key fairness considerations

In arriving at our opinion we have undertaken the following procedures in evaluating the fairness of the Amalgamation:

- obtained an understanding of the structure of the Amalgamation;
- reviewed the terms and conditions of the Amalgamation as recorded in the Amalgamation Agreement and in the Circular;
- reviewed certain publicly available information relating to the OA group of companies, including company announcements and media articles;
- considered the historical performance of OA and its subsidiaries and associates with reference to its audited financial statements for the financial years ended 28 February 2017, 29 February 2016 and 28 February 2015 and the unaudited Management Accounts for the periods ended 28 February 2017 and 31 August 2017;
- considered the historical performance of AA and its subsidiaries and associates with reference to its audited financial statements for the 2017, 2016 and 2015 financial years and the unaudited Management Accounts for the period ended 31 August 2017;
- held discussions with the Directors and management of the OA and AA subsidiaries to establish its strategy and considered such other matters as we consider necessary, including assessing the prevailing economic, legal and market conditions in the agricultural and other applicable industries;
- reviewed the financial forecasts for the next three financial years relating to OA's subsidiaries and AA's subsidiaries as provided by management, and the basis of the assumptions therein including the prospects of the business. This review included an assessment of the recent historical performance to date as well as the reasonableness of the outlook assumed based on discussions with management;
- assessed the assumptions made against our analysis of future macroeconomic factors, as well as the overall industry outlook;
- considered any further material adjustments to value based on matters arising in the period from 31 August 2017 to the date of this opinion;
- reviewed the reasonableness of material assumptions in the financial forecast relating to:
  - Volume and price growth
  - Gross and trading profit margins
  - Working capital management;
- stress tested the material assumptions applied in the financial forecast which included, *inter alia*, discount rate, exchange rates, future growth in the business, gross and trading profit margins, working capital management and optimisation of the existing asset base;
- evaluated the risks and expected returns associated with OA and AA;
- performed valuations of each of the AA subsidiaries and associates, resulting in an aggregate value between R2 109 million and R2 309 million, as well as the OA subsidiaries and associates, resulting in a value between R2 208 million and R2 352 million;
- determined the minority share value per share of OA prior to (between R240.82 and R271.85 with a most likely value of R256.20) and post the amalgamation (between R243.20 and R272.02 with a most likely value of R257.66); and
- calculated the share exchange ratio and compared it to the share exchange ratio suggested by the Amalgamation Agreement.

Key qualitative considerations

In arriving at our opinion, we have also considered the following key qualitative considerations in evaluating the reasonableness of the Amalgamation:

- consideration of the rationale for the Amalgamation and the benefits thereof to Shareholders;
- the strategic benefit to Shareholders of holding Shares in a larger Group, with the potential to list over the short to medium term and the liquidity it would bring to the OA Shares; and
- our understanding of the process followed and the options considered.

Valuation

KPMG performed a valuation of OA and the AA subsidiaries and associates to determine whether the Amalgamation represents fair value to Shareholders. The discounted cash flow methodology was the primary valuation methodology employed. This was supplemented with another valuation methodology such as the capitalisation of maintainable earnings before interest, taxation, depreciation and amortisation ("**EV/EBITDA**") methodology.

The valuation was performed taking cognisance of risk and other market and industry factors affecting OA and AA. Additionally, sensitivity analyses were performed considering key assumptions.

The valuation assumed that OA and AA continue as going concerns.

Appropriate adjustments were made to the financial forecast based on the information and procedures described above and our understanding of the markets in which OA and AA operates.

Key value drivers to the primary valuation included the discount rate, exchange rates, future growth in the business segments, operating margins, cost-saving initiatives, working capital management and optimisation of the existing asset base.

Prevailing market and industry conditions were also considered in assessing the risk profile of OA and AA. Sensitivity analyses were performed on key value drivers in arriving at a valuation range.

The valuation is provided solely in respect of this fair and reasonable opinion and should not be used for any other purposes.

Opinion

KPMG has considered the terms and conditions of the Amalgamation, based upon and subject to the conditions set out herein and is of the opinion that the terms and conditions of the Amalgamation are fair to the Shareholders.

Based on the qualitative considerations set out above, we are of the opinion that the terms and conditions of the Amalgamation are reasonable to Shareholders.

We have determined the post-transaction value of the Shares on a minority basis between R243.20 per Share and R272.02 per Share, with a most likely value of R257.66 per Share, which compares favourably with the value immediately prior to the amalgamation of R256.20 per Share.

Our opinion is necessarily based upon the information available to us up to 31 August 2017, including in respect of the financial, regulatory, securities market and other conditions and circumstances existing and disclosed to us at the date thereof. We have furthermore assumed that all Conditions Precedent, including any material regulatory, other approvals and consents required in connection with the Amalgamation have been or will be timeously fulfilled and/or obtained.

Accordingly, it should be understood that subsequent developments may affect this opinion, which we are under no obligation to update, revise or reaffirm.

Limiting conditions

These opinions are provided to the Independent Board in connection with and for the purposes of the Amalgamation for the sole purpose of assisting the Independent Board in forming and expressing an opinion for the benefit of Shareholders. This opinion is prepared solely for the Independent Board for use in the indicated manner and therefore should not be regarded as suitable for use by any other party or give rise to third-party rights. This opinion does not purport to cater for each individual Shareholder's perspective, but rather that of the general body of Shareholders. Should a Shareholder be in doubt as to what action to take, he or she should consult an Independent Adviser.

An individual Shareholder's decision may be influenced by his particular circumstances.

We have relied upon and assumed the accuracy of the information used by us in deriving our opinion. Where practical, we have corroborated the reasonability of the information provided to us for the purpose of our opinion, whether in writing or obtained in discussion with management of the OA and AA subsidiaries, by reference to publicly available or independently obtained information. While our work has involved an analysis of, *inter alia*, the annual financial statements, and other information provided to us, our engagement does not constitute, nor does it include, an audit conducted in accordance with generally accepted auditing standards.

Where relevant, the forecasts of OA and AA relate to future events and are based on assumptions that may or may not remain valid for the whole of the forecast period. Consequently, such information cannot be relied upon to the same extent as that derived from audited financial statements for completed accounting periods. We express no opinion as to how closely the actual future results of OA and AA will correspond to those projected. Where practicable, we compared the forecast

financial information to past trends and third-party estimates as well as discussing the assumptions inherent therein with the management of OA and AA subsidiaries. On the basis of these enquiries and such other procedures we consider appropriate to the circumstances, we believe that the forecasts have been prepared with due care and consideration.

We have also assumed that the Amalgamation will have the legal, accounting and taxation consequences described in discussions with, and materials furnished to us by, representatives and Advisers of OA and AA and we express no opinion on such consequences. We have assumed that all agreements that will be entered into in respect of the transaction will be legally enforceable.

Independence, competence and fees

We confirm that we have no direct or indirect interest in any Shares of OA or AA or the Amalgamation. We also confirm that we have the necessary qualifications and competence to provide the fair and reasonable opinion on the Amalgamation.

Furthermore, we confirm that our total professional fees for the two reports and Fair and Reasonable Opinion issued, of approximately R500 000 – R600 000 are not contingent upon the success of the transaction.

Consent

We consent to the inclusion of this letter and the reference to our opinion in the Circular to be issued to Shareholders in the form and context in which it appears and in any required regulatory announcement or documentation.

Jacques Pienaar
Director: Deal Advisory

ANNEXURE C: CONSOLIDATED GROUP'S BUSINESS INTERESTS IN SUBSIDIARIES AND ASSOCIATES SUBSEQUENT TO THE AMALGAMATION

SUM OF THE PARTS VALUE AT 31 JULY 2017

	% in portfolio	2017 R
ASSETS		**3 537 645 523**
Investments: Ordinary Shares		
OA Bedrywe	21.5	761 612 004
ACG Fruit	18.4	652 460 640
Pioneer Foods	14.5	511 429 418
Grassroots	9.7	344 082 116
Moov	6.2	218 976 683
BKB	3.9	138 124 814
OA Beleggings Other Assets	2.5	88 886 195
Bontebok Limeworks	2.4	83 153 987
Boltfast	2.2	78 395 738
Bredasdorp Slagpale	1.8	65 162 895
Montagu	2.0	69 210 809
Lesotho Milling	1.4	48 108 098
OA Wealth and Risk Management	1.2	43 167 212
OA Management Services	(0.5)	(17 414 767)
AA Services	(0.3)	(10 133 958)
Investments: Preference Shares		
ACG	3.4	122 000 000
Acorn Manco	3.2	111 449 936
Acorn Manco 2	3.4	120 365 056
Montagu	0.3	10 166 667
Cash and cash equivalents	2.7	96 772 301
Other receivables	0.0	1 669 679
LIABILITIES		1 636 908
Other payables		1 636 908
Net assets		3 536 008 615

ANNEXURE D: SUMMARISED FINANCIAL STATEMENTS OF THE COMPANY

SUMMARY CONSOLIDATED INCOME STATEMENT FOR THE YEAR ENDED 28 FEBRUARY 2017

		GROUP		
		2017 Rm	2016 Rm	2015 Rm
Gross revenue (including direct transactions)	9.77% ▲	**3 164**	2 883	2 687
Revenue (excluding direct transactions)	10.99% ▲	**2 947**	2 655	2 499
Cost of sales		**(2 428)**	(2 194)	(2 077)
Gross profit	12.47% ▲	**519**	461	422
Operating profit	49.51% ▼	**277**	550	179
Net finance costs		**(88)**	(52)	(54)
Profit from equity-accounted investments		**24**	–	–
Profit before taxation	57.29% ▼	**213**	498	125
Taxation		**(52)**	(83)	(27)
Profit for the year from continuing operations	61.19% ▼	**161**	415	98
(Loss)/Profit from discontinued operations		**(9)**	3	3
Profit for the year		**151**	418	101
Headline earnings from continued operations	51.54% ▲	**147**	97	94
Headline earnings from discontinued operations	195.59% ▲	**10**	3	3

SUMMARY CONSOLIDATED STATEMENT OF FINANCIAL POSITION AS AT 28 FEBRUARY 2017

	GROUP		
	2017 Rm	2016 Rm	2015 Rm
ASSETS			
Non-current assets	**2 105**	1 550	1 958
Current assets			
Inventory	**429**	385	359
Trade and other receivables	**893**	629	506
Cash and cash equivalents	**122**	70	34
Other current assets	**47**	34	4
Non-current assets held-for-sale and assets of disposal group	**106**	–	–
Total assets	**3 702**	2 668	2 861
EQUITY AND LIABILITIES			
Equity	**2 113**	1 783	1 849
Non-current liabilities	**257**	229	279
Current liabilities – borrowings and instalment sale agreements	**916**	350	460
Other current liabilities	**385**	306	273
Liabilities of disposal group	**31**	–	–
Total equity and liabilities	**3 702**	2 668	2 861
Weighted average number of issued shares ('000)	**7 553**	7 550	8 389
Treasury shares held by subsidiaries ('000)	**–**	–	839
Net asset value per share, excluding treasury shares (rand)	**280**	236	245

SUMMARY CONSOLIDATED CASH FLOW STATEMENT FOR THE YEAR ENDED 28 FEBRUARY 2017

	GROUP		
	2017 Rm	2016 Rm	2015 Rm
Cash flows from/(utilised in) operating activities	**331**	25	27
Working capital changes	**140**	(108)	(76)
Income tax paid	**(37)**	(38)	(16)
Other	**227**	171	119
Cash flows (utilised in)/from investing activities	**(417)**	179	(32)
Income tax paid on sale of investments	**(1)**	(49)	–
Other	**(416)**	228	(32)
Cash flows from/(utilised in) financing activities	**118**	(168)	(12)
Dividends paid	**(34)**	(45)	(19)
Other	**152**	(123)	7
Net cash increase/(decrease) for the year	**32**	36	(17)
Net cash, cash equivalents and overdrafts at the beginning of the year	**70**	34	51
Net cash, cash equivalents and overdrafts at the end of the year	**102**	70	34

ANNEXURE E

SECTION 1: *PRO FORMA* FINANCIAL INFORMATION OF THE COMPANY (AFTER THE PROPOSED TRANSACTION)

The Company Board is responsible for the preparation of the *pro forma* financial information. The *pro forma* consolidated statement of financial position of the Company Group has been prepared on the assumption that the Proposed Transaction was effected using the consolidated financial position of the Company as at 28 February 2017 and the consolidated statement of financial position of Acorn Agri Group (**"AA Group"**) as at 30 June 2017, while the *pro forma* consolidated statement of comprehensive income has been prepared on the assumption that the Proposed Transaction was effected on 1 July 2016 for AA Group and 1 March 2016 for the Company (i.e. the beginning of the 30 June 2017 financial year of Acorn Agri, and the beginning of the 28 February 2017 financial year of the Company).

Due to its nature the *pro forma* financial information may not fairly present the Company's financial position or results of operations after the Proposed Transaction. The *pro forma* financial information is presented in a manner that is consistent with the accounting policies of the Company.

Shareholders are referred to the notes and assumptions to the *pro forma* financial information and the periods used in the consolidation of the *pro forma* financial information of the Consolidated Group.

STATEMENT OF COMPREHENSIVE INCOME (AFTER THE PROPOSED TRANSACTION)

	1 Overberg Agri Group 28 February 2017 R'000	2 Moov and its Subsidiaries 28 February 2017 R'000
Revenue	2 947 003	2 979 819
Cost of sales	(2 428 256)	(2 802 896)
Gross profit	518 747	176 923
Operating expenses	(302 488)	(103 247)
Sales and marketing cost	(6 675)	(4 581)
Administration cost	(111 457)	(7 165)
Other income	54 781	7 909
Interest revenue	110 437	–
Other profits and losses	14 073	–
Operating profit	277 417	69 839
Financing income	7 837	1 480
Profit from equity-accounted investment	23 614	–
Finance costs	(96 301)	(8 859)
Profit before taxation	212 567	62 459
Taxation	(51 820)	(17 624)
Profit from continuing operations	160 747	44 836
Discontinued operations	(9 412)	–
Profit for the year	151 335	44 836
Other comprehensive income		
Items that may be reclassified to profit or loss		
Available-for-sale financial assets adjustments	201 234	(37)
Income tax relating to items that may be reclassified	(35 792)	–
Total items that may be reclassified to profit or loss	165 442	(37)
Other comprehensive income/(loss) for the year net of taxation	165 442	(37)
Total comprehensive income	316 777	44 799
Profit attributable to:		
Owners of the parent	147 026	22 866
Non-controlling interest	4 309	21 970
	151 335	44 836

Notes and assumptions

1 Column 1 has been extracted, without adjustment, from the audited consolidated statement of comprehensive income of Overberg Agri Limited for the year ended 28 February 2017 prepared in compliance with IFRS and audited by PricewaterhouseCoopers Inc. who issued an unqualified audit opinion thereon. The audited statement of comprehensive income together with the PricewaterhouseCoopers Inc. audit opinion are open for inspection at the Company's offices.

2 Column 2 has been extracted, without adjustment, from the audited consolidated statement of comprehensive income of Moov Fuel Proprietary Limited and its subsidiaries as at 28 February 2017 prepared in compliance with IFRS and audited by PricewaterhouseCoopers Inc. who issued an unqualified audit opinion thereon. The audited statement of comprehensive income together with the PricewaterhouseCoopers Inc. audit opinion are open for inspection at the Company's offices. The acquisition of a controlling stake in Moov Fuel Proprietary Limited and its subsidiaries subsequent to 28 February 2017 has been adjusted in the *pro forma* financial information as a material acquisition after year-end.

3 Column 3 represents the consolidation adjustments relating to the consolidation of Moov Fuel and its subsidiaries as a subsidiary of Overberg Agri for the year ended 28 February 2017. This includes elimination of intergroup transactions.

4 Column 4 has been extracted, without adjustment, from the unaudited *pro forma* consolidated statement of comprehensive income of Acorn Agri Proprietary Limited for the year ended 30 June 2017 as compiled in **Annexure E** section 2.

5 Column 5 represents Overberg Agri consolidation adjustments pertaining to the following:

5.1 intergroup sales of R2 million between group companies;

5.2 intergroup fees relating to Directors and other management services amounting to R1 million;

5.3 intergroup dividends amounting to R19.5 million; and

5.4 elimination of equity-accounted profits relating to that of Overberg Agri in the consolidated statement of comprehensive income of Acorn Agri (R37.5 million).

3 Moov Consolidation adjustments R'000	4 AA Group Consolidated 30 June 2017 R'000	5 AA Group Consolidation adjustments R'000	6 Merger and acquisition costs R'000	7 *Pro forma* Consolidation R'000
–	843 795	(2 187)	–	6 768 430
–	(638 923)	2 187	–	(5 867 887)
–	204 873	–	–	900 543
–	(139 655)	–	–	(545 391)
–	(2)	–	–	(11 258)
–	(12 705)	1 000	(5 150)	(135 477)
–	41 294	(1 000)	–	102 984
–	38 288	(19 572)	–	129 153
–	382	–	–	14 455
–	132 474	(19 572)	(5 150)	455 009
(3 328)	10 542	–	–	16 531
(23 614)	51 456	(42 558)	–	8 898
3 328	(75 543)	–	–	(177 375)
(23 614)	118 929	(62 130)	(5 150)	303 062
–	(8 466)	–	–	(77 910)
(23 614)	110 463	(62 130)	(5 150)	225 152
–	–	–	–	(9 412)
(23 614)	110 463	(62 130)	(5 150)	215 740
–	–	–	–	201 197
–	–	–	–	(35 792)
–	–	–	–	165 405
–	–	–	–	165 405
(23 614)	110 463	(62 130)	(5 150)	381 145
(23 614)	96 687	(72 673)	(5 150)	165 142
–	13 775	10 543	–	50 597
(23 614)	110 463	(62 130)	(5 150)	215 740

6 Column 6 represents non-recurring merger and acquisition cost.

7 Column 7 reflects the *pro forma* statement of comprehensive income after the Proposed Transaction, representing Acorn Agri and Food Limited.

8 The *pro forma* financial information does not include any corporate and/or other transaction after the respective period-ends of the various companies, other than those explicitly stated within the steps of this *pro forma* presentation of financial information.

9 The *pro forma* Earnings Per Share, Headline Earnings Per Share and adjusted Headline Earnings Per Share is disclosed in Section O, paragraph 2.8. The average number of Shares after the Proposed Transaction of 13 803 932 were used for these calculations.

STATEMENT OF FINANCIAL POSITION (AFTER THE PROPOSED TRANSACTION)

	1	2
	Overberg Agri Group 28 February 2017 R'000	Moov and its Subsidiaries 28 February 2017 R'000
ASSETS		
Non-current assets	**2 104 680**	**306 342**
Property, plant and equipment	476 512	132 678
Investment property	15 788	171 173
Intangible assets (including goodwill)	139 781	–
Investment in associate	327 184	–
Available-for-sale investments	977 239	2 433
Biological assets	2 862	–
Trade and other receivables	161 811	–
Deferred tax asset	3 503	58
Loans to group companies	–	–
Current assets	**1 490 846**	**179 168**
Inventories	428 648	25 817
Trade and other receivables	892 796	122 294
Loans to group companies	45 355	674
Current tax asset	678	8 457
Loans and other receivables	1 437	3 071
Cash and cash equivalents	121 932	18 855
Non-current assets held for sale and assets of disposal groups	106 135	–
Total assets	**3 701 661**	**485 510**
EQUITY AND LIABILITIES		
Equity	**2 081 268**	**199 444**
Share capital	76 727	11 684
Reserves	502 719	(11)
Retained income	1 501 822	187 771
Non-controlling interest	32 075	–
	2 113 343	199 444
Liabilities		
Non-current liabilities	**256 548**	**94 841**
Borrowings	25 551	55 754
Post-retirement medical liability	14 621	–
Provisions	954	–
Deferred tax liability	213 004	19 271
Loans from associated companies	–	–
Instalment sale agreements	1 361	15 198
Trade and other payables	1 057	4 618
Current liabilities	**1 300 428**	**191 225**
Loans from group companies	–	48 656
Borrowings	916 010	20 425
Current tax liability	5 942	–
Instalment sale agreements	172	5 711
Post-retirement medical liability	1 743	–
Dividends payable	–	–
Loans from Shareholders	–	–
Bank overdraft	25 197	20 641
Trade and other payables	351 364	95 792
Liabilities of disposal group	31 342	–
Total liabilities	**1 588 318**	**286 066**
Total equity and liabilities	**3 701 661**	**485 510**

3 Moov Consoli-dation entries R'000	4 AA Group Consolidated 30 June 2017 R'000	5 AA Group Consoli-dation entries R'000	6 ACG Associate to Subsidiary R'000	7 Other Consoli-dation entries R'000	8 Manco 2 Share issue R'000	9 Merger and acquisition costs R'000	10 *Pro forma* Consoli-dation R'000
(101 716)	2 450 535	(331 300)	(150 000)	(1 105)	120 365	–	4 397 801
–	540 245	–	–	–	–	–	1 149 435
–	–	–	–	–	–	–	186 961
75 468	316 969	105 398	–	–	–	–	637 615
(177 184)	467 821	(436 698)	(150 000)	–	–	–	31 123
–	218 605	–	–	–	120 365	–	1 318 642
–	776 569	–	–	–	–	–	779 431
–	–	–	–	(1 105)	–	–	160 706
–	124 443	–	–	–	–	–	128 004
–	5 883	–	–	–	–	–	5 883
(45 355)	534 934	–	–	(88 373)	–	(5 150)	2 066 070
–	108 338	–	–	–	–	–	562 803
–	222 624	–	–	(88 373)	–	–	1 149 341
(45 355)	–	–	–	–	–	–	674
–	13 971	–	–	–	–	–	23 106
–	129	–	–	–	–	–	4 637
–	189 872	–	–	–	–	(5 150)	325 509
–	–	–	–	–	–	–	106 135
(147 071)	2 985 469	(331 300)	(150 000)	(89 478)	120 365	(5 150)	6 570 006
(199 444)	1 740 887	(331 300)	(14 824)	–	120 365	(5 150)	3 591 246
(11 684)	1 335 979	73 608	–	–	120 365	–	1 606 679
11	–	–	–	–	–	–	502 719
(187 771)	404 908	(404 908)	(14 824)	–	–	(5 150)	1 481 848
97 728	214 822	–	(135 176)	–	–	–	209 449
(101 716)	1 955 709	(331 300)	(150 000)	–	120 365	(5 150)	3 800 695
–	745 694	–	–	(1 105)	–	–	1 095 977
–	711 494	–	–	–	–	–	792 799
–	–	–	–	–	–	–	14 621
–	–	–	–	–	–	–	954
–	7 934	–	–	–	–	–	240 209
–	3 402	–	–	–	–	–	3 402
–	17 636	–	–	(1 105)	–	–	33 090
–	5 227	–	–	–	–	–	10 902
(45 355)	284 066	–	–	(88 373)	–	–	1 641 992
(45 355)	–	–	–	–	–	–	3 301
–	114 356	–	–	(86 892)	–	–	963 898
–	5 345	–	–	–	–	–	11 287
–	3 622	–	–	–	–	–	9 505
–	–	–	–	–	–	–	1 743
–	–	–	–	–	–	–	–
–	–	–	–	–	–	–	–
–	12 138	–	–	–	–	–	57 976
–	148 606	–	–	(1 481)	–	–	594 282
–	–	–	–	–	–	–	31 342
(45 355)	1 029 760	–	–	(89 478)	–	–	2 769 311
(147 071)	2 985 469	(331 300)	(150 000)	(89 478)	120 365	(5 150)	6 570 006

Notes and assumptions

1 Column 1 has been extracted, without adjustment, from the audited consolidated statement of financial position of Overberg Agri Limited as at 28 February 2017 prepared in compliance with IFRS and audited by PricewaterhouseCoopers Inc. who issued an unqualified audit opinion thereon. The audited statement of financial position together with the PricewaterhouseCoopers Inc. audit opinion are open for inspection at the Company's offices.

2 Column 2 has been extracted, without adjustment, from the audited consolidated statement of financial position of Moov Fuel Proprietary Limited and its subsidiaries as at 28 February 2017 prepared in compliance with IFRS and audited by PricewaterhouseCoopers Inc. who issued an unqualified audit opinion thereon. The audited statement of financial position together with the PricewaterhouseCoopers Inc. audit opinion are open for inspection at the Company's offices.

3 Column 3 represents the step-up acquisition regarding Moov Fuel Proprietary Limited and its subsidiaries, from investment in associate to subsidiary change in control. Intergroup loans have also been eliminated.

4 Column 4 has been extracted, without adjustment, from the unaudited *pro forma* consolidated statement of financial position of Acorn Agri Proprietary Limited as at 30 June 2017 as compiled in **Annexure E** section 2.

5 Column 5 represents the *pro forma* acquisition entries of Acorn Agri Proprietary Limited and Overberg Agri Limited Amalgamation:

5.1 For the purpose of the *pro forma* presentation the agreed market value of the sale assets were used. The actual transactional amount could be different in terms of the Regulations impacting the purchase price as specified in the Contract and Closing Date.

6 Column 6 represents the *pro forma* entries for eliminating the investment in associate from an Overberg Agri Limited perspective relating to ACG Fruit Proprietary Limited.

7 Column 7 represents Overberg Agri Consolidation adjustments pertaining to the following:

7.1 elimination of intergroup debtor and creditors; and

7.2 elimination of intergroup loans.

8 Column 8 represents the Subscription of Preference Shares relating to Manco 2 (refer to Section O of the Circular) and the issue of new Shares to Manco 2 (refer to Section O of the Circular). Contractual terms and conditions still have to be finalised.

9 Column 9 represents non-recurring merger and acquisition cost.

10 Column 10 reflects the *pro forma* statement of financial position after the Proposed Transaction, representing Acorn Agri and Food Limited.

11 The *pro forma* financial information does not include any corporate and/or other transaction after the respective period-ends of the various companies, other than those explicitly stated within the steps of this *pro forma* presentation of financial information.

12 The *pro forma* financial information reflects the assumption that no Shareholder of Overberg Agri Limited would opt for the Exit Offer as part of this transaction and described in Section H of the Circular.

13 The Preference Share investments relating to Manco 1 and Manco 2 are considered full recourse loans.

14 The *pro forma* net asset value per share and net tangible asset value per share is disclosed in Section O, paragraph 2.8. The issued number of Shares after the Proposed Transaction of 13 803 932 were used for these calculations.

ANNEXURE E

SECTION 2: *PRO FORMA* FINANCIAL INFORMATION OF ACORN AGRI

Set out below is the *pro forma* statements of comprehensive income and financial position relating to Acorn Agri and its subsidiaries.

The Directors are responsible for the preparation of the *pro forma* financial information of AA Group.

STATEMENT OF COMPREHENSIVE INCOME

		Consolidation adjustments				
	1	2	3	4	5	6
	Acorn Agri 30 June 2017 R	Montagu 30 June 2017 R	Grassroots 30 June 2017 R	ACG 30 June 2017 R	AA Group Consolidation adjustments R	AA Group Consolidation 30 June 2017 R
Revenue	–	250 447 078	287 477 756	318 666 543	(12 795 960)	843 795 417
Cost of sales	–	(181 331 242)	(193 365 030)	(277 022 241)	12 795 960	(638 922 553)
Gross profit	–	69 115 836	94 112 726	41 644 302	–	204 872 864
Operating expenses	(4 920 592)	(51 466 698)	(42 132 832)	(49 840 201)	8 704 891	(139 655 432)
Sales and marketing cost	(1 600)	–	–	–	–	(1 600)
Administration cost	(12 705 297)	–	–	–	–	(12 705 297)
Other income	8 704 891	177 241	15 741 046	25 375 748	(8 704 891)	41 294 035
Interest revenue	47 996 502	–	–	–	(9 708 616)	38 287 886
Other profits and losses	381 788	–	–	–	–	381 788
Operating profit	39 455 692	17 826 379	67 720 940	17 179 849	(9 708 616)	132 474 244
Financing income	8 222 777	5 525	2 695 888	–	(382 335)	10 541 855
Profit from equity-accounted investment	145 954 350	–	–	–	(94 498 585)	51 455 765
Finance costs	–	(2 856 915)	(1 248 651)	(71 819 690)	382 335	(75 542 921)
Profit before taxation	193 632 819	14 974 989	69 168 177	(54 639 842)	(104 207 201)	118 928 942
Taxation	(2 384 903)	(4 219 492)	(17 161 082)	15 299 156	–	(8 466 321)
Profit from continuing operations	191 247 915	10 755 497	52 007 095	(39 340 686)	(104 207 201)	110 462 620
Discontinued operations	–	–	–	–	–	–
Profit for the year	191 247 915	10 755 497	52 007 095	(39 340 686)	(104 207 201)	110 462 620
Attributable to:						
Owners of the parent	191 247 915	7 905 290	30 538 566	(28 797 382)	(104 207 201)	96 687 188
Non-controlling interest	–	2 850 207	21 468 529	(10 543 304)	–	13 775 432
	191 247 915	10 755 497	52 007 095	(39 340 686)	(104 207 201)	110 462 620

Notes and assumptions

1 Column 1 has been extracted, without adjustment, from the audited consolidated statement of comprehensive income of Acorn Agri Proprietary Limited for the year ended 30 June 2017 prepared in compliance with IFRS and audited by Exceed (Cape Town) Incorporated who issued an unqualified audit opinion thereon. The audited statement of comprehensive income together with the Exceed (Cape Town) Incorporated audit opinion are open for inspection at the Company's offices.

2 Column 2 has been extracted, without adjustment, from the audited consolidated statement of comprehensive income of Montagu Dried Fruit & Nuts Proprietary Limited for the year ended 30 June 2017 prepared in compliance with IFRS for SMEs and audited by Boshoff Visser Swellendam Incorporated who issued an unqualified audit opinion thereon. The audited statement of comprehensive income together with the Boshoff Visser Swellendam Incorporated audit opinion are open for inspection at the Company's offices.

3 Column 3 has been extracted, without adjustment, from the unaudited consolidated management accounts statement of comprehensive income of Grassroots Group Holdings Proprietary Limited for the twelve months ended 30 June 2017 prepared in compliance with IFRS for SMEs. Grassroots Group Holdings Proprietary Limited's year-end is 30 September. The latest audited financial statements for the year ending 30 September 2017 are available for inspection at the Company's offices.

4 Column 4 has been extracted, without adjustment, from the unaudited consolidated management accounts statement of comprehensive income of ACG Fruit Proprietary Limited for the nine months, since acquisition, ended 30 June 2017

prepared in compliance with IFRS. ACG Fruit Proprietary Limited's year-end is 31 October. The latest unaudited financial statements are for the year ending 31 October 2016 and available for inspection at the Company's offices.

5 Column 5 represents Acorn Agri consolidation adjustments pertaining to the following:

 5.1 intergroup sales of R12.8 million between Montagu Dried Fruit & Nuts Proprietary Limited and Grassroots Group Holdings Proprietary Limited;

 5.2 intergroup fees relating to directors and other management services amounting to R8.7 million;

 5.3 intergroup dividends amounting to R14 million;

 5.4 elimination of a fair value adjustment (R147.5 million) relating to accounting permitted under Investment Entity consolidation per IFRS 10 to the accounting policies of Overberg Agri Limited;

 5.5 accounting for attributable earnings (R41.7 million) from associates under IAS 28 and the accounting policies of Overberg Agri Limited. This amount is based upon unaudited management accounts for the period 1 July 2016 to 30 June 2017; and

 5.6 intergroup finance charges amounting to R380 000.

6 Column 6 represents the *pro forma* consolidated statement of comprehensive income for the year ended 30 June 2017 of Acorn Agri Proprietary Limited.

7 The *pro forma* financial information does not include any corporate and/or other transaction after the respective period-ends of the various companies, other than those explicitly stated within the steps of this *pro forma* presentation of financial information.

8 Differences between IFRS and IFRS for SMEs have been assessed as immaterial for purposes of the *pro forma* financial information.

9 The following unaudited amounts were used in determining the equity-accounted profit on associates Overberg Agri Limited (25.6%) and Lesotho Mining (25.1%):

 9.1 Overberg Agri Limited: net profit after tax of R166 243 000 for the period 1 July 2016 to 30 June 2017; and

 9.2 Lesotho Mining: net profit after tax of R4 169 000 for the period 1 July 2016 to 30 June 2017.

STATEMENT OF FINANCIAL POSITION

	1	2, 3	2, 4	2, 5	6	7
		Consolidated journals				
	Acorn Agri 30 June 2017 R'000	Montagu 30 June 2017 R'000	Grassroots 30 June 2017 R'000	ACG 30 June 2017 R'000	AA Group Consolidation adjustments R'000	AA Group Consolidation 30 June 2017 R'000
ASSETS						
Non-current assets	1 634 190	(8 943)	(20 817)	985 538	(139 433)	2 450 535
Property, plant and equipment	–	25 509	63 865	450 872	–	540 245
Investment property	–	–	–	–	–	–
Intangible assets	–	28 534	191 008	97 426	–	316 969
Investment in subsidiaries	820 707	(63 214)	(283 470)	(474 023)	–	–
Investment in associate	467 821	–	–	–	–	467 821
Available-for-sale investments	336 229	–	–	12 376	(130 000)	218 605
Biological assets	–	–	1 218	775 351	–	776 569
Deferred tax asset	–	228	680	123 535	–	124 443
Loans to group companies/shareholders	9 433	–	5 883	–	(9 433)	5 883
Current assets	107 723	103 335	145 476	182 823	(4 424)	534 934
Inventories	–	53 455	27 433	27 450	–	108 338
Trade and other receivables	16 198	38 332	42 465	130 052	(4 424)	222 624
Current tax asset	61	459	1 091	12 359	–	13 971
Loans and other receivables	–	129	–	–	–	129
Cash and cash equivalents	91 464	10 960	74 487	12 962	–	189 872
Total assets	1 741 913	94 392	124 659	1 168 361	(143 857)	2 985 469
EQUITY AND LIABILITIES						
Equity	1 740 887	10 000	–	120 000	(130 000)	1 740 887
Share capital	1 335 979	–	–	–	–	1 335 979
Preference shares	–	10 000	–	120 000	(130 000)	–
Reserves	–	–	–	–	–	–
Retained income	404 908	–	–	–	–	404 908
Non-controlling interest	–	12 503	65 001	137 318	–	214 822
	1 740 887	22 503	65 001	257 318	(130 000)	1 955 709
Liabilities						
Non-current liabilities	–	19 590	16 399	723 562	(13 857)	745 694
Borrowings	–	5 569	–	705 925	–	711 494
Deferred tax liability	–	1 186	6 748	–	–	7 934
Loans from associated companies/shareholders	–	12 835	–	–	(9 433)	3 402
Instalment sale agreements	–	–	–	17 636	–	17 636
Trade and other payables	–	–	9 651	–	(4 424)	5 227
Current liabilities	1 026	52 299	43 259	187 482	–	284 066
Borrowings	–	3 011	–	111 345	–	114 356
Current tax liability	–	–	5 345	–	–	5 345
Instalment sale agreements	–	–	3 622	–	–	3 622
Bank overdraft	–	12 138	–	–	–	12 138
Trade and other payables	1 026	37 150	34 293	76 137	–	148 606
Total liabilities	1 026	71 889	59 658	911 044	(13 857)	1 029 760
Total equity and liabilities	1 741 913	94 392	124 659	1 168 362	(143 857)	2 985 469

Notes and assumptions

1 Column 1 has been extracted, without adjustment, from the audited consolidated statement of financial position of Acorn Agri Proprietary Limited as at 30 June 2017 prepared in compliance with IFRS for SMEs and audited by Exceed (Cape Town) Incorporated who issued an unqualified audit opinion thereon. The audited statement of financial position together with the Exceed (Cape Town) Incorporated audit opinion are open for inspection at the Company's offices.

2 It is assumed that Acorn Agri Proprietary Limited ceased to be an investment entity on 30 June 2017. IFRS 10 para 30, paras B100 and B101 provides guidance in ceasing to be an investment entity, and all subsidiaries should be consolidated on this date.

For subsidiaries that had been measured at fair value through profit or loss:

- apply the acquisition method under IFRS 3: Business Combinations;
- the date of change in status shall be the deemed acquisition date; and
- the fair value on the deemed acquisition date shall represent the transferred deemed consideration when measuring any goodwill or any gain arising from the deemed acquisition.

3 Column 2 represents the *pro forma* effect on applying the acquisition method under IFRS 3 as described above in note 2. The audited consolidated statement of financial position was used for this purpose. The audited consolidated statement of financial position of Montagu Dried Fruit & Nuts Proprietary Limited as at 30 June 2017 prepared in compliance with IFRS for SMEs and audited by Boshoff Visser Swellendam Incorporated who issued an unqualified audit opinion thereon. The audited statement of financial position together with the Boshoff Visser Swellendam Incorporated audit opinion are open for inspection at the Company's offices.

4 Column 3 represents the *pro forma* effect on applying the acquisition method under IFRS 3 as described above in note 2. The unaudited consolidated statement of financial position was used for this purpose. The unaudited consolidated statement of financial position of Grassroots Group Holdings Proprietary Limited as at 30 June 2017 prepared in compliance with IFRS for SMEs.

5 Column 4 represents the *pro forma* effect on applying the acquisition method under IFRS 3 as described above in note 2. The unaudited consolidated statement of financial position was used for this purpose. The unaudited consolidated statement of financial position of ACG Fruit Proprietary Limited as at 30 June 2017 prepared in compliance with IFRS.

6 Column 5 represents Acorn Agri Consolidation adjustments pertaining to the following:

6.1 elimination of intergroup debtors and creditors amounting to R1.4 million;

6.2 elimination of intergroup loans amounting to R10 million; and

6.3 elimination of intergroup Preference Share capital amounting to R130 million.

7 Column 6 represents the *pro forma* consolidated statement of financial position as at 30 June 2017 of Acorn Agri Proprietary Limited.

8 The *pro forma* financial information does not include any corporate and/or other transaction after the respective period-ends of the various companies, other than those explicitly stated within the steps of this *pro forma* presentation of financial information.

9 Differences between IFRS and IFRS for SMEs have been assessed as immaterial for purposes of the *pro forma* financial information.

ANNEXURE F : REASONABLE ASSURANCE REPORT ON THE *PRO FORMA* FINANCIAL INFORMATION OF THE COMPANY BY THE INDEPENDENT REPORTING ACCOUNTANT TO THE COMPANY

Board of Directors
Overberg Agri Limited
11 Donkin Street
Caledon
7230

Independent reporting accountant's assurance report on the compilation of *Pro Forma* Financial Information of Overberg Agri Limited

Introduction

Overberg Agri Limited (the "**Company**") is issuing a Circular to its Shareholders (the "**Circular**") regarding the amalgamation transaction with Acorn Agri ("**the Proposed Transaction**").

At your request and for the purposes of the Circular to be dated on or about 7 February 2018, we present our assurance report on the compilation of the *pro forma* financial information of the Company to the directors. The *pro forma* financial information, presented in **Annexure E** and paragraph 2 of Section O to the Circular, consists of the *pro forma* statement of financial position as at 28 February 2017, the *pro forma* statement of comprehensive income for the 12 months ended 28 February 2017 and the *pro forma* financial effects taking into account the *pro forma* statement of financial position of Acorn Agri (Pty) Ltd and its subsidiaries as at 30 June 2017 and the *pro forma* statement of comprehensive income for the 12 months ended 30 June 2017 (the "***Pro Forma* Financial Information**"). The *Pro Forma* Financial Information has been compiled on the basis as set out in **Annexure E** and paragraph 2 of Section O and in compliance with of the Companies Act of South Africa (the "**Companies Act**").

The *Pro Forma* Financial Information has been compiled by the directors to illustrate the impact, adjusted for the Proposed Transaction on the Company's reported financial position as at 28 February 2017 and the Company's financial performance for the period then ended. As part of this process, information about the Company's financial position and financial performance has been extracted by the directors from the Company's financial statements for the year ended 28 February 2017, on which an audit report has been published.

Directors' responsibility

The directors of the Company are responsible for the compilation, contents and presentation of the *Pro Forma* Financial Information on the basis as described in **Annexure E** and paragraph 2 of Section O and in compliance with the Companies Act. The directors of the Company are also responsible for the financial information from which it has been prepared.

Our independence and quality control

We have complied with the independence and other ethical requirements of the Code of Professional Conduct for Registered Auditors issued by the Independent Regulatory Board for Auditors ("**IRBA Code**"), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Code is consistent with the International Ethics Standards Board for Accountants Code of Ethics for Professional Accountants (Part A and B).

The firm applies International Standard on Quality Control and, accordingly, maintains a comprehensive system of quality control including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Reporting accountant's responsibility

Our responsibility is to express an opinion about whether the *Pro Forma* Financial Information has been compiled, in all material respects, by the directors on the basis specified in the Companies Act based on our procedures performed. We conducted our engagement in accordance with the International Standard on Assurance Engagements (ISAE) 3420, *Assurance Engagements to Report on the Compilation of* Pro Forma *Financial Information Included in a Prospectus*. This standard requires that we plan and perform our procedures to obtain reasonable assurance about whether the *Pro Forma* Financial Information has been compiled, in all material respects, on the basis specified in the Companies Act.

For purposes of this engagement, we are not responsible for updating or reissuing any reports or opinions on any historical financial information used in compiling the *Pro Forma* Financial Information, nor have we, in the course of this engagement, performed an audit or review of the financial information used in compiling the *Pro Forma* Financial Information.

As the purpose of *Pro Forma* Financial Information included in a Circular is solely to illustrate the impact of a significant corporate action or event on unadjusted financial information of the entity as if the corporate action or event had occurred or had been undertaken at an earlier date selected for purposes of the illustration, we do not provide any assurance that the actual outcome of the event or transaction would have been as presented.

A reasonable assurance engagement to report on whether the *Pro Forma* Financial Information has been compiled, in all material respects, on the basis of the applicable criteria involves performing procedures to assess whether the applicable criteria used in the compilation of the *Pro Forma* Financial Information provides a reasonable basis for presenting the significant effects directly attributable to the corporate action or event, and to obtain sufficient appropriate evidence about whether:

- the related *pro forma* adjustments give appropriate effect to those criteria; and
- the *Pro Forma* Financial Information reflects the proper application of those adjustments to the unadjusted financial information.

Our procedures selected depend on our judgement, having regard to our understanding of the nature of the company, the corporate action or event in respect of which the *Pro Forma* Financial Information has been compiled, and other relevant engagement circumstances.

Our engagement also involves evaluating the overall presentation of the *Pro Forma* Financial Information.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Opinion

In our opinion, the *Pro Forma* Financial Information has been compiled, in all material respects, on the basis set out in **Annexure E** and paragraph 2 of Section O and in compliance with the Companies Act.

PricewaterhouseCoopers Inc.
Director: A Stemmet
Registered Auditor
Cape Town

18 January 2018

ANNEXURE G: SECTIONS 115 AND 164 OF THE COMPANIES ACT

"115: Required approval for transactions contemplated in Part A

1. Despite section 65, and any provision of a company's Memorandum of Incorporation, or any resolution adopted by its board or holders of its securities, to the contrary, a company may not dispose of, or give effect to an agreement or series of agreements to dispose of, all or the greater part of its assets or undertaking, implement an amalgamation or a merger, or implement a scheme of arrangement, unless—
   (a) the disposal, amalgamation or merger, or scheme of arrangement—
      (i) has been approved in terms of this section; or
      (ii) is pursuant to or contemplated in an approved business rescue plan for that company, in terms of Chapter 6; and
   (b) to the extent that Parts B and C of this Chapter and the Takeover Regulations apply to a company that proposes to—
      (i) dispose of all or the greater part of its assets or undertaking;
      (ii) amalgamate or merge with another company; or
      (iii) implement a scheme of arrangement,

   the Panel has issued a compliance certificate in respect of the transaction, in terms of section 119(4)(b), or exempted the transaction in terms of section 119(6).
2. A proposed transaction contemplated in subsection (1) must be approved—
   (a) by a Special Resolution adopted by persons entitled to exercise voting rights on such a matter, at a meeting called for that purpose and at which sufficient persons are present to exercise, in aggregate, at least 25% of all of the voting rights that are entitled to be exercised on that matter, or any higher percentage as may be required by the company's Memorandum of Incorporation, as contemplated in section 64(2); and
   (b) by a Special Resolution, also adopted in the manner required by paragraph (a), by the shareholders of the company's holding company if any, if—
      (i) the holding company is a company or an external company;
      (ii) the proposed transaction concerns a disposal of all or the greater part of the assets or undertaking of the subsidiary; and
      (iii) having regard to the consolidated financial statements of the holding company, the disposal by the subsidiary constitutes a disposal of all or the greater part of the assets or undertaking of the holding company; and
   (c) by the court, to the extent required in the circumstances and manner contemplated in subsections (3) to (6).
3. Despite a resolution having been adopted as contemplated in subsections (2)(a) and (b), a company may not proceed to implement that resolution without the approval of a court if—
   (a) the resolution was opposed by at least 15% of the voting rights that were exercised on that resolution and, within five Business Days after the vote, any person who voted against the resolution requires the company to seek court approval; or
   (b) the court, on an application within 10 Business Days after the vote by any person who voted against the resolution, grants that person leave, in terms of subsection (6), to apply to a court for a review of the transaction in accordance with subsection (7).
4. For the purposes of subsections (2) and (3), any voting rights controlled by an acquiring party, a person related to an acquiring party, or a person acting in concert with either of them, must not be included in calculating the percentage of voting rights—
   (a) required to be present or actually present, in determining whether the applicable quorum requirements are satisfied; or
   (b) required to be voted in support of a resolution, or actually voted in support of the resolution.

4A. In subsection (4), 'act in concert' has the meaning set out in section 117(1)(b).

5. If a resolution requires approval by a court as contemplated in terms of subsection (3)(a), the company must either—
   (a) within 10 Business Days after the vote, apply to the court for approval, and bear the costs of that application; or
   (b) treat the resolution as a nullity.

6. On an application contemplated in subsection (3)(b), the court may grant leave only if it is satisfied that the applicant—
   (a) is acting in good faith;
   (b) appears prepared and able to sustain the proceedings; and
   (c) has alleged facts which, if proved, would support an order in terms of subsection (7).
7. On reviewing a resolution that is the subject of an application in terms of subsection (5)(a), or after granting leave in terms of subsection (6), the court may set aside the resolution only if—
   (a) the resolution is manifestly unfair to any class of holders of the company's securities; or
   (b) the vote was materially tainted by conflict of interest, inadequate disclosure, failure to comply with the Act, the Memorandum of Incorporation or any applicable rules of the company, or other significant and material procedural irregularity.
8. The holder of any voting rights in a company is entitled to seek relief in terms of section 164 if that person—
   (a) notified the company in advance of the intention to oppose a Special Resolution contemplated in this section; and
   (b) was present at the meeting and voted against that Special Resolution.
9. If a transaction contemplated in this Part has been approved, any person to whom assets are, or an undertaking is, to be transferred, may apply to a court for an order to effect—
   (a) the transfer of the whole or any part of the undertaking, assets and liabilities of a company contemplated in that transaction;
   (b) the allotment and appropriation of any shares or similar interests to be allotted or appropriated as a consequence of the transaction;
   (c) the transfer of shares from one person to another;
   (d) the dissolution, without winding-up, of a company, as contemplated in the transaction;
   (e) incidental, consequential and supplemental matters that are necessary for the effectiveness and completion of the transaction; or
   (f) any other relief that may be necessary or appropriate to give effect to, and properly implement, the amalgamation or merger."

"164: Dissenting shareholders' appraisal rights

1. This section does not apply in any circumstances relating to a transaction, agreement or offer pursuant to a business rescue plan that was approved by shareholders of a company, in terms of section 152.
2. If a company has given notice to shareholders of a meeting to consider adopting a resolution to—
   (a) amend its Memorandum of Incorporation by altering the preferences, rights, limitations or other terms of any class of its shares in any manner materially adverse to the rights or interests of holders of that class of shares, as contemplated in section 37(8); or
   (b) enter into a transaction contemplated in section 112, 113, or 114,

   that notice must include a statement informing shareholders of their rights under this section.
3. At any time before a resolution referred to in subsection (2) is to be voted on, a dissenting shareholder may give the company a written notice objecting to the resolution.
4. Within 10 Business Days after a company has adopted a resolution contemplated in this section, the company must send a notice that the resolution has been adopted to each shareholder who—
   (a) gave the company a written notice of objection in terms of subsection (3); and
   (b) has neither—
      (i) withdrawn that notice; or
      (ii) voted in support of the resolution.
5. A shareholder may demand that the company pay the shareholder the fair value for all of the shares of the company held by that person if—
   (a) the shareholder—
      (i) sent the company a notice of objection, subject to subsection (6); and

(ii) in the case of an amendment to the company's Memorandum of Incorporation, holds shares of a class that is materially and adversely affected by the amendment;

(b) the company has adopted the resolution contemplated in subsection (2); and

(c) the shareholder—

(i) voted against that resolution; and

(ii) has complied with all of the procedural requirements of this section.

6. The requirement of subsection (5)(a)(i) does not apply if the company failed to give notice of the meeting, or failed to include in that notice a statement of the shareholder's rights under this section.

7. A shareholder who satisfies the requirements of subsection (5) may make a demand contemplated in that subsection by delivering a written notice to the company within—

(a) 20 Business Days after receiving a notice under subsection (4); or

(b) if the shareholder does not receive a notice under subsection (4), within 20 Business Days after learning that the resolution has been adopted.

8. A demand delivered in terms of subsections (5) to (7) must also be delivered to the Panel, and must state:

(a) the shareholder's name and address;

(b) the number and class of shares in respect of which the shareholder seeks payment; and

(c) a demand for payment of the fair value of those shares.

9. A shareholder who has sent a demand in terms of subsections (5) to (8) has no further rights in respect of those shares, other than to be paid their fair value, unless—

(a) the shareholder withdraws that demand before the company makes an offer under subsection (11), or allows an offer made by the company to lapse, as contemplated in subsection (12)(b);

(b) the company fails to make an offer in accordance with subsection (11) and the shareholder withdraws the demand; or

(c) the company, by a subsequent Special Resolution, revokes the adopted resolution that gave rise to the shareholder's rights under this section.

10. If any of the events contemplated in subsection (9) occur, all of the shareholder's rights in respect of the shares are reinstated without interruption.

11. Within five business days after the later of—

(a) the day on which the action approved by the resolution is effective;

(b) the last day for the receipt of demands in terms of subsection (7)(a); or

(c) the day the company received a demand as contemplated in subsection (7)(b), if applicable, the company must send to each shareholder who has sent such a demand a written offer to pay an amount considered by the company's directors to be the fair value of the relevant shares, subject to subsection (16), accompanied by a statement showing how that value was determined.

12. Every offer made under subsection (11)—

(a) in respect of shares of the same class or series must be on the same terms; and

(b) lapses if it has not been accepted within 30 business days after it was made.

13. If a shareholder accepts an offer made under subsection (12)—

(a) the shareholder must either in the case of—

(i) shares evidenced by certificates, tender the relevant share certificates to the company or the company's transfer agent; or

(ii) uncertificated shares, take the steps required in terms of section 53 to direct the transfer of those shares to the company or the company's transfer agent; and

(b) the company must pay that shareholder the agreed amount within 10 business days after the shareholder accepted the offer and—

(i) tendered the share certificates; or

(ii) directed the transfer to the company of uncertificated shares.

14. A shareholder who has made a demand in terms of subsections (5) to (8) may apply to a court to determine a fair value in respect of the shares that were the subject of that demand, and an order requiring the company to pay the shareholder the fair value so determined, if the company has—

    (a) failed to make an offer under subsection (11); or

    (b) made an offer that the shareholder considers to be inadequate, and that offer has not lapsed.

15. On an application to the court under subsection (14)—

    (a) all dissenting shareholders who have not accepted an offer from the company as at the date of the application must be joined as parties and are bound by the decision of the court;

    (b) the company must notify each affected dissenting shareholder of the date, place and consequences of the application and of their right to participate in the court proceedings; and

    (c) the court—

        (i) may determine whether any other person is a dissenting shareholder who should be joined as a party;

        (ii) must determine a fair value in respect of the shares of all dissenting shareholders, subject to subsection (16);

        (iii) in its discretion may—

            (aa) appoint one or more appraisers to assist it in determining the fair value in respect of the shares; or

            (bb) allow a reasonable rate of interest on the amount payable to each dissenting shareholder from the date the action approved by the resolution is effective, until the date of payment;

        (iv) may make an appropriate order of costs, having regard to any offer made by the company, and the final determination of the fair value by the court; and

        (v) must make an order requiring—

            (aa) the dissenting shareholders to either withdraw their respective demands or to comply with subsection (13)(a); and

            (bb) the company to pay the fair value in respect of their shares to each dissenting shareholder who complies with subsection (13)(a), subject to any conditions the court considers necessary to ensure that the company fulfils its obligations under this section.

15A. At any time until the court has made an order contemplated in subsection (15)(c)(v), a dissenting shareholder may accept the offer made by the company in terms of subsection (11), in which case—

    (a) that shareholder must comply with the requirements of subsection 13(a); and

    (b) the company must comply with the requirements of subsection 13(b).

16. The fair value in respect of any shares must be determined as at the date on which, and time immediately before, the company adopted the resolution that gave rise to a shareholder's rights under this section.

17. If there are reasonable grounds to believe that compliance by a company with subsection (13)(b), or with a court order in terms of subsection (15)(c)(v)(bb), would result in the company being unable to pays its debts as they fall due and payable for the ensuing 12 months—

    (a) the company may apply to a court for an order varying the company's obligations in terms of the relevant subsection; and

    (b) the court may make an order that—

        (i) is just and equitable, having regard to the financial circumstances of the company; and

        (ii) ensures that the person to whom the company owes money in terms of this section is paid at the earliest possible date compatible with the company satisfying its other financial obligations as they fall due and payable.

18. If the resolution that gave rise to a shareholder's rights under this section authorised the company to amalgamate or merge with one or more other companies, such that the company whose shares are the subject of a demand in terms of this section has ceased to exist, the obligations of that company under this section are obligations of the successor to that company resulting from the amalgamation or merger.

19. For greater certainty, the making of a demand, tendering of shares and payment by a company to a shareholder in terms of this section do not constitute a distribution by the company, or an acquisition of its shares by the company within the meaning of section 48, and therefore are not subject to—

(a) the provisions of that section; or

(b) the application by the company of the solvency and liquidity test set out in section 4.

20. Except to the extent—

(a) expressly provided in this section; or

(b) that the Panel rules otherwise in a particular case,

a payment by a company to a shareholder in terms of this section does not obligate any person to make a comparable offer under section 125 to any other person."

OVERBERG AGRI LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 1998/001018/06)
(the "**Company**")

NOTICE OF GENERAL MEETING

In this Notice of General Meeting unless the contrary appears from the context, words and phrases used will have the defined meanings given thereto in the Circular of which this Notice of General Meeting forms part.

A NOTICE

Notice is hereby given, in terms of section 62(1) of the Companies Act, that a shareholders' meeting ("**General Meeting**") of the Shareholders of the Company will be held at 10:00 on Friday, 9 March 2018 at Caledon Hotel and Spa, 1 Nerina Street, Caledon, 7230, for the purpose of considering and, if deemed fit, to pass, with or without modification, the resolutions set out below.

B WHO MAY ATTEND AND VOTE?

The record date for purposes of determining which Shareholders are entitled to receive this Notice is determined in terms of section 59(1)(a) of the Companies Act as being Friday, 2 February 2018.

The date on which Shareholders must be recorded as such in the Register for purposes of being entitled to attend and vote at the General Meeting is determined in terms of section 59(1)(b) of the Companies Act as being Tuesday, 6 March 2018 ("**Voting Record Date**").

If you are a registered Shareholder as at the Voting Record Date –

- you may attend the General Meeting in person, or in the case of a Shareholder who is a company or other corporate body, duly represented by an authorised representative; or
- alternatively, you may appoint one or more proxies to represent you at the General Meeting. Any appointment of a proxy must be
  - (i) effected by using the attached Form of Proxy *(green)*; and
  - (ii) delivered in accordance with the instructions contained in the attached Form of Proxy *(green)*.

A proxy need not be a Shareholder.

Companies and other corporate bodies (including trusts and partnerships) that are Shareholders may, instead of completing a Form of Proxy, appoint representatives to represent them and exercise all of their Shareholder rights at the General Meeting by giving written notice of the appointment of the representative to the Company. The notice must, unless proof to the reasonable satisfaction of the Company Secretary of the authority of the representative to act on behalf of the Shareholder has previously been furnished to the Company, be accompanied by a duly certified copy of the resolution/s or other authorities in terms of which the representative is appointed. The notice, together with the duly certified copy of the resolution/s or other authorities in terms of which the representative is appointed, must be delivered to the Company for the attention of the Company Secretary (A Steyn), to be received on or before 10:00 on Friday, 9 March 2018, by hand or registered mail or email to - physical address: 11 Donkin Street, Caledon, 7230 or postal address: P.O. Box 50, Caledon, 7230 or email address: annmaries@overbergagri.co.za.

Section 63(1) of the Companies Act requires that any person or other Entity who wishes to attend or participate in the General Meeting must present reasonably satisfactory identification at the General Meeting. Any Shareholder or proxy or representative who intends to attend or participate at the General Meeting must therefore be able to present reasonably satisfactory identification at the General Meeting in order for such Shareholder or proxy or representative to attend and participate at the General Meeting. A bar-coded identification document or an identity card issued by the South African Department of Home Affairs, a driver's license or a valid passport will be accepted as sufficient identification.

ELECTRONIC PARTICIPATION

Shareholders are advised in terms of section 63(3) of the Companies Act, that while the General Meeting will be held in person, Shareholders (or their proxies) may participate in (but not vote at) the General Meeting by electronic communication,

as contemplated in section 63(2) of the Companies Act, and Shareholders or their proxies will be able, at their own expense, to participate in (but not vote at) the General Meeting by means of a teleconference facility.

Arrangements to participate in the General Meeting by teleconference facility should be made through the office of the Company Secretary (telephone number 028 214 3824, email address annmaries@overbergagri.co.za) by no later than 17:00 on 23 February 2018.

Shareholders who wish to participate in (but not vote at) the General Meeting by way of a teleconference call (i) will be required to provide reasonably satisfactory identification; and (ii) will be billed separately by their own telephone service providers for their telephone call to participate in the General Meeting; provided that Shareholders and their proxies will not be able to vote telephonically at the General Meeting and will still need to appoint a proxy to vote on their behalf at the General Meeting.

C APPROVALS REQUIRED FOR RESOLUTIONS AND MANNER OF VOTING

The Ordinary Resolutions contained in this Notice require the approval of more than 50% of the votes exercised on the resolutions by Shareholders present or represented by proxy at the General Meeting.

The Special Resolutions contained in this Notice require the approval of at least 75% of the votes exercised on the resolutions by Shareholders present or represented by proxy at the General Meeting.

All voting will be done by way of a poll. On a poll, every Shareholder shall have one vote for every Share held in the Company by such Shareholder.

Abstaining from voting will for the purpose of determining the number of votes exercised in support of a resolution, not be deemed as a vote exercised in support of a resolution nor as a vote exercised against a resolution nor as a vote exercised in any other manner.

D SECTION 115

In terms of section 115 (2)(a) of the Companies Act, in order for Special Resolutions 4 and 5 recorded hereunder (being Special Resolutions prescribed by section 115 (2)(a) of the Companies Act) to be adopted –

- Shareholders entitled to exercise at least 25% of the voting rights that are entitled to be exercised on the abovementioned Special Resolutions must be present or represented by proxy at the General Meeting; and
- it must be approved by the adoption of Special Resolutions by persons entitled to exercise voting rights on those Special Resolutions. No Shareholders will be disqualified by section 115(4) of the Companies Act from exercising their voting rights in respect of those Special Resolutions.

Section 115(3) of the Companies Act also in certain circumstances, gives Shareholders who opposed the adoption of the Special Resolutions 4 and 5 recorded hereunder the right to require the Company to seek Court approval for Special Resolutions 4 and/or 5 or to apply to the Court for leave to apply to the Court for a review of Special Resolutions 4 and/or 5.

A copy of section 115 of the Companies Act is included as **Annexure G** to the Circular to which this Notice is attached.

E SECTION 164

In terms of section 164 of the Companies Act, any Shareholder who is opposed to Special Resolutions 4 and 5 recorded hereunder may take steps to require the Company to acquire that Shareholder's Shares in the Company in consideration for the fair value thereof. Shareholders are referred to Section N of the Circular to which this Notice is attached, for a more complete summary of these provisions. Furthermore, a copy of section 64 of the Companies Act is included in **Annexure G** to the Circular to which this Notice is attached. In this regard Shareholders are reminded that the Exit Offer can be accepted by a Shareholder who is opposed to those resolutions.

F PURPOSE OF THE GENERAL MEETING

The purpose of the General Meeting is to consider and, if approved, to adopt with or without modification, the resolutions set out below.

The reasons for and effects of the Special Resolutions set out below are recorded in the Circular to which this Notice is attached.

1 SPECIAL RESOLUTION NUMBER 1: CONVERSION

"Resolved, as a Special Resolution proposed by the Company Board in terms of Regulation 31(6) of the Companies Regulations, that the conversion of all the Ordinary Shares with a par value in the share capital of the Company and comprising of all such authorised, issued and unissued Shares into Ordinary Shares having no par value, without altering the substance of the specific rights and privileges associated with each such Ordinary Share, is approved so that with effect from the conversion of those Shares, the Ordinary Shares having no par value will have the same rights and privileges associated with and granted to the Ordinary Shares with a par value in terms of the Existing MOI of the Company, and that

with effect from the date and time that the Notice of Amendment in respect of this Special Resolution Number 1 is Filed with the CIPC:

clause 1 of Schedule "1" to the Existing MOI be amended to read as follows:

'1. The Company is authorised to issue 10,000,000 ordinary Shares, having no par value and having the preferences, rights, limitations and other terms contemplated in clause 6.1.1 of the Memorandum of Incorporation to which this schedule is Schedule 1.'"

Regulation 31

A report ("**Report**") on the conversion of the Company's Shares from Ordinary Shares with a par value of 15 cents to Ordinary Shares having no par value is attached to this Notice as Annexure A. The Shareholders should take note of and consider the provisions of the Report when considering Special Resolution 1.

A copy of this Notice and the Report is being Filed with the CIPC and delivered to SARS at the same time as this Notice and the Report are being delivered to Shareholders, in compliance with Regulation 31(8)(b) of the Companies Regulations.

Shareholders are referred to Section I of the Circular for the reasons for and effect of the adoption of Special Resolution 1.

2 SPECIAL RESOLUTION NUMBER 2: INCREASE IN AUTHORISED ORDINARY SHARE CAPITAL

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolution 1 above, and that if the Notice of Amendment in respect thereof has been Filed with the CIPC, the number of authorised Ordinary Shares having no par value of the Company is increased from 10,000,000 to 10,000,000,000 Ordinary Shares having no par value by the creation of an additional 9,990,000,000 Ordinary Shares having no par value, having the same rights and privileges as the existing Ordinary Shares having no par value, and that with effect from the date and time that the Notice of Amendment in respect of this Special Resolution is Filed with the CIPC:

clause 1 of Schedule "1" to the MOI of the Company be amended to read as follows:

"1. The Company is authorised to issue 10,000,000,000 ordinary Shares, having no par value and having the preferences, rights, limitations and other terms contemplated in clause 6.1.1 of the Memorandum of Incorporation to which this schedule is Schedule 1."

Shareholders are referred to Section J of the Circular for the reasons for and effect of the adoption of Special Resolution 2.

3 SPECIAL RESOLUTION NUMBER 3: ADOPTION OF NEW MOI

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolutions 1 and 2 above, and that the Notices of Amendment in respect thereof have been Filed with the CIPC in accordance with section 16(1)(c) of the Companies Act, the New MOI, annexed as Annexure B to the Notice, is hereby adopted in substitution for the Existing MOI (as amended in terms of Special Resolutions 1 and 2 above) with effect from the date and time that the Notice of Amendment in respect of this Special Resolution is Filed with the CIPC."

Shareholders are referred to Section L of the Circular for the reasons for and effect of the adoption of Special Resolution 3.

4 SPECIAL RESOLUTION NUMBER 4: SCHEME

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolutions 1 and 2 above and that the Notices of Amendment in respect thereof have been Filed with the CIPC, and subject to the adoption of Special Resolution 6 hereunder, (i) the Company be and is hereby authorised, by way of a specific authority, in terms of the Companies Act and the MOI of the Company, to acquire the Repurchase Shares (being 1,997,270 Ordinary Shares) from Acorn Agri, in exchange for the issue of the Scheme Shares (being 1,997,270 Ordinary Shares) by the Company to Acorn Agri; (ii) the Company, in compliance with its obligation to issue the Scheme Shares to Acorn Agri and in compliance with the obligation of Acorn Agri to deliver the Scheme Shares to the Acorn Agri Shareholders, issue the Scheme Shares directly to the Acorn Agri Shareholders (in accordance with their rights in terms of the Distribution) and that the issue of the Scheme Shares is approved in terms of section 41 (to the extent applicable) of the Companies Act; (iii) the decision by the Company Board that the Company acquires the Repurchase Shares on the foregoing terms is hereby approved in terms of sections 48(8), 114(4) and 115(2)(a) of the Companies Act; and (iv) the Company Board is authorised to take all the steps and actions required to implement this Special Resolution."

Shareholders are referred to paragraphs 7 and 8 of Section G of the Circular for the reasons for and effect of the adoption of Special Resolution 4.

The Independent Expert Report in respect of the Scheme in terms of section 114(3) of the Companies Act is annexed to the Circular as **Annexure B**.

5 SPECIAL RESOLUTION NUMBER 5: EXIT OFFER

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolutions 1, 2, 4 above and 6 hereunder, the Company be and is hereby authorised, by way of a specific authority, in terms of the Companies Act and the MOI of the Company, to acquire up to the Maximum Exit Number (being 779,611 Ordinary Shares) from Shareholders at the Exit Offer Price (being R256 per Ordinary Share), and that the decision by the Company Board that the Company acquires those Ordinary Shares on those terms is hereby approved in terms of sections 48(8), 114(4) and 115(2)(a) of the Companies Act."

Shareholders are referred to Section H of the Circular for the reasons for and effect of the adoption of Special Resolution 5.

The Independent Expert Report in terms of section 114(3) of the Companies Act in respect of the Exit Offer is annexed to the Circular as **Annexure B**.

6 SPECIAL RESOLUTION NUMBER 6: APPROVAL OF THE AMALGAMATION AGREEMENT AND ALLOTMENT AND ISSUE OF CONSIDERATION SHARES AND GRASSROOTS CONSIDERATION SHARES

"Resolved as a Special Resolution proposed by the Company Board that (i) the conclusion by the Company of the Amalgamation Agreement with Acorn Agri is approved and ratified; (ii) subject to the passing of Special Resolutions 1, 2, 4 and 5 above, the issue by the Company of the Consideration Shares (which could amount to in excess of 7,534,915 Shares) and, where applicable, the Grassroots Consideration Shares, to Acorn Agri in exchange for the transfer of the Sale Assets (less a portion of the Sale Assets with a value equal to the Acorn Agri Liabilities) to the Company on the terms and conditions recorded in the Amalgamation Agreement and any additional terms and conditions that the Company Board may deem fit, is approved in terms of section 41(1) of the Companies Act (to the extent applicable) and in terms of section 41(3) of the Companies Act; (iii) the Company, in compliance with its obligation to issue the Consideration Shares to Acorn Agri and in compliance with the obligation of Acorn Agri to Distribute and deliver the Consideration Shares to the Acorn Agri Shareholders, issue the Consideration Shares (except the Post-Closing Consideration Shares) directly to the Acorn Agri Shareholders (in accordance with their rights in terms of the Distribution) and that such an issue of the Consideration Shares (except the Post-Closing Consideration Shares) is approved in terms of section 41(1) of the Companies Act (to the extent applicable) and in terms of section 41(3) of the Companies Act; (iv) the issue by the Company of Shares to the Grassroots Transferors in exchange for their Grassroots Shares as envisaged in clause 21.7.1 of the Amalgamation Agreement and, where applicable, the issue of additional Shares to the Grassroots Transferors provided for and calculated in terms of clauses 21.7.2 and 21.7.3 of the Amalgamation Agreement on any additional terms and conditions that the Company Board may deem fit, are approved in terms of section 41(1) of the Companies Act (to the extent applicable) and in terms of section 41(3) of the Companies Act; and (v) the Company and the Company Board are authorised to take all the steps and actions required to issue those Consideration Shares and, where applicable, the Grassroots Consideration Shares, Grassroots Transferors Shares and any of the other Shares referred to in this Special Resolution."

Shareholders are referred to Section G of the Circular for the reasons for and effect of the adoption of Special Resolution 6.

7 SPECIAL RESOLUTION NUMBER 7: FINANCIAL ASSISTANCE

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolution 6 above, the Company may in accordance with sections 44 and 45 of the Companies Act provide financial assistance to Acorn Agri Successor Shareholders and/or Company Successor Shareholders in the form of the indemnities granted to them in clauses 16 and 17 of the Amalgamation Agreement, and the Company and the Company Board are authorised to take all the steps and actions required to implement such indemnities."

Shareholders are referred to paragraph 9 of Section G of the Circular for the reasons for and effect of the adoption of Special Resolution 7.

8 SPECIAL RESOLUTION NUMBER 8: ADDITIONAL ISSUE OF SHARES

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolutions 1 and 2 above, and the Filing of the Notices of Amendment in respect thereof with the CIPC, and the adoption of Special Resolutions 6 and 7 above, the issue by the Company of Breach Shares to Acorn Agri Successor Shareholders and/or Company Successor Shareholders is approved, to the extent applicable, in terms of sections 44, 45, 41(1) and 41(3) of the Companies Act and the Company Board is authorised to take all the steps and actions required to issue those Breach Shares to Acorn Agri Successor Shareholders and/or are Company Successor Shareholders, as the case may be."

Shareholders are referred to paragraph 9 of Section G of the Circular for the reasons for and effect of the adoption of Special Resolution 8.

9 SPECIAL RESOLUTION NUMBER 9: ISSUE OF SHARES TO ACORN MANCO 2

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolutions 1 and 2 above, and that the Notices of Amendment in respect thereof have been Filed with the CIPC, and the adoption of Special Resolution 6 above, the issue by the Company of a number of Shares determined in accordance with the Acorn Manco 2 Pref Formula at a subscription consideration per Share equal to the Consideration Share Value is approved to the extent applicable, in terms of sections 44, 41(1) and 41(3) of the Companies Act and the Company Board is authorised to take all the steps and actions required to issue those Shares to Acorn Manco 2."

Shareholders are referred to paragraph 4 of Section O of the Circular for the reasons for and effect of the adoption of Special Resolution 9.

10 SPECIAL RESOLUTION NUMBER 10: ACORN MANCO 2 FINANCIAL ASSISTANCE

"Resolved as a Special Resolution proposed by the Company Board that, subject to the adoption of Special Resolutions 6 and 9 above, the Company may in accordance with sections 44 and 45 of the Companies Act provide financial assistance to Acorn Manco 2 in the form of the subscription by the Company for a number of preference shares to be issued by Acorn Manco 2 at an aggregate subscription consideration equal to the aggregate subscription consideration that will be payable by Acorn Manco 2 for the subscription by Acorn Manco 2 of the Shares described in Special Resolution 9 above, the Acorn Manco 2 Subscription Agreement is hereby approved and ratified and the Company Board is authorised to take all the steps and actions required to implement such a subscription"

Shareholders are referred to paragraph 4 of Section O of the Circular for the reasons for and effect of the adoption of Special Resolution 10.

11 SPECIAL RESOLUTION NUMBER 11: SHARE SPLIT

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolutions 1, 2 and 6 above, the Company be and is hereby authorised, in terms of section 41(3) the Companies Act and the MOI of the Company, to achieve an effective split of each Ordinary Share by way of the allotment and issue of nine fully paid up Ordinary Shares as capitalisation Shares to each Shareholder for every Share held by it on the Share Split Date, and that the Company will capitalise 1 cent of its reserves for each such Share being issued, and the Company Board is authorised to take all the steps and actions required to issue those Ordinary Shares which issue will only take place after the Share Split Date."

Shareholders are referred to Section K of the Circular for the reasons and effect of the adoption of Special Resolution 11.

12 SPECIAL RESOLUTION NUMBER 12: NAME CHANGE

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolution 6 above, the name of the Company be changed to "Acorn Agri and Food ", the name of the Company where it appears on page 1 of the MOI of the Company be changed to reflect the name "Acorn Agri and Food ", and the Company Board is authorised to take all the steps and to implement that name change with effect from the Closing Date or as soon as possible thereafter."

Shareholders are referred to paragraph 14.3 of Section G of the Circular for the reasons for and effect of the adoption of Special Resolution 12.

13 SPECIAL RESOLUTION NUMBER 13: OVERBERG AGRI BEDRYWE NAME CHANGE

"Resolved as a Special Resolution proposed by the Company Board that, subject to the passing of Special Resolutions 6 and 12 above, the name of Overberg Agri Bedrywe be changed to "Overberg Agri", the name of Overberg Agri Bedrywe where it appears on page 1 of the MOI of that company be changed to reflect the name "Overberg Agri", and the Company Board is authorised to take all the steps and to implement that name change with effect from the Closing Date or as soon as possible thereafter."

Shareholders are referred to paragraph 14.3 of Section G of the Circular for the reasons for and effect of the adoption of Special Resolution 13.

14 ORDINARY RESOLUTION NUMBER 1: ELECTION OF DIRECTOR

"Resolved as an Ordinary Resolution that Cobus Visser, being Ysbrand Jacobus Visser (identity number: 670217 5025 084) be elected as a director of the Company with effect from the date of the Consideration Share Distribution."

15 ORDINARY RESOLUTION NUMBER 2: ELECTION OF DIRECTOR

"Resolved as an Ordinary Resolution that Buckley McGrath, being James Buckley McGrath (identity number: 580413 5102 085) be elected as a director of the Company with effect from the date of the Consideration Share Distribution."

16 ORDINARY RESOLUTION NUMBER 3: ELECTION OF DIRECTOR

"Resolved as an Ordinary Resolution that Johan van der Merwe, being Johannes Hendrik Petrus van der Merwe (identity number: 650226 5034 081) be elected as a director of the Company with effect from the date of the Consideration Share Distribution."

17 ORDINARY RESOLUTION NUMBER 4: ELECTION OF DIRECTOR

"Resolved as an Ordinary Resolution that 1 person nominated by Acorn Agri by the Closing Date be elected as a director of the Company with effect from the date of the Consideration Share Distribution"."

18 ORDINARY RESOLUTION NUMBER 5: GENERAL AUTHORITY

"Resolved as an Ordinary Resolution that the Company Secretary or any director of the Company be and is hereby authorised to do (or cause to be done) all such things, and sign (or cause to be signed) all such documents and instruments, as may be desirable or necessary to give effect to all or any of Special Resolutions above."

On behalf of the Company Board

Caledon

Registered address
11 Donkin Street
Caledon
7230

____
Douw de Kock
Chairman of the Company Board

7 February 2018

REPORT

REPORT PREPARED BY THE COMPANY BOARD IN RELATION TO THE CONVERSION OF ORDINARY SHARES WITH A PAR VALUE OF 15 CENTS EACH INTO ORDINARY SHARES HAVING NO PAR VALUE IN TERMS OF REGULATIONS 31(7) AND 31(8) IN RESPECT OF THE SPECIAL RESOLUTIONS TO APPROVE THE CONVERSION SET OUT IN THE NOTICE OF THE GENERAL MEETING

1 INTRODUCTION

1.1 Pursuant to the provisions of Regulation 31 of the Companies Regulations, the Company Board recommends the conversion of the Ordinary Shares with a par value of 15 cents each into Ordinary Shares having no par value.

1.2 The Circular and the Notice of the General Meeting record the requirements of Regulation 31 of the Companies Regulations for the conversion of the Ordinary Shares with a par value of 15 cents each into Ordinary Shares having no par value.

1.3 This Report is given in compliance with the provisions of Regulation 31(7) and 31(8) of the Companies Regulations and in respect of the Special Resolutions to approve the Conversion set out in the Notice of the General Meeting.

2 FURTHER INFORMATION AND EFFECT

Set out below is the disclosures required to be made to Shareholders as contemplated in Regulation 31(7) of the Companies Regulations:

2.1 **Information that may affect the value of Ordinary Shares when converted into Ordinary Shares having no par value**

The value of each of the existing Ordinary Shares with a par value will be unaffected by the conversion thereof into Ordinary Shares having no par value as none of the underlying rights of Shareholders will be affected by such conversion.

2.2 **Classes of Shareholders of the Company's Shares affected by the Conversion**

The conversion of the Ordinary Shares with a par value into Ordinary Shares having no par value will only affect the Shareholders. The Company only has Ordinary Shares with a par value and has no other class of Shares.

2.3 **Material effects that the Conversion will have on the rights of Shareholders**

None of the rights that Ordinary Shareholders hold by virtue of the Ordinary Shares with a par value held by them will be affected by the conversion of the Ordinary Shares into the Ordinary Shares having no par value.

2.4 **Material adverse effects of the Conversion**

There will be no material adverse effects as a result of the conversion of the Ordinary Shares with a par value into Ordinary Shares having no par value and no compensation will be payable by reason of such conversion.

3 GENERAL

In terms of Regulation 31(8)(b) of the Companies Regulations, a copy of this report will be Filed with the CIPC and the South African Revenue Service at the same time that this report is published to the Shareholders.

On behalf of the Company Board

DG de Kock
Chairman of the Company Board

7 February 2018

ANNEXURE B TO NOTICE OF GENERAL MEETING

This is the Memorandum of Incorporation adopted by way of a Special Resolution in accordance with section 16(1)(c) of the Companies Act No 71 of 2008 on ______________________________________ and has been initialled by the chairperson for purposes of identification.

____

Chairperson

COMPANIES AND INTELLECTUAL PROPERTY COMMISSION

REPUBLIC OF SOUTH AFRICA

MEMORANDUM OF INCORPORATION

of

OVERBERG AGRI LIMITED

(Registration Number 1998/001018/06)

being a profit company which is classified as a Public Company

(“**Company**”)

The Company has adopted this unique form of Memorandum of Incorporation and, accordingly, the prescribed standard form of Memorandum of Incorporation for profit companies which is contained in the Companies Regulations 2011 shall not apply to the Company.

This Memorandum of Incorporation replaces the memorandum of incorporation (as defined in the Companies Act) of the Company that was in existence at the time of adoption of this Memorandum of Incorporation.

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PART A – THE MOI AND RULES

1 INTERPRETATION

In this MOI, article headings are used for convenience only and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention,

1.1 an expression that denotes –

1.1.1 any gender, includes the other genders;

1.1.2 a natural person, includes an artificial or Juristic person and *vice versa*;

1.1.3 the singular, includes the plural and *vice versa*;

1.2 the following expressions shall bear the meanings assigned to them below and cognate expressions shall bear corresponding meanings, –

1.2.1 "**Agri Food Business**" means any business in the agricultural and food sectors including any business that forms part of the entire value chain which includes primary farming, businesses that supply goods and services to farms or agricultural businesses, financing of farms or agricultural businesses, processing of agricultural products, the storage, distribution and selling (including exporting) of agricultural products, and the retailing of agricultural or food products;

1.2.2 "**AA Services**" – Acorn Agri Services Limited, registration number 2002/022151/06, a limited liability Public Company duly incorporated in accordance with the laws of South Africa;

1.2.3 "**Acorn Agri**" – Acorn Agri Proprietary Limited, registration number 2012/207432/07, a limited liability Private Company duly incorporated in accordance with the laws of South Africa;

1.2.4 "**Agriculturist**" – an Individual who, as certified by a registered accountant or auditor, is involved in farming, including but not limited to cultivating soil, raising livestock or producing crops and who directly or indirectly receives at least 51% of his income from agriculture, provided that such certification need only be provided to the Company once, namely when that Individual is for the first time nominated to stand for election as a Director in terms of article 32;

1.2.5 "**ARC**" – The ARC Fund, an *en commandite* partnership established in South Africa;

1.2.6 "**Board**" – the board of Directors of the Company for the time being;

1.2.7 "**Bedrywe**" – Overberg Agri Bedrywe Proprietary Limited, registration number 1997/021082/07, a limited liability Private Company duly incorporated in accordance with the laws of South Africa;

1.2.8 "**Business Day**" – any calendar day which is not a Saturday, a Sunday or an official public holiday in South Africa;

1.2.9 "**Closing Date**" – the first date, after the Filing Date, on which the Company has issued more than 4,000,000 Shares to the shareholders of Acorn Agri;

1.2.10 "**Companies Act**" – the Companies Act No 71 of 2008 and all Regulations;

1.2.11 "**Company**" – the company defined as such on the front page of this MOI;

1.2.12 "**Company Security**" – a Security issued or authorised to be issued by the Company, which shall include a Share;

1.2.13 "**Competitor**" – any Entity whose business comprise of or includes any form of Agri Food Business or any Entity which directly or indirectly holds any shares or other interest in another Entity whose business comprise of or includes any form of Agri Food Business or any other Entity that competes with the Company or with any Portfolio Company;

1.2.14 "**Director**" – a director of the Company;

1.2.15 "**Filing Date**" – the date after the OA General Meeting that the Commission has in writing acknowledged that this MOI has been Filed with the Commission;

1.2.16 "**Fund Value**" – the net asset value of the Company as determined by the Manager on a quarterly basis, and verified by the Independent Auditor in accordance with the provisions of the Management Agreement, which determination will be made by (i) calculating the fair market value of the assets of the Company, using a valuation methodology that accords with the International Private Equity and Venture Capital Valuation (IPEV) guidelines and (ii) deducting the total liabilities of the Company, including accrued liabilities;

1.2.17 "**Independent Auditors**" – independent auditors or expert valuers as appointed by the Board for the purpose of determining the Fund Value;

1.2.18 “**Legal Representative**” – any Person who has submitted proof (which is satisfactory to the Board) of his appointment (and, to the extent required by the Board, the continuation of that appointment) as –

1.2.18.1 an executor of the estate of a deceased Shareholder, or a curator, guardian or trustee of a Shareholder whose estate has been sequestrated or who is otherwise under any disability;

1.2.18.2 the liquidator of any Shareholder that is a body corporate in the course of being wound-up; or

1.2.18.3 the business rescue practitioner of any Shareholder which is a company undergoing business rescue proceedings;

1.2.19 “**Management Agreement**” – any agreement in existence from time to time between the Manager and AA Services (and which may or may not include other parties) in terms whereof the Manager provides management and/or other services to AA Services;

1.2.20 “**Manager**” - Acorn Private Equity Proprietary Limited, registration number 2009/017511/07, a limited liability Private Company duly incorporated in accordance with the laws of South Africa;

1.2.21 “**Memorandum of Incorporation**” or “**MOI**” – the memorandum of incorporation (as defined in the Companies Act) of the Company, being this document (and including any schedules hereto), as amended or replaced from time to time;

1.2.22 “**OA General Meeting**” – the last General Meeting of Shareholders of the Company held prior to the Closing Date;

1.2.23 “**Ordinary Resolution**” – an ordinary resolution (as defined in the Companies Act) of the Shareholders entitled to exercise Voting Rights in relation to such resolution, passed in accordance with the Companies Act and the provisions of this MOI;

1.2.24 “**Ordinary Share**” – an ordinary share of the Company, having the preferences, rights, limitations and other terms contemplated in article 9 and authorised in terms of Schedule 1 hereto;

1.2.25 “**Ordinary Shareholder**” – a holder of an Ordinary Share who is entered as such in the Securities Register of the Company;

1.2.26 “**Person**” or “**Entity**” – includes any natural or juristic person, association, business, close corporation, company, concern, enterprise, firm, partnership, joint venture, trust, undertaking, voluntary association, body corporate, and any similar entity, in any jurisdiction;

1.2.27 “**Portfolio Company**” – any company or Entity in which the Company directly or indirectly holds shares or an interest from time to time;

1.2.28 “**Regulations**” – the Companies Regulations of 2011, and any other regulations made in terms of the Companies Act for so long as they remain of force and effect;

1.2.29 “**Securities**” – collectively –

1.2.29.1 Shares, debentures, notes, bonds, units or other instruments, irrespective of their form or title (including any options thereon and rights thereto); and

1.2.29.2 anything falling within the meaning of “securities”, as defined in section 1 of the Financial Markets Act No 19 of 2012,

and “**Security**” shall be construed accordingly;

1.2.30 “**Security Holder**” – the holder of a Company Security who is entered as such in the Securities Register of the Company;

1.2.31 “**Share**” – a share (as defined in the Companies Act) issued by the Company, which shall include an Ordinary Share;

1.2.32 “**Shareholder**” – the holder of any issued Ordinary Share or any other issued Share and who is entered as such in the Securities Register of the Company;

1.2.33 “**South Africa**” – the Republic of South Africa;

1.2.34 “**Specially Protected Matters**” – the specially protected matters set out in Schedule 2 hereto;

1.2.35 “**Special Resolution**” – a special resolution (as defined in the Companies Act) of the Shareholders entitled to exercise Voting Rights in relation to such resolution, passed in accordance with the Companies Act and the provisions of this MOI;

1.2.36 “**Transfer Form**” – a duly executed and completed unconditional and irrevocable written confirmation of any transfer of Securities in such form as may have been determined by the Board for this purpose or, failing such determination, in such form as may be customary and in compliance with any applicable law;

1.3 any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the date of adoption of this MOI by way of a Special Resolution, and as amended or substituted from time to time;

1.4 if any provision in a definition is a substantive provision conferring a right or imposing an obligation on any Person, then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this MOI;

1.5 where any term is defined within a particular article other than this article 1, that term shall bear the meaning ascribed to it in that article wherever it is used in this MOI;

1.6 where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;

1.7 any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, calendar months or calendar years respectively;

1.8 the use of the word "**including**", "**includes**" or "**include**", followed by a specific example/s, shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of that general wording or those specific example/s;

1.9 any capitalised word or expression that is not otherwise defined in this MOI shall be construed in accordance with the Companies Act. For the avoidance of doubt, it is recorded that any reference to "**Present at such Meeting**" or "**Present at the Meeting**" shall be construed in accordance with the definition of "Present at a Meeting" in the Companies Act;

1.10 a reference to a "**section**" refers to the corresponding section of the Companies Act and a reference to a "**regulation**" refers to the corresponding Regulation;

1.11 a reference in the left-hand margin to –

1.11.1 a section of the Companies Act designated by the letter "S" and the number of the section referred to; and

1.11.2 a Regulation designated by the letter "R" and the number of the Regulation referred to,

is for information purposes only and shall not be used in the interpretation of this MOI;

1.12 this MOI shall be deemed to authorise the Company to do anything which the Companies Act empowers a company to do if so authorised by its memorandum of incorporation (as defined in the Companies Act), unless that authority is expressly excluded or limited by this MOI; and

1.13 the headings of articles in this MOI are for information purposes only and shall not be used in the interpretation of this MOI.

2 CONFLICTS WITH THE MOI

In accordance with the Companies Act, in any instance where there is a conflict between a provision (be it express or tacit) of this MOI and –

2.1 an Alterable Provision or elective provision of the Companies Act, the provision of this MOI shall prevail to the extent of the conflict, and to the extent that the Companies Act allows for the Company to adopt the conflicting provision;

2.2 an Unalterable Provision or non-elective provision of the Companies Act, the Unalterable Provision or non-elective provision of the Companies Act shall prevail to the extent of the conflict.

3 AMENDMENT OF THE MOI

3.1 Every provision of this MOI is capable of amendment in accordance with sections 16(1)(a), 16(1)(c), 17 and 152(6)(b), and, accordingly, there is no provision of this MOI which may not be amended as contemplated in section 15(2)(b) or 15(2)(c).

3.2 This MOI may only be altered or amended –

3.2.1 in compliance with a court order on the basis set out in section 16(1)(a) and 16(4); or

3.2.2 by way of a Special Resolution of the Shareholders, as contemplated in section 16(1)(c); or

3.2.3 as contemplated in section 17 and 152(6)(b).

3.3 Save as specifically provided for in article 3.2, this MOI is not capable of amendment by any other method. Accordingly, the provisions of section 16(1)(b) shall not apply, nor shall any other Alterable Provision of the Companies Act that allows for a method for the alteration or amendment of the MOI other than those methods contemplated in article 3.2 apply.

3.4 The name of the Company may be changed by an amendment to this MOI in terms of article 3.2.2.

3.5 The Company must publish a notice of any alteration made to this MOI in order to correct this MOI in accordance with section 17(1) by delivering notice thereof to the Shareholders in accordance with article 49.

4 RULES

The Board is prohibited from making any Rules and the authority of the Board in this regard is hereby excluded.

PART B – STATUS AND POWERS OF THE COMPANY

5 STATUS AS PUBLIC COMPANY

5.1 The Securities issued by the Company are freely transferable, subject to compliance with the procedural requirements for transfer contained in article 13.

5.2 The Company is entitled to offer its Securities to the public, subject to compliance with this MOI and the Companies Act.

5.3 The Company is, accordingly, classified as a Public Company in terms of section 8(2).

6 POWERS OF THE COMPANY

6.1 The Company is governed by –

6.1.1 the Unalterable Provisions of the Companies Act;

6.1.2 the Alterable Provisions of the Companies Act, subject to the extensions, limitations, substitutions or variations set out in this MOI; and

6.1.3 the other provisions of this MOI.

6.2 The Company has, subject to section 19(1)(b)(i), all of the legal powers and capacity of an Individual, and the legal powers and capacity of the Company are not subject to any restrictions, limitations or qualifications contemplated in section 19(1)(b)(ii).

6.3 There is no provision of this MOI which constitutes a restrictive condition as contemplated in section 15(2)(b).

7 LIMITATION OF LIABILITY

No Person shall, solely by reason of being an Incorporator of the Company, Shareholder or Director, be liable for any liabilities or obligations of the Company.

PART C – SECURITIES OF THE COMPANY

8 SHARES

The numbers and classes of Shares which the Company is authorised to issue are set out in Schedule 1 to this MOI.

9 RIGHTS OF THE ORDINARY SHARES

Each Ordinary Share ranks *pari passu* with, and is identical in all respects to, every other Ordinary Share in respect of all rights and entitles its holder to –

9.1 the right to be entered into the Securities Register as the registered holder of an Ordinary Share;

9.2 exercise one vote on any matter to be decided by Shareholders (other than matters which are, in terms of this MOI or the Companies Act, to be decided solely by the holders of any other class/es of Share/s); and

9.3 participate equally with every other Ordinary Share in any Distribution (excluding any payment in lieu of a capitalisation share and any Consideration payable by the Company for any of its own Shares or for any shares of another company within the same Group of Companies as contemplated in paragraphs (a)(ii) and (a)(iii) of the definition of Distribution in the Companies Act) to Ordinary Shareholders, whether during the existence of the Company or upon its dissolution.

10 VARIATION OF SHARES

10.1 Notwithstanding the provisions of section 36(3), the Board shall not have the power to –

10.1.1 increase or decrease the number of authorised Shares of any class of the Shares;

10.1.2 reclassify any classified Shares that have been authorised but not issued;

10.1.3 classify any unclassified Shares that have been authorised but not issued; or

10.1.4 determine the preferences, rights, limitations or other terms of any Shares,

which powers shall only be capable of being exercised by the Shareholders, as contemplated in article 10.3.

10.2 Each Share issued by the Company shall entitle its holder to vote on any proposal to amend the preferences, rights, limitations or other terms associated with that Share.

10.3 The Shareholders may, by amendment to this MOI by way of a Special Resolution of the Shareholders –

10.3.1 increase or decrease the number of authorised Shares of any class;

10.3.2 reclassify any classified Shares that have been authorised but not issued;

10.3.3 classify any unclassified Shares that have been authorised but not issued;

10.3.4 determine or vary the preferences, rights, limitations or other terms of any Shares which have been authorised but not yet issued;

10.3.5 create any class of Shares;

10.3.6 convert one class of Shares into one or more other classes of Shares;

10.3.7 convert par value Shares into no par value Shares, subject to compliance with regulation 31; and

10.3.8 vary any preferences, rights, limitations or other terms of any class of Shares already in issue.

10.4 The preferences, rights, limitations or any other terms of any class of Shares must not be varied in response to any objectively ascertainable external fact or facts as provided for in sections 37(6) and 37(7) and the powers of the Board are limited accordingly.

11 ISSUE OF SECURITIES

11.1 The Company is authorised to issue such number of Ordinary Shares as set out in Schedule 1 hereto.

11.2 The Company may only issue other Securities (being Securities other than Ordinary Shares) that are freely transferable and within the classes and to the extent that those Securities have been authorised by or in terms of this MOI.

11.3 The Board has the power in accordance with and subject to the provisions of the Companies Act, to resolve to issue Ordinary Shares and may, subject to the provisions of the Companies Act, authorise the issue of any Ordinary Shares in such numbers and to any Persons that the Board in its discretion may determine.

11.4 The authority of the Board to authorise the Company to resolve to issue Shares, as set out in section 38, is accordingly, not limited and/or restricted by this MOI.

12 REGISTER AND CERTIFICATES

12.1 Company Securities shall be issued in Certificated form.

12.2 The Company shall establish or cause to be established, and shall maintain, a Securities Register in accordance with the Companies Act and, to the extent that the form of and the manner of maintaining the Securities Register is not prescribed, the Board shall determine the form and manner thereof.

12.3 The Company shall enter into its Securities Register the transfer of any Certificated Securities which is effected in accordance with article 13 and shall include in such entry the information required by section 51(5).

12.4 Every certificate evidencing any Certificated Company Securities shall comply with the requirements set out in section 51(1) and shall otherwise be in such form as may be determined by the Board.

12.5 If any certificate is defaced, lost or destroyed, it may be replaced on payment of such fee, if any, and on such terms as the Board may determine.

13 TRANSFER OF SECURITIES

13.1 The Company shall not enter into its Securities Register the transfer of any Certificated Securities, unless –

13.1.1 the transfer is evidenced by a Transfer Form, which has been delivered to the Company at its Registered Office together with –

13.1.1.1 such proof as the Board may require of the authority of the signatory/ies to that Transfer Form; and

13.1.1.2 the certificate in respect of Company Securities being transferred; or

13.1.2 the transfer was effected by operation of law.

13.2 Subject to the provisions of this MOI, every Transfer Form and accompanying documents received by the Company referred to in article 13.1.1 shall be deemed to remain in full force, and the Company may allow the same to be acted upon, until written notice of revocation thereof is lodged at the Registered Office.

14 CAPITALISATION SHARES

14.1 The Board shall –

14.1.1 have the power and the authority to, in accordance with and subject to the provisions of section 47, approve the issuing of any authorised Shares as capitalisation Shares; and

14.1.2 subject to article 14.2, have the power and the authority to resolve to permit the Shareholders to elect to receive a cash payment in lieu of a capitalisation Share.

14.2 The Board may not resolve to offer a cash payment in lieu of awarding a capitalisation Share, as contemplated in article 14.1.2, unless the Board –

14.2.1 has considered the Solvency and Liquidity Test as required by section 46, on the assumption that every such Shareholder would elect to receive cash; and

14.2.2 is satisfied that the Company would satisfy the Solvency and Liquidity Test immediately upon the completion of the Distribution.

14.3 The authority of the Board to authorise the Company to issue capitalisation Shares, as set out in section 47, is accordingly not limited and/or restricted by this MOI.

14.4 If, on any capitalisation issue, Shareholders would become entitled to fractions of Shares, the Board shall, subject to any contrary provisions in the resolution authorising the capitalisation issue, be entitled to round off the number of capitalisation Shares to be received to the nearest whole number or to sell the Shares resulting from the aggregation of those fractions, on such terms and conditions as it deems fit, for the benefit of the relevant Shareholders, and any Director shall be empowered to sign any Transfer Form or other instrument necessary to give effect to that sale.

15 ACQUISITION OF SHARES ISSUED BY THE COMPANY

Subject to the provisions of the Companies Act, the Company may acquire any issued Shares on the basis that –

15.1 all or a portion of the price payable on such acquisition may be paid out of the funds of or available to the Company whether or not such payment results in a reduction of the Share capital, stated capital, reserves, any capital redemption reserve fund and/or any other account of the Company or that the Consideration for such acquisition may comprise of the issue of Shares; and

15.2 the Shares so acquired shall be restored to the status of unissued Shares and the authorised Shares shall remain unaltered.

16 DEBT INSTRUMENTS

16.1 The Board may authorise the Company to issue secured or unsecured Debt Instruments as set out in section 43(2); provided that the Board shall not be entitled, unless specifically authorised by way of a Special Resolution of the Shareholders, to issue any Debt Instruments that grant the holder thereof any rights –

16.1.1 regarding attending and voting at Shareholders Meetings and/or the appointment of Directors; or

16.1.2 to receive anything other than repayment of the capital amount thereof and payment of interest thereon, all in cash. Without limiting the foregoing, it is recorded that a Debt Instrument may not confer on its holder any right to receive any Shares or other Company Securities or Securities of any other Entity or any other property (whether on conversion or redemption or repurchase of the Debt Instrument or otherwise) unless specifically authorised by way of a Special Resolution of the Shareholders.

16.2 The authority of the Board to authorise the Company to issue secured or unsecured Debt Instruments, as set out in section 43(2), is accordingly limited and restricted by this MOI.

17 BENEFICIAL INTERESTS

17.1 Company Securities may be held by, and registered in the name of, one Person for the Beneficial Interest of another Person, but no Person other than the registered holder of a Company Security shall (save to the extent expressly provided for in the Companies Act or this MOI) be entitled to Exercise any of the rights associated with that Company Security and the Company shall not recognise any Person other than the registered holder of a Company Security as the holder (whether beneficial or otherwise) of that Company Security. The holding of Company Securities by a registered holder for the Beneficial Interest of another Person is accordingly limited and restricted by this MOI.

17.2 The Company shall maintain a register of disclosures of Beneficial Interests in Company Securities in terms of section 56(7)(a) and shall publish in its annual Financial Statements such information as is required in terms of section 56(7)(b). The Board may, in its discretion, record (or cause to be recorded) in the Securities Register of the Company that any Security is held in trust or by a Nominee and for whom that Security is so held.

18 JOINT HOLDERS OF SECURITIES

Where two or more Persons are registered as Security Holders of the same Company Security, they shall be deemed to hold that Company Security jointly, and –

18.1 notwithstanding anything to the contrary contained anywhere else in this MOI, on the death, sequestration, liquidation or legal disability of any one of those joint Security Holders who is not represented by a Legal Representative as referred to in article 19, the remaining Security Holder/s may be recognised, at the discretion of the Board, as the only Person/s having title to that Company Security;

18.2 any one of those joint Security Holders may give effective receipts for any Distributions or other payments or accruals payable to those joint Security Holders;

18.3 only the joint Security Holder whose name stands first in the Securities Register of the Company shall be entitled to delivery of the certificate relating to that Company Security, or to receive notices or payments from the Company (and any notice or payment given to that joint Security Holder shall be deemed to be notice or payment, as the case may be, to all of the joint Security Holders);

18.4 any one of the joint Security Holders conferring a right to vote on any matter may vote either personally or by proxy at any meeting in respect of that Company Security as if he were solely entitled to Exercise that vote, and, if more than one of those joint Security Holders is Present at such Meeting, the joint Security Holder who tenders a vote (including an abstention) and whose name stands in the Securities Register before the other joint Security Holders who are Present at such Meeting, shall be the joint Security Holder who is entitled to vote in respect of that Company Security; and

18.5 the Company shall be entitled to refuse to register more than five Persons as joint Security Holders.

19 LEGAL REPRESENTATIVES

19.1 The Legal Representative of a Security Holder shall –

19.1.1 be the only Person recognised by the Company as having any rights in respect of or title to a Company Security registered in the name of the Security Holder whom he represents ("**Specified Security**"); provided that if a Security Holder or his Legal Representative is a joint holder of the Specified Security, then this article 19.1.1 shall not detract from article 18 and this article 19.1.1 shall be read together with article 18; and

19.1.2 if so required by that Legal Representative or by the Board, be entered into the Securities Register of the Company *nomine officio* in the place and on behalf of that Security Holder,

provided that if the Legal Representative so entered into the Securities Register ceases to be the Legal Representative of that Security Holder, the Board shall, pending transfer of the Specified Security to that Security Holder or another Legal Representative of that Security Holder or any other Person who is entitled to become the holder of the Specified Security, be entitled to suspend the rights of the holder of the Specified Security to vote and shall be entitled to withhold (and retain until such transfer has occurred) all Distributions payable to the holder of the Specified Security.

19.2 A Security Holder shall not, merely by virtue of the appointment, or entry into the Securities Register of the Legal Representative, be released from any obligation arising out of or in connection with the holding of a Specified Security.

PART D – SHAREHOLDERS' RIGHTS AND PROCEEDINGS

20 SHAREHOLDERS' RIGHT TO INFORMATION

Each Security Holder and each Person who holds a Beneficial Interest in any Company Securities shall have the information rights set out in section 26(1).

21 SINGLE SHAREHOLDER'S AUTHORITY TO ACT

As contemplated in section 57(2), if, at any time, the Company has only one Shareholder –

21.1 that Shareholder may Exercise any and all of the Voting Rights pertaining to the Company at any time, without notice or compliance with any other internal formalities, and that power is not limited or restricted by this MOI;

21.2 sections 59 to 65 (both inclusive) shall not apply to the governance of the Company; and

21.3 articles 23 (Record Dates), 24 (Shareholders' Meetings), 25 (Notice of Shareholders' Meetings), 26 (Conduct of Shareholders' Meetings), 27 (Shareholders' Meeting Quorum and Adjournment), 28 (Chairperson of Shareholders' Meetings), 29 (Shareholder Resolutions) and 30 (Written Resolutions by Shareholders) shall not apply.

22 PROXY REPRESENTATION

22.1 A Shareholder may, at any time by written proxy appointment ("**Proxy Instrument**") which complies with this MOI and the Companies Act, appoint any Individual, including an Individual who is not a Shareholder, as a proxy to –

22.1.1 participate in, and speak and vote at, a Shareholders' Meeting on behalf of the Shareholder; or

22.1.2 give or withhold written consent on behalf of the Shareholder to a decision contemplated in article 30,

and any such proxy appointment (and any invitation by the Company to appoint a proxy and any form supplied by the Company for use as a Proxy Instrument) shall be governed by section 58 and this article 22.

22.2 A Proxy Instrument must be dated and signed by the Shareholder appointing the proxy and a copy thereof must be delivered to the Company, or to any other Person authorised by the Company to accept the Proxy Instrument on its behalf, before the proxy exercises any rights of the Shareholder.

22.3 The Board may determine a standard form of Proxy Instrument and make it available to Shareholders on request.

22.4 Subject to the provisions of the Companies Act, a Proxy Instrument may be an instrument created or transmitted by electronic or other means, including electronic mail or facsimile.

22.5 Unless the contrary is stated therein, a Proxy Instrument which complies with the Companies Act and this MOI shall, if any meeting to which it relates is adjourned or postponed, be valid at that meeting when it resumes after such adjournment or commences after such postponement, even if it had not been lodged timeously for use at the meeting as originally scheduled (prior to the adjournment or postponement).

22.6 A Shareholder may not appoint two or more Persons concurrently as proxies, and may not appoint more than one proxy to exercise Voting Rights attached to different Company Securities held by the Shareholder.

22.7 A proxy may not delegate the proxy's authority to act on behalf of the Shareholder to another Person, unless the right to delegate is specifically contained in the Proxy Instrument and the delegation occurs by way of a further Proxy Instrument which itself complies with the requirements of the Companies Act and this MOI.

22.8 A proxy shall, as contemplated in section 58(7) be entitled, in the proxy's own discretion, to exercise, or abstain from exercising, any Voting Right of the Shareholder; provided that if the Proxy Instrument specifically provides otherwise then the specific provisions of the Proxy Instrument shall prevail.

22.9 If a proxy appointment is revocable, the revocation of such appointment by (i) cancelling it in writing, or making a later inconsistent appointment of a proxy and (ii) delivering a copy of the revocation instrument to the proxy, and to the Company, constitutes a complete and final cancellation of the proxy's authority to act on behalf of the Shareholder as of the later of –

22.9.1 the date stated in the instrument revoking the appointment ("**Revocation Instrument**"), if any; or

22.9.2 the date on which the Revocation Instrument was delivered to the proxy and to the Company.

22.10 Each Proxy Instrument and Revocation Instrument shall be accompanied by such proof of the identity and authority of the signatory as may reasonably be required by the Board or the chairperson of any meeting at which the proxy wishes to exercise any rights of the Shareholder.

23 RECORD DATES

The Board may, in accordance with section 59, determine and publish a Record Date for the purposes of determining which Shareholders are entitled to –

23.1 receive a notice of a Shareholders' Meeting;

23.2 participate in and vote at a Shareholders' Meeting;

23.3 decide any matter by written consent, or by Electronic Communication;

23.4 receive a Distribution; or

23.5 be allotted or exercise any other rights,

provided that if the Board does not determine a Record Date for any action or event, as contemplated in this article 23, the Record Date shall be as determined in accordance with section 59(3).

24 SHAREHOLDERS' MEETINGS

24.1 The Company will not be required to hold any meetings of Shareholders other than those required by the Companies Act.

24.2 Without limiting the foregoing, the Company shall hold a Shareholders' Meeting in the circumstances contemplated in section 61(2) and as provided for in article 24.5 hereunder.

24.3 The Board (or the chairperson of the Board, if any) shall convene a Shareholders' Meeting if one or more written and signed demands for such meeting are delivered to the Company, and –

24.3.1 each such demand describes the specific purpose for which the meeting is proposed; and

24.3.2 in aggregate, demands for substantially the same purpose are made and signed by Shareholders, as of the earliest time specified in any of those demands, holding not less than 10% of the Voting Rights entitled to be Exercised in relation to the matter so proposed.

24.4 The Board shall determine the location for any Shareholders Meeting of the Company and the Company may hold any such meeting in South Africa or any foreign country and, accordingly, the authority of the Board, as contemplated in section 61(9), is not limited or restricted by this MOI.

24.5 The Company shall convene Annual General Meetings of its Shareholders within the time periods referred to in section 61(7), at which meetings the business referred to in section 61(8) shall, at a minimum, be transacted.

25 NOTICE OF SHAREHOLDERS' MEETINGS

25.1 The Company must deliver a notice of each Shareholders' Meeting to all Shareholders as of the Record Date for receiving notice of that Shareholders' Meeting who are entitled to vote at such meeting, at least 15 Business Days before that Shareholders' Meeting is to begin.

25.2 The notice of a Shareholders' Meeting shall be in writing and shall include the items set out in section 62(3).

25.3 The notice of a Shareholders' Meeting must be delivered in accordance with article 49.

26 CONDUCT OF SHAREHOLDERS' MEETINGS

26.1 The Company must always make provision for any Shareholder, or proxy for a Shareholder, to participate by Electronic Communication in every Shareholders Meeting that is being held in person, irrespective of whether such meeting is held in South Africa or elsewhere and any Electronic Communication facility so employed must ordinarily enable all Persons participating in the meeting to at least speak and hear each other at approximately the same time and to participate reasonably effectively in the meeting. The authority of the Company in this regard is not limited or restricted by this MOI.

26.2 Subject to article 26.1, the responsibility for, and any expense of, gaining access to the medium or means of Electronic Communication employed for any Shareholders' Meeting shall be borne by the Shareholder or proxy. If provision has been made for a Shareholders' Meeting to be conducted by Electronic Communication or for participation in a Shareholders' Meeting by Electronic Communication and the medium or means of such Electronic Communication is available, functioning and reasonably accessible, then the Shareholders' Meeting shall be entitled to proceed even if a Shareholder or proxy is not able to gain access to the medium or means of Electronic Communication so employed.

26.3 The Company shall ensure that any notice of any Shareholders' Meeting shall inform Shareholders of the medium or means of participation via Electronic Communication and shall provide any necessary information to enable Shareholders or their proxies to access the available medium or means of Electronic Communication.

26.4 A resolution passed at any meeting that employs Electronic Communication shall, notwithstanding that the Shareholders are not present together in one place at the time of the meeting, be deemed to have been passed at a meeting duly called and constituted on the day on which, and at the time at which, the meeting was so held. For the avoidance of doubt, it is recorded that all of the provisions of articles 22, 26.5 and articles 27 to 29 (both inclusive) shall apply to these meetings.

26.5 At a Shareholders' Meeting, a resolution put to the vote will be decided by a poll.

26.6 Each poll will be conducted in such manner as the chairperson of the meeting directs.

27 SHAREHOLDERS' MEETING QUORUM AND ADJOURNMENT

27.1 The quorum requirements for a Shareholders' Meeting will, subject to article 27.5, be that –

27.1.1 such a meeting will not begin unless sufficient Persons (being not less than three in number who are entitled to be Present at the Meeting) are Present at such Meeting to Exercise, in aggregate, at least 25% of all Voting Rights that are entitled to be Exercised in respect of at least one matter to be decided at the meeting; and

27.1.2 the consideration of a matter to be decided at the meeting shall not begin or continue at any time unless sufficient Persons are Present at such Meeting at that time to Exercise, in aggregate, at least 25% of all Voting Rights that are entitled to be Exercised on that matter.

27.2 Notwithstanding section 64(4) if –

27.2.1 within 30 minutes after the appointed time for a Shareholders' Meeting, the quorum requirements for the meeting to begin have not been satisfied, the meeting shall automatically be postponed without motion or vote to the same day in the following week (or if that day is not a Business Day, the next Business Day); or

27.2.2 at such later time during the meeting that a particular matter is to be considered, the quorum requirements for consideration of that matter to begin or continue have not been satisfied, then –

27.2.2.1 if there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without motion or vote; or

27.2.2.2 if there is no other business on the agenda of the meeting, the meeting is adjourned, without motion or vote, to the same day in the following week (or if that day is not a Business Day, the next Business Day).

27.3 The adjourned or postponed meeting may only deal with the matters that were on the agenda of the meeting that was adjourned, or postponed.

27.4 The chairperson of the meeting shall be entitled to extend the 30 minute limit referred to in article 27.2 in the circumstances contemplated in section 64(5).

27.5 If, at the time appointed in terms of this article 27 for an adjourned meeting to resume, or for a postponed meeting to begin, the quorum requirements have not been satisfied, the Shareholders Present at such Meeting will be deemed to constitute a quorum.

27.6 A Shareholders' Meeting, or the consideration of any matter being debated at a Shareholders' Meeting, may, subject to article 27.8, be adjourned as contemplated in sections 64(10), 64(11) and 64(12), it being recorded that the periods of adjournment set out in section 64(12) shall apply without variation.

27.7 The Board may, at any time after notice of a Shareholders' Meeting (other than a Shareholders' Meeting required to be called in terms of section 61(3)) has been given, but prior to the commencement of that meeting, postpone that meeting to such later date as may be determined by the Board at the time of determining to postpone the meeting, or may postpone that meeting to an unspecified date to be decided by the Board at a later stage; provided that the Board may not so postpone the date of any such meeting beyond the date by which that meeting is required by the Companies Act or this MOI to be held.

27.8 If a Shareholders' Meeting is postponed or adjourned, whether in terms of article 27.2, article 27.6, article 27.7 or otherwise, the Company must, within 48 hours thereafter, send notice of the postponement or adjournment to all Shareholders who were entitled to receive notice of the meeting. Such notice must contain the time and date of, and the location for, the continuation or resumption of the meeting, the business to be dealt with thereat and any other information which the Board may decide to include therein; provided that, if the meeting is to be postponed to an unspecified date to be decided by the Board, the notice shall contain a statement to that effect and a further notice containing the time, date and location of such meeting shall be sent forthwith upon being decided by the Board. If written notice is not so given, the postponed or adjourned meeting may not be held or resumed and the business that would have been dealt with thereat may be dealt with at a new meeting of which fresh notice has been given in accordance with this MOI.

27.9 Even if he is not a Shareholder –

27.9.1 any Director; or

27.9.2 any one of more of the Company's attorneys (or where the relevant Company's attorneys are a firm, any partner, director or employee thereof) or other Individual admitted and permitted to speak by the chairperson of the meeting,

may attend and speak at any Shareholders' Meeting, but may not vote, unless he is a Shareholder or the proxy or representative of a Shareholder.

28 CHAIRPERSON OF SHAREHOLDERS' MEETINGS

28.1 The chairperson of the Board or, failing him, the vice-chairperson of the Board shall preside as the chairperson of each Shareholders' Meeting; provided that if no chairperson or vice-chairperson is present and willing to act, the Shareholders present shall elect one of the Directors or, if no Director is present and willing to act, a Shareholder or a representative or proxy of a Shareholder, to be the chairperson of that Shareholders' Meeting.

28.2 The chairperson of a Shareholders' Meeting shall, subject to the Companies Act and this MOI, determine the procedure to be followed at that meeting, but shall not have a second or casting vote at any Shareholders' Meeting.

29 SHAREHOLDER RESOLUTIONS

29.1 At any Shareholders' Meeting, any Person who is Present at the Meeting, whether as a Shareholder or as a proxy for a Shareholder, shall be entitled to Exercise the number of Voting Rights associated with the Shares held by such Shareholder, which Voting Rights shall be determined in accordance with the preferences, rights, limitations and other terms of the Shares, as set out in this MOI.

29.2 In order for –

29.2.1 an Ordinary Resolution to be approved it must be supported by more than 50% of the Voting Rights Exercised on the resolution, as contemplated in section 65(7);

29.2.2 a Special Resolution to be approved, it must be supported by 75% of the Voting Rights Exercised on the resolution, as contemplated in section 65(9),

at a quorate Shareholders' Meeting which is quorate in relation to that resolution; provided that this article 29.2 shall not detract from the Shareholders' ability to adopt resolutions by written vote as referred to in article 30.

29.3 If any Shareholder abstains from voting in respect of any resolution, that Shareholder will, for the purposes of determining the number of votes Exercised in respect of that resolution, be deemed not to have Exercised a vote in respect of that resolution.

29.4 Except for those matters which require the approval or authority of a Special Resolution in terms of section 65(11), any other section of the Companies Act or any provision of the Regulations or the approval or authority of a Special Resolution of the Shareholders in terms of this MOI, no other matters which the Company may undertake require the approval or authority of a Special Resolution of the Shareholders.

30 WRITTEN RESOLUTIONS BY SHAREHOLDERS

30.1 A resolution that could be voted on at a Shareholders Meeting (other than a resolution in respect of business that is required to be conducted at an Annual General Meeting of the Company) may instead be adopted by written vote, as contemplated in section 60, if it is –

30.1.1 submitted to the Shareholders entitled to Exercise Voting Rights in relation to the resolution; and

30.1.2 supported by Persons entitled to Exercise sufficient Voting Rights for it to have been adopted, in terms of the Companies Act and this MOI, as an Ordinary or Special Resolution, as the case may be, at a properly constituted Shareholders Meeting.

30.2 Unless the contrary is stated in the resolution, any such resolution shall be deemed to have been adopted on the date on which the Company received the written vote of the Shareholder or the proxy of the Shareholder whose vote resulted in the resolution being supported by sufficient votes for its adoption irrespective of any votes received thereafter, provided that such date falls within the 20 Business Day period referred to in section 60(1)(b).

PART E – DIRECTORS' POWERS AND PROCEEDINGS

31 AUTHORITY OF THE BOARD OF DIRECTORS

31.1 Subject to 31.2, the business and affairs of the Company will be managed by or under the direction of the Board, which will have the authority to exercise all of the powers and perform all of the functions of the Company, except to the extent that the Companies Act or this MOI provides otherwise.

31.2 The Board shall, subject to 31.3 -

31.2.1 not, during the period that ARC holds at least 5% of the issued Ordinary Shares, authorise the Company to engage in, agree to, perform or undertake any of the Specially Protected Matters, unless it has obtained the prior written consent of ARC thereto, which consent will not be unreasonably withheld, and the authority of the Board to manage and direct the business and affairs of the Company will accordingly be limited to this extent; or

31.2.2 not authorise any Director or other person to vote in favour of the amendment of the memorandum of incorporation (as defined in the Companies Act) of Bedrywe, unless the Shareholders have by Special Resolution approved such an amendment; or

31.2.3 not cancel or agree to the cancellation of a Management Agreement, unless the Shareholders have by Special Resolution approved the cancellation thereof.

31.3 The limitations on the powers and capacity of the Board described in article 31.2 do not apply to any Specially Protected Matter that:

31.3.1 have been put to Shareholders at the OA General Meeting or that has been agreed to or engaged in or undertaken by the Company prior to the Filing Date, notwithstanding that any part thereof may only be implemented or completed after the Filing Date. In particular it is recorded that the conversion of par value Shares to Shares having no par value, the issue of Shares that have been approved by Shareholders or the Board prior to the Filing Date and the implementation of any agreements or actions that have been entered into by the Company or approved by the Company prior to the Filing Date will not require any consent of ARC; or

31.3.2 comprises of or includes a transaction with a Competitor in which ARC either directly or indirectly holds any shares or any other form of interest.

31.4 The Board may delegate to any one or more Persons any of its powers, authority and functions (including the power to sub-delegate).

32 APPOINTMENT OF DIRECTORS

32.1 The Board shall comprise of a minimum of seven and a maximum of fifteen Directors.

32.2 During the period from the Closing Date until the first Annual General Meeting of the Company in 2020, three of the Directors must be Individuals that also serve as Directors of Bedrywe and during the period of 10 years after the Closing Date, at least two of the Directors (who shall be referred to herein as "**Agriculturist Directors**") must be Individuals that qualify as Agriculturists and who also serve as directors of Bedrywe ("**Qualifying Individuals**"), on the following terms:

32.2.1 the Board must procure, for the purposes of every general meeting of the Company at which Directors are to be elected to replace one or more of the Agriculturist Directors serving on the Board at that time, that at least the required number of Qualifying Individuals are nominated for election to the Board;

32.2.2 all Shareholders will be irrevocably obliged to Exercise their Voting Rights in favour of the election of the required number of Qualifying Individuals, i.e. to comply with the requirement that at least two Directors must be Qualifying Individuals;

32.2.3 in the event that the Company at any time does not have at least two Directors who are Qualifying Individuals, the Board must, as soon as is reasonably possible, but in any event within a period of three months from the date of such vacancy arising, either convene a Shareholders Meeting for purposes of electing an additional Director or Directors that is/are a Qualifying Individual or Qualifying Individuals or appoint a temporary Director or temporary Directors who is/are a Qualifying Individual or Qualifying Individuals, who will serve in terms of the provisions of article 32.15; and

32.2.4 no resolution adopted by the Board or action undertaken by the Board during a period, whilst not at least two Directors are Qualifying Individuals or this article 32.2 is not complied with, will be void or voidable by reason thereof.

32.3 With effect from the Closing Date (and provided, in respect of Directors as listed in 32.3.1, that their appointment has not terminated prior to that date), and subject to article 32.1, the Board shall comprise of the following Directors:

32.3.1 Existing Directors -

32.3.1.1 The following Directors, being existing Directors of the Company that have been elected or appointed prior to the Filing Date:

32.3.1.1.1 Douw de Kock, being Douw Gerbrand de Kock (identity number: 5307015092087);

32.3.1.1.2 Dirkie Uys, being Dirk Cornelis Hermanus Uys (identity number: 6602255033083);

32.3.1.1.3 Nelius Smith, being Cornelius Alewyn Smith (identity number: 6412055120084);

32.3.1.1.4 André Uys, being Andries Jakobus Uys (identity number: 6810085103089);

32.3.1.1.5 Carl Neethling, being André Carl Neethling (identity number: 7908305093087);

32.3.1.1.6 Pierre Malan (identity number: 6704245141081);

32.3.1.1.7 Louw Coetzer, being Louwrens Erasmus Coetzer (identity number: 6112155018085); and

32.3.2 Additional Directors -

the Directors (which will not exceed four) elected at the OA General Meeting.

32.4 The persons:

32.4.1 serving as existing Directors in terms of article 32.3.1 will, for the purpose of this MOI and in particular the rotation provisions of article 34, be deemed to have been appointed on the Closing Date (notwithstanding that they served as Directors of the Company prior to that date); and

32.4.2 elected as Directors of the Company at the OA General Meeting as referred to in 32.3.2 will, with effect from the Closing Date, become Directors of the Company.

32.5 For as long as the Management Agreement remains in place:

32.5.1 subject to the provisions of the Companies Act, the Manager shall, in accordance with section 66(4)(a)(i), at any time by way of a written notice to the Company by the Manager to that effect, be entitled to appoint, or dismiss or replace a maximum of three Directors ("**Appointed Manager Directors**"); or

32.5.2 alternatively, the Manager shall be entitled in terms of this article to nominate at least three Individuals for election as Directors by way of a written notice to that effect delivered to the Company ("**Nominated Manager Directors**").

32.6 It is recorded that the Directors described in articles 32.3.1.1.4, 32.3.1.1.5 32.3.1.1.6 and 32.3.1.1.7 are Appointed Manager Directors.

32.7 For as long as and with effect from the date that ARC holds at least 10% of the issued Ordinary Shares (but provided that ARC shall not be entitled, at any time, to have appointed more than one Director):

32.7.1 subject to the provisions of the Companies Act, ARC shall, in accordance with section 66(4)(a)(i), at any time by way of a written notice to the Company by ARC to that effect, be entitled to appoint, or dismiss or replace one Director ("**Appointed ARC Director**"); or

32.7.2 alternatively, ARC shall be entitled in terms of this article to nominate one person for election as Director by way of a written notice to that effect delivered to the Company ("**Nominated ARC Director**").

32.8 The Board shall have the right, subject to compliance with the Companies Act and article 32.1, to effect the direct appointment (or dismissal or replacement) of a maximum of two Directors, who shall be independent, non-executive Directors.

32.9 Subject to the appointment of Directors in terms of 32.5.1, 32.7.1 and 32.8, and the provisions of article 32.2, the remaining Directors shall be elected in terms of section 68(1) by the persons entitled to Exercise Voting Rights in such an election, being the Shareholders of the Company and the holders of any other Securities of the Company to the extent that the terms on which such Securities were issued confer such rights, and appointed (or dismissed or replaced) by these persons by means of an Ordinary Resolution at a general meeting.

32.10 In the event that the Manager nominates persons for election in terms of 32.5.2 above for election, all Shareholders will be irrevocably obliged to Exercise their Voting Rights in favour of the election of those persons as Directors and no Shareholder will be entitled to vote against such a resolution or resolutions. In the event that the Manager proposes a resolution for the removal of an Appointed Manager Director and/or a Nominated Manager Director as a Director of the Company, all Shareholders will be obliged to Exercise their Voting Rights in favour of such a resolution and no Shareholder will be entitled to vote against such a resolution.

32.11 In the event that ARC nominates a person for election in terms of 32.7.2 above for election, all Shareholders will be irrevocably obliged to Exercise their Voting Rights in favour of the election of such a person as a Director and no Shareholder will be entitled to vote against such a resolution. In the event that ARC proposes a resolution for the removal of an Appointed ARC Director or a Nominated ARC Director as a Director of the Company all Shareholders will be obliged to Exercise their Voting Rights in favour of such a resolution and no Shareholder will be entitled to vote against such a resolution.

32.12 At the time of the election of Directors in terms of this 32, a person entitled to Exercise Voting Rights in respect of such an election may vote for a maximum of as many candidates as there are vacancies on the Board to be filled in terms of this Memorandum of Incorporation and the candidates who receive the highest number of votes shall be declared elected.

32.13 It will be deemed that a vacancy on the Board exists if a Director retires in terms of the rotation provisions recorded in article 34 hereunder or if the appointment of an existing Director has terminated for any reason.

32.14 Unless determined otherwise by the Board, nobody except a person nominated for election in terms of 32.2 or by the Manager in terms of 32.5.2 or by ARC in terms of 32.7.2 or a retiring Director (who retires in terms of article 34 hereunder and who will be deemed eligible for election without having to be nominated for election in terms of the article), is qualified to be elected at any general meeting in terms of 32.9 as a Director of the Company, unless such person has been nominated by at least two Shareholders of the Company, which nomination must be in writing and provided to the Company within the time limit set out in a notice calling for nominations delivered by the Company to Shareholders before a general meeting where Directors will be elected, with the consent of the nominee. Nothing in this article 32 places any form of restriction on the right of any two Shareholders to nominate an Individual for election as an additional Director (being a Director that will be elected not to fill a vacancy in the Board, but that will increase the number of Directors). An Individual nominated for election as such an additional Director will only be elected as a Director if elected in terms of a separate resolution proposed to elect that Individual as a Director of the Company. Notwithstanding anything to the contrary contained in this MOI and excluding any vacancies arising as a result of the rotation of Directors as set out in article 34, but subject to article 32.1, the number of Directors serving on the Board will not increase by more than four at any Annual General Meeting.

32.15 The Board may appoint a Person who satisfies the requirements for election as a Director to fill any vacancy and serve as a Director on a temporary basis until the next Annual General Meeting. The appointment of such a temporary Director will terminate at the commencement of such next Annual General Meeting, which will result in a vacancy to be filled in terms of article 32.13 above. During that period, any Person so appointed has all of the powers, functions and duties, and is subject to all of the liabilities, of any other Director. The authority of the Board in this regard is not limited or restricted by this MOI.

32.16 If the number of Directors on the Board falls below the minimum number specified in article 32.1, the continuing Directors must, as soon as possible, but, in any event, within three months of the date on which the number of Directors on the Board fell below such minimum (such three month period, the "**Vacancy Period**"), –

32.16.1 appoint a Director or Directors to fill the vacancy/ies required to increase the number of Directors to the required minimum; and

32.16.2 convene a Shareholders Meeting for the purpose of filling that/those vacancy/ies on the Board (in which case article 32.12 will apply), provided that, if there is no Director able and willing to act, then any Shareholder may convene a Shareholders Meeting for this purpose.

32.17 Notwithstanding the provisions of article 32.13 the failure by the Company to have the minimum number of Directors on its Board during the Vacancy Period will not limit or negate the authority of the Board. After the expiry of the Vacancy Period, if the vacancy/ies have still not been filled, the remaining Director/s may only act for the purpose of filling that/those vacancy/ies or convening a Shareholders Meeting.

32.18 The Company may not permit a person to serve as a Director if that person is ineligible or disqualified in terms of the Companies Act.

32.19 In addition to the grounds of ineligibility and disqualification of Directors as contained in section 69, a Director will cease to be eligible to continue to act as a Director if he absents himself from all meetings of the Board occurring within a period of six consecutive months without the leave of the Board, and the Board resolves that his office be vacated, provided that this article 32.19 will not apply to a Director who is represented by an Alternate Director who does not so absent himself.

32.20 This MOI does not impose any minimum shareholding or other qualifications to be met by the Directors of the Company in addition to the ineligibility and disqualification provisions of the Companies Act and article 32.19.

32.21 Save to the extent otherwise agreed in writing by the Company and any Person who is employed as an employee of the Company, each Person appointed as a Director or Alternate Director shall, prior to his appointment becoming effective, execute a written acknowledgement in which he –

32.21.1 acknowledges and agrees that –

32.21.1.1 he shall not be an employee of the Company; and

32.21.1.2 he shall not have any claims against the Company for remuneration or compensation for services rendered to the Company or for reimbursement of expenses incurred in the business of the Board other than such remuneration or reimbursement, if any, as may be approved in the manner contemplated in article 42; and

32.21.1.3 furnishes the Company with a postal address, facsimile number and e-mail address at which notice of meetings shall be given to him.

33 ALTERNATE DIRECTOR

33.1 The Manager may by written notice to the Company appoint an alternate Director for each of the Appointed Manager Directors or Nominated Manager Directors and by notice to the Company terminate such appointments and replace such alternate Directors with other alternate Directors.

33.2 ARC may by written notice to the Company appoint an alternate Director for the Appointed ARC Director or Nominated ARC Director and by notice to the Company terminate such appointment and replace such alternate Director with another alternate Director.

33.3 The Shareholders may elect one or more persons (nominated in the same manner as described in article 32.14) as Alternate Directors to any of the other Directors of the Company by way of separate resolution to that effect, in accordance with the provisions of this MOI relating to the election of Directors, provided that an alternative Director for an Agriculturalist Director must be a Qualified Individual.

33.4 The appointment of an Alternate Director will terminate when –

33.4.1 the Director to whom he is an Alternate Director ceases to be a Director; or

33.4.2 the Shareholders terminate that appointment.

33.5 An Alternate Director will, subject to the provisions of this MOI –

33.5.1 act as a Director and generally exercise all the rights of the Director to whom he is an Alternate Director, but only during the absence or incapacity of that Director; and

33.5.2 in all respects be subject to the terms and conditions existing with reference to the appointment, rights and duties and the holding of office of the Director to whom he is an Alternate Director, but will not have any claim of any nature whatsoever against the Company for any remuneration of any nature whatsoever.

34 ROTATION OF DIRECTORS

All Directors, except Appointed Manager Directors or Nominated Manager Directors, the Appointed ARC Director or the Nominated ARC Director, will retire from office on the following basis –

34.1 with effect from the Annual General Meeting to be held in 2020 and at every Annual General Meeting thereafter, Directors comprising one-third of the aggregate number of Directors on the Board (excluding Appointed Manager Directors or Nominated Manager Directors, the Appointed ARC Director or the Nominated ARC Director) or, if their number is not three or a multiple thereof, then the number nearest to one-third of the aggregate number of Directors on the Board, must retire from office;

34.2 the Directors who retire in terms of article 34.1 will be those who have been longest in office, provided that if more than one of them were elected Directors or appointed on the same day, those to retire will be determined by lot, unless those Directors agree otherwise between themselves (for purposes of calculating the term in office it will be deemed that a Director has been in office only for the period since his most recent election or appointment, in terms of article 32.4.1 or subsequently, as a Director and previous term(s) served as a Director will not be taken into account);

34.3 any Director appointed as such by the Directors in terms of article 32.15 after the conclusion of the Company's preceding Annual General Meeting will, in addition to the Directors retiring in terms of article 34.1, retire from office at the conclusion of the Annual General Meeting held immediately after his appointment;

34.4 a retiring Director will be eligible for re-election (without having to be nominated) and, if re-elected, will be deemed, for all purposes other than those contemplated in articles 34.1 to 34.3, not to have vacated his office; and

34.5 a retiring Director shall continue to act as Director throughout the Annual General Meeting at which he retires, and his retirement will only become effective at the end of such meeting.

34.6 Limitation on periods of services

34.6.1 After a retiring Director has been re-elected for two consecutive periods of three years each (i.e. such Director has served for a consecutive period of nine years), such retiring Director ("**Affected Director**") will still be eligible for re-election, but may only be elected:

34.6.1.1 by means of a Special Resolution of the Shareholders adopted at the Annual General Meeting; and

34.6.1.2 and in which case, such Affected Director shall serve as Director until the following Annual General Meeting only, at which meeting such Director will once again be eligible for re-election by means of a Special Resolution of the Shareholders adopted at such Annual General Meeting.

34.6.2 Accordingly, an Individual that qualifies as an Affected Director will, every time he is re-elected in terms of article 34.6.1, retire at the first Annual General Meeting after his election.

35 BOARD COMMITTEES

35.1 The Board may, subject to any limitations or qualifications imposed by the Board –

35.1.1 appoint any number of committees of Directors;

35.1.2 delegate to any committee any of the authority of the Board (including the authority to sub-delegate); and

35.1.3 include any Person who is not a Director of the Company in any such committee,

and, accordingly, the authority of the Board in this regard is not limited or restricted by this MOI.

35.2 The authority and power of any committees established by the Board is not limited or restricted by this MOI, but may, subject to the requirements of the Companies Act in respect of committees required to be established by the Companies Act, be restricted by the Board when establishing any committee or by subsequent resolution.

36 AUDIT COMMITTEE

An audit committee shall be elected at each Annual General Meeting of the Company and section 94 shall apply in relation to such committee.

37 SOCIAL AND ETHICS COMMITTEE

37.1 A social and ethics committee comprising of at least three Directors or Prescribed Officers of the Company who comply with the eligibility requirements set out in the Companies Act and the King Report on Corporate Governance for South Africa, as amended, replaced or substituted from time to time, shall be appointed in accordance with the Regulations; provided that at least one member of the social and ethics committee must be a Director who –

37.1.1 is not involved in the day-to-day management of the Company's business; and

37.1.2 must have not been involved in the day-to-day management of the Company's business within the previous three financial years.

37.2 The social and ethics committee will –

37.2.1 have the duties and functions stipulated in regulation 43(5); and

37.2.2 be entitled to –

37.2.2.1 require from any Director or Prescribed Officer of the Company any information or explanation necessary for the performance of the committee's functions;

37.2.2.2 request from any employee of the Company any information or explanation necessary for the performance of the committee's functions;

37.2.2.3 attend any general Shareholders' Meeting;

37.2.2.4 receive all notices of and other communications relating to any general Shareholders' Meeting; and

37.2.2.5 be heard at any general Shareholders' Meeting contemplated in this paragraph on any part of the business of the meeting that concerns the committee's functions.

38 CHAIRPERSON OF THE BOARD

38.1 With effect from the Closing Date the first chairperson of the Board will be Johan van der Merwe, if he is elected or appointed as a Director, and the vice-chairperson will be Douw de Kock, who will remain chairperson and vice-chairperson respectively until the commencement of the first Board meeting of the Company after the second Annual General Meeting of the Company subsequent to the OA General Meeting, at which time their appointments will terminate.

38.2 If Johan van der Merwe is not elected or appointed as a Director, the Board will, at the first meeting of the Board after the Closing Date, elect a Director to act as the chairperson of the Board, where required, who will serve until the first Board meeting of the Company after the next Annual General Meeting of the Company.

38.3 The Board shall be entitled, with effect from the first Board meeting after the second Annual General Meeting of the Company to be held subsequent to the OA General Meeting, to elect –

38.3.1 a Director to act as the chairperson of the Board; and

38.3.2 one Director to act as vice-chairperson of the Board,

who will serve for a period of three years until the first Board meeting of the Company after the fifth Annual General Meeting of the Company after the OA General Meeting. Thereafter the Board will at each first Board meeting of the Company after every third Annual General Meeting of the Company elect a chairperson and vice-chairperson. Each such chairperson and vice-chairperson will accordingly be elected for a term that will terminate at the commencement of the first Board Meeting of the Company after every third Annual General Meeting of the Company after the Board meeting where they were elected as such.

38.4 If any chairperson or vice-chairperson resigns or his appointment as Director is terminated, the Board will elect a chairperson or vice-chairperson who will serve until a chairperson or vice-chairperson has to be elected in terms of 38.3 above.

38.5 The chairperson of the Board or, failing him, the vice-chairperson of the Board shall preside as the chairperson of each meeting of the Board; provided that, if no chairperson or vice-chairperson is present and willing to act, the Board present shall elect one of the Directors to be the chairperson of that meeting of the Board.

38.6 The chairperson of a meeting of the Board referred to in article 40 shall, subject to the Companies Act and this MOI and any decision of the Board, determine the procedure to be followed at that meeting.

38.7 Notwithstanding section 73(5)(e), the chairperson of the Board or of any meeting of the Board shall not have a second or casting vote in addition to his deliberative vote on any matter referred to the Board.

39 COMPANY SECRETARY

The Board shall appoint a company secretary in accordance with section 86.

40 DIRECTORS' MEETINGS

40.1 The Board may –

40.1.1 meet, adjourn and otherwise regulate its meetings as it thinks fit; provided that, in accordance with section 73(2), any Director shall be entitled to convene or direct the Person so authorised by the Board to convene a meeting of the Board; and

40.1.2 from time to time determine the form and time of the notice that shall be given of its meetings and the means of giving that notice, as contemplated in section 73(4), provided that, subject to article 40.2, no meeting may be convened without notice to all of the Directors. The authority of the Board in this regard is not limited or restricted by this MOI.

40.2 If each of the Directors –

40.2.1 acknowledges actual receipt of the notice and agrees that the meeting should proceed;

40.2.2 is Present at a Meeting; or

40.2.3 waives notice of the meeting,

the meeting may proceed, even if the Company failed to give the required notice of that meeting, or there was a defect in the giving of the notice.

40.3 A meeting of the Board may be conducted by Electronic Communication; or one or more Directors may participate in a meeting by Electronic Communication, so long as the Electronic Communication facility employed ordinarily enables all Persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.

40.4 The quorum for meetings of the Board will be a majority in number of the Directors (or their Alternate Directors) then in office, which majority must include, at a minimum, two of the Nominated Manager Directors or Appointed Manager Directors, provided that, unless the Board decides otherwise –

40.4.1 if a quorum is not present within 30 minutes after the time appointed for the commencement of any meeting of the Board, that meeting shall automatically be postponed without motion or vote to the same day in the following week

(or if that day is not a Business Day, the next Business Day), at the same time and place. The postponed meeting may only deal with the matters that were on the agenda of the meeting that was postponed; and

40.4.2 if at any such postponed meeting a quorum is not present within 30 minutes after the time appointed for the commencement of that meeting, then, notwithstanding section 73(5)(b), the Directors present will be deemed to constitute a quorum and will be sufficient to vote on any resolution that is tabled at that meeting.

40.5 If a meeting of the Board is postponed or adjourned, whether in terms of article 40.4 or otherwise, the Company must, within 48 hours thereafter, send notice of the postponement or adjournment to all Directors (excluding those of the Directors who have agreed not to receive such notice of postponement or adjournment or agreed that the meeting may proceed without them) and that notice must contain the time and date of, and the location for, the continuation or resumption of the meeting and the business to be dealt with thereat. If written notice is not so given, the postponed or adjourned meeting may not be held or resumed and the business that would have been dealt with thereat may be dealt with at a new meeting of which fresh notice has been given in accordance with this MOI.

40.6 At any meeting of the Board –

40.6.1 an Alternate Director shall only be entitled to attend, speak or vote in accordance with article 33.5;

40.6.2 each Director shall have one vote on every matter to be decided by the Board; and

40.6.3 a resolution of the Board shall be passed by a majority of the votes cast in the manner set out in article 40.6.2 at a quorate meeting of the Board and there is no casting vote, so in the case of a tied vote on a resolution, that resolution is not adopted. This article 40.6.3 shall not detract from the Board's ability to adopt resolutions as set out in article 41.

40.7 The Company shall keep minutes of the meetings of the Board, and any of its committees, and include in those minutes –

40.7.1 any declaration given by notice or made by a Director, as required by section 75; and

40.7.2 every resolution adopted by the Board.

40.8 Resolutions adopted by the Board –

40.8.1 must be dated and sequentially numbered; and

40.8.2 are effective as of the date of the resolution, unless the resolution states otherwise.

40.9 Any minutes of a meeting, or a resolution, signed by the chairperson of the meeting, or by the chairperson of the next meeting of the Board, shall be evidence of the proceedings of that meeting, or adoption of that resolution, as the case may be.

41 WRITTEN RESOLUTIONS BY DIRECTORS

41.1 A decision that could be voted on at a meeting of the Board may instead be adopted by a written resolution that has been submitted to all of the Directors and signed by at least a majority of Directors (or their Alternate Directors).

41.2 Any such resolution shall be as valid and effective as if it had been adopted by a duly convened and constituted meeting of Directors and shall be inserted in the Company's minute book for meetings and resolutions of Directors.

41.3 Unless the contrary is stated in the resolution, any such resolution shall be deemed to have been passed on the date on which it was signed by or on behalf of the Director (or Alternate Director) whose vote resulted in that resolution being supported by sufficient votes for that resolution to be adopted in accordance with article 41.1, irrespective of any votes received thereafter.

41.4 The resolution may consist of one or more counterpart documents, each signed by one or more Directors (or their Alternates).

41.5 An Alternate Director shall only be entitled to sign such a written resolution if permitted to do so in terms of article 33.5.1.

42 PAYMENTS TO DIRECTORS

42.1 The Company may pay remuneration to its Directors for their services as Directors, provided that such remuneration has been approved by a Special Resolution of the Shareholders passed within the two previous years and the authority of the Board in this regard is not restricted or limited by this MOI. For the avoidance of doubt, it is recorded that this article 42 does not apply to remuneration paid to executive Directors for their services as employees of the Company.

42.2 Each Director shall be paid all travelling, subsistence and other expenses properly incurred by him in the execution of his duties as a Director (including attending meetings of the Board or of the Board committees); provided that such expenses shall first have been authorised or subsequently ratified by the Board.

42.3 Any Director who is required to –

42.3.1 devote special attention to the business of the Company;

42.3.2 travel, stay or reside outside South Africa for the purpose of the Company; or

42.3.3 otherwise perform services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director,

may be paid such extra remuneration or allowances (either in addition to or in substitution for any other remuneration to which he may be entitled as a Director), as a disinterested quorum of the Board may from time to time determine.

43 BORROWING POWERS

The -

43.1 borrowing powers of the Company; and

43.2 powers of the Company to mortgage or encumber its undertaking and property or any part thereof and to issue debentures or debenture stock (whether secured or unsecured), whether outright or as security for any debt, liability or obligation of the Company or of any third party,

shall be unlimited and shall be exercised by the Directors.

44 INDEMNIFICATION AND INSURANCE FOR DIRECTORS

44.1 For the purposes of this article 44, a Director includes –

44.1.1 a former Director and an Alternate Director;

44.1.2 a Prescribed Officer;

44.1.3 the Company Secretary of the Company; and

44.1.4 a Person who is a member of a committee of the Board,

irrespective of whether or not the Person is also a member of the Board.

44.2 The Board may, on behalf of the Company, as contemplated in sections 78(4), 78(5) and 78(7) –

44.2.1 advance expenses to a Director to defend litigation in any proceedings arising out of the Director's service to the Company; and

44.2.2 directly or indirectly indemnify a Director for expenses contemplated in article 44.2.1, irrespective of whether or not it has advanced those expenses, if the proceedings –

44.2.2.1 are abandoned or exculpate that Director; or

44.2.2.2 arise in respect of any liability for which the Company may indemnify the Director, in terms of article 44.2.3;

44.2.3 indemnify a Director (on terms and conditions which are the same as, or different from, the terms and conditions of the indemnity contained in article 44.3) against any liability arising from the conduct of that Director, other than a liability or fine contemplated in section 78(6);

44.2.4 purchase or pay for insurance to protect –

44.2.4.1 a Director against any liability or expense for which the Company is permitted to indemnify the Director in accordance with article 44.2.3;

44.2.4.2 the Company against any contingency, including any expenses –

44.2.4.2.1.1 that the Company is permitted to advance in accordance with article 44.2.1; or

44.2.4.2.1.2 for which the Company is permitted to indemnify a Director in accordance with article 44.2.2; or

44.2.4.2.1.3 any liability for which the Company is permitted to indemnify a Director in accordance with article 44.2.3,

and the authority of the Board in this regard is not limited or restricted by this MOI.

44.3 The Company shall and is hereby obliged to indemnify each Director against (and pay to each Director, on demand by that Director, the amount of) any loss, liability, damage, cost (including all legal costs reasonably

incurred by the Director in dealing with or defending any claim) or expense ("**Loss**") which that Director may suffer as a result of any act or omission of that Director in his capacity as a Director; provided that –

44.3.1 this indemnity shall not extend to any Loss –

44.3.1.1 against which the Company is not permitted to indemnify a Director by section 78(6);

44.3.1.2 arising from any gross negligence or recklessness on the part of that Director;

44.3.1.3 arising from any loss of or damage to reputation; or

44.3.1.4 in the event and to the extent that the Director has recovered or is entitled and able to recover the amount of that Loss in terms of any insurance policy (whether taken out or paid for by the Company or otherwise),

and Directors shall not, in terms of this indemnity, be entitled to recover the Losses referred to in this article 44.3.1 from the Company. All Losses other than those referred to in this article 44.3.1 are referred to herein as "**Indemnified Losses**";

44.3.2 each Director's right to be indemnified by the Company in terms of this article 44.3 shall exist automatically upon his/her becoming a Director and shall endure even after he/she ceases to be a Director until he/she can no longer suffer or incur any Indemnified Loss;

44.3.3 if any claim is made against a Director in respect of any Indemnified Loss, then –

44.3.3.1 the Director shall not admit any liability in respect thereof and the Director shall notify the Company of any such claim within a reasonable time after the Director becomes aware of such claim, in order to enable the Company to contest such claim. Notwithstanding the foregoing provisions of this article 44.3.3, the Company's liability in terms of this indemnity shall not be affected by any failure of the Director to comply with this article 44.3.3 save in the event and to the extent that the Company proves that such failure has resulted in the Indemnified Loss being greater than it would have been had the Director complied with this article 44.3.3; and

44.3.3.2 the Company shall, at its own expense and with the assistance of its own legal advisers, be entitled to contest any such claim in the name of the Director until finally determined by the highest court to which appeal may be made (or which may review any decision or judgment made or given in relation thereto) or to settle any such claim and shall be entitled to control the proceedings in regard thereto; provided that –

44.3.3.2.1 the Director shall (at the expense of the Company and, if the Director so requires, with the involvement of the Director's own legal advisers) render to the Company such assistance as the Company may reasonably require of the Director in order to contest such claim;

44.3.3.2.2 the Company shall regularly, and in any event on demand by the Director, inform the Director fully of the status of the contested claim and furnish the Director with all documents and information relating thereto which may reasonably be requested by the Director;

44.3.3.2.3 the Company shall consult with the Director prior to taking any major steps in relation to or settling such contested claim and, in particular, before making or agreeing to any announcement or other publicity in relation to such claim; and

44.3.3.2.4 the Company shall not make any admission of wrongdoing on behalf of the Director without the Directors' express consent therefor;

44.3.4 to the extent that any Indemnified Loss consists of or arises from a claim or potential claim that the Company might otherwise have had against the Director, then the effect of this indemnity shall be to prevent the Company from making such claim against the Director, who shall be immune to such claim, and such claim shall therefore be deemed not to arise;

44.3.5 if this article 44.3 is amended at any time, no such amendment shall detract from the rights of the Directors in terms of this article in respect of any period prior to the date on which the resolution effecting such amendment is adopted by the Shareholders;

44.3.6 all provisions of this article 44.3 are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this article 44.3 which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, shall, only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of this MOI shall remain of full force and effect; and

44.3.7 this indemnity shall not detract from any separate indemnity that the Company may sign in favour of the Director.

PART F – GENERAL PROVISIONS

45 FINANCIAL STATEMENTS AND ACCESS TO COMPANY INFORMATION

45.1 The Company shall prepare annual Financial Statements in accordance with the Companies Act and the Regulations and shall have those annual Financial Statements audited to the extent required by the Board and the Companies Act.

45.2 The Company shall, following the end of each financial year, deliver (or cause to be delivered) the required number of copies of its audited annual Financial Statements for that financial year (and, if the Company has Subsidiaries, the audited group annual Financial Statements of the Company and its Subsidiaries for that financial year) to all Shareholders for presentation at its upcoming Annual General Meeting at least 15 Business Days before that Annual General Meeting. A Shareholder may give the Company an address for the purposes of receiving Electronic Communications, in which case a copy of such documents may be delivered electronically to that Shareholder at that address.

45.3 Except as set out in article 17, 20 and this article 45, no information rights are established by this MOI in favour of a person who holds or has a Beneficial Interest in any Securities issued by the Company in addition to those rights created by sections 26 and 31.

46 FINANCIAL ASSISTANCE

46.1 **Financial assistance for subscription for or purchase of Securities**

The Board may, as contemplated in section 44 and subject to the requirements of that section, authorise the Company to provide financial assistance by way of a loan, guarantee, the provision of security or otherwise, to any Person for the purpose of, or in connection with, the subscription for any option, or any Securities, issued or to be issued by the Company or a Related or Inter related company, or for the purchase of any such Securities. The authority of the Board in this regard is, accordingly, not limited or restricted by this MOI.

46.2 **Financial assistance to Directors, Prescribed Officers and Related and Inter-related Companies**

The Board may, as contemplated in section 45 and subject to the requirements of that section, authorise the Company to provide direct or indirect financial assistance to a Director or Prescribed Officer of the Company, or of a Related or Inter-related company, or to a Related or Inter-related company or corporation, or to a Member of a Related or Inter-related corporation, or to a Person Related to any such company, corporation, director, Prescribed Officer or Member. The authority of the Board in this regard is, accordingly, not limited or restricted by this MOI.

47 DISTRIBUTIONS AND OTHER PAYMENTS TO SHAREHOLDERS

47.1 Subject to the Companies Act and this MOI, the Board may declare any Distribution.

47.2 The Company may transmit any Distribution or other money payable in respect of a Company Security –

47.2.1 by electronic bank transfer to such bank account as the holder of such Company Security may have notified to the Company in writing for this purpose; or

47.2.2 if the Security Holder referred to in article 47.2.1 has not notified the Company of a bank account in terms of article 47.2.1, by ordinary post to the postal address of such Security Holder (or, where two or more Persons are registered as the joint holders of a Company Security, to the address of the joint holder whose name stands first in the Securities Register) recorded in the Securities Register or such other address as such Security Holder may previously have notified to the Company in writing for this purpose,

and the Company shall not be responsible for any loss in transmission.

47.3 Any Distribution or other money payable in respect of a Company Security –

47.3.1 which is unclaimed may be retained by the Company and held in trust indefinitely until claimed by the holder thereof or until such Security Holder's claim therefor prescribes in terms of article 47.3.2;

47.3.2 may only be claimed for such period as may be applicable to such Security Holder's claim therefor in terms of the laws of prescription from the date on which it accrued to such Security Holder, after which period such Security Holder's claim therefor shall prescribe and that Distribution or other money shall, unless the Board decides otherwise, be forfeited for the benefit of the Company; and

47.3.3 shall not bear interest against the Company,

and the Board shall, for the purpose of facilitating the winding-up or deregistration of the Company before the date of any such prescription, be entitled to delegate to any bank, registered as such in accordance with the

laws of South Africa, or other institution willing to undertake the obligation attaching to such delegation, the liability for payment of any such Distribution or other money, the claim for which has not been prescribed in terms of the foregoing.

47.4 Distributions (in the form of a dividend or otherwise) shall be paid to Shareholders registered as at a Record Date subsequent to the date of declaration or, if applicable, date of confirmation of the Distribution, whichever is the later date.

48 FUNDAMENTAL TRANSACTIONS

Subject to any restrictions imposed on the Company elsewhere in this MOI and the requirements of the Companies Act, the Company shall be entitled to propose, agree to and implement any disposal referred to in section 112, any amalgamation or merger referred to in section 113 or any scheme of arrangement referred to in section 114.

49 NOTICES

49.1 Any notice to the Company, Shareholders or Directors may be given in any manner prescribed in the Table CR3 to the Regulations and any notice so given shall be deemed to have been delivered as provided for in the Regulations as a result of the relevant method of delivery.

49.2 Each Shareholder and Director shall –

49.2.1 notify the Company in writing of a postal address, which address shall be his registered address for the purposes of receiving written notices from the Company by post; and

49.2.2 unless otherwise agreed with the Company, notify the Company in writing of an e-mail address and facsimile number, which address shall be his address for the purposes of receiving notices by way of e-mail or facsimile, respectively,

and, if he has not notified the Company of any such postal address, e-mail address and facsimile number, then he shall not be entitled to receive notices from the Company until a postal address, e-mail address or facsimile number is provided.

49.3 The postal address notified by any Shareholder to the Company in terms of article 49.2.1 must be a postal address within South Africa.

50 RESOLUTION OF DISPUTES

50.1 In the event of there being any dispute between any of the Shareholders or between a Shareholder and the Company, including any dispute arising out of or in respect of –

50.1.1 any of the provisions of this Memorandum of Incorporation; and/or

50.1.2 any right and/or obligation of any Shareholder, in its capacity as a Shareholder, against or to the Company and/or any other Shareholder,

such dispute shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa or its successor-in-title ("**AFSA**") by a single arbitrator appointed by AFSA. There shall be no right of appeal as provided for in article 22 of such rules.

50.2 If AFSA no longer exists then the arbitrator shall be appointed by the President for the time being of the Cape Law Society and the arbitration shall be conducted in accordance with the Arbitration Act No 42 of 1965.

50.3 Notwithstanding anything to the contrary contained in this article 50, any party to the dispute shall be entitled to obtain interim relief on an urgent basis from any competent court having jurisdiction.

50.4 For the purposes of article 50.3 and for the purposes of having any award made by the arbitrator being made an order of court, each of the Parties hereby submits itself to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town.

SCHEDULE 1 – SHARE CAPITAL

The numbers and classes of Shares which the Company is authorised to issue are set out below:

1 10,000,000,000 Ordinary Shares, having no par value, having the preferences, rights, limitations and other terms contemplated in article 9 of the MOI.

SCHEDULE 2 – SPECIALLY PROTECTED MATTERS

The following are the Specially Protected Matters referred to in the Memorandum of Incorporation that takes effect from the date that ARC holds at least 5% of the issued Ordinary Shares and that will be in effect during the period that ARC holds at least 5% of the issued Ordinary Shares –

1. the incurral or commitment to incur any capital expenditure in excess of 5% of the Fund Value, other than in respect of any acquisition made by the Company in the ordinary course of business, in any financial year in aggregate;

2. any transaction or the incurral of any liability to dispose of any asset at a sale price in excess of 5% of the Fund Value, save for any sale of a Portfolio Company or any other company in which the Company has an equity interest in the ordinary course of conduct of its business;

3. any change in the nature or scope of the business or the commencement of any business by the Company which is of a capital intensive nature, other than any investments made in the ordinary course of business;

4. any change in the authorised Ordinary Shares in excess of 10,000,000,000 Ordinary Shares;

5. any change in any rights attaching to any Shares of the Company including, without limitation (i) any change in the Share capital pursuant to any proposed listing of the Shares of the Company on any recognised stock exchange and/or (ii) the granting of any right to subscribe for Shares at any time or any other option in respect of the Shares, but excluding any issue of Shares during a Financial Year, constituting less than 5% of the issued Shares in respect of each investment, subject to an annual maximum of 10% of the issued Shares in the aggregate.

6. except for (i) contracts already approved in terms of the annual budget of the Company and/or (ii) contracts relating to Bedrywe or its clients, the entry into, or amendment, by the Company of any contract, liability or commitment which –

6.1. is of a long term ("long term" meaning for this purpose, having a duration in excess of 1 (one) calendar year) or unusual nature and is of a material magnitude or nature ("material" meaning a contract with a value in excess of an amount equal to 5% of the Fund Value at the time the contract is entered into); or

6.2. could involve an obligation of a material magnitude or nature not provided for in the then current annual budget and/or liability for a material expenditure not provided for in the then current annual budget, ("material" meaning in excess of an amount equal to 5% of the Fund Value);

7. the entry into or termination by the Company, of any partnership, joint venture, profit sharing agreement, technology licence or collaboration other than such partnership, joint venture, profit sharing agreement, technology licence or collaboration that amount to investments made by the Company in the ordinary course of its business;

8. major decisions relating to the conduct (including the settlement thereof) of material legal proceedings to which the Company is a party where the claim value is 5% or more of the Fund Value;

9. any contracts, or amendments thereto, between the Company and –

9.1. any Shareholder;

9.2. the Holding company of the Company; and/or

9.3. any Subsidiary of the Holding company of the Company; and/or

9.4. any Directors, executive management or senior employees of the Company;

10. adoption of new or any alteration of the constitutional documents of the Company;

11. the creation of any encumbrance over any of the assets of the Company (whether contingent or otherwise) or the giving of any guarantee, other than to, for the liabilities of or by Bedrywe or to its clients, or becoming surety for any third party, other than to, for or by Bedrywe or to its clients, in excess of 2% of the Fund Value per encumbrance, guarantee or suretyship, or

the creation or granting of such encumbrance, guarantee or suretyship which will have the effect that the amounts of such encumbrances, guarantees or suretyships exceed 5% of Fund Value in the aggregate over any 3 (three) year period;

12. any proposal that the Company be wound up or liquidated or that a trustee or receiver is appointed for any of its assets, or any analogous proceedings in respect of the Company;

13. the suspension, cessation or abandoning of trading of the Company;

14. any change to the dividend policy of the Company;

15. any payment of a dividend or Distribution by the Company otherwise than in accordance with the Company's agreed dividend policy;

16. the termination of the Management Agreement or dismissal of the Manager or the appointment of a new Manager, provided that in exercising such rights ARC does not change the strategic direction of the Company;

17. any amendment to the Management Agreement, provided that in exercising such rights ARC does not change the strategic direction of the Company; and

18. the -

18.1. sale of the assets of the Company or any sale of a portion of its assets (including, for the avoidance of doubt, any investment in any other entity), whether by way of a single transaction or a series of transactions; or

18.2. acquisition of assets, whether by way of a single transaction or a series of transactions,

concluded during any financial year of the Company, which exceeds in value 10% of the Fund Value, provided that in exercising such rights ARC does not (i) have any conflict of interest in respect of such sale or acquisition of assets in 18.1 above or in the acquisition of assets in 18.2 above and/or (ii) change the strategic direction of the Company.

19. any decision to permit the Company to –

19.1. incur any new indebtedness in excess of an amount of 5% of the Fund Value in the aggregate outstanding or vary the material terms of any borrowings or bank mandates, or factor or assigns any of its book debts in any financial year of the Company; or

19.2. lend any money to any Person (otherwise than by way of deposit with a bank or other institution in the normal business of which includes the acceptance of deposits) or grant any credit to any person (except to its clients in the ordinary course of business); and

20. any contracts, or amendments thereto, between the Company and any Subsidiary of the Company, which contract has a value in excess of 5% of the Fund Value.

OVERBERG AGRI LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 1998/001018/06)
(the "**Company**")

FORM OF PROXY

In this Form of Proxy unless the contrary appears from the context, words and phrases used will have the defined meanings given thereto in the Circular to which this Form of Proxy is attached.

1. **This Form of Proxy relates to the General Meeting to be held at 10:00 on 9 March 2018 at the Caledon Hotel and Spa, 1 Nerina Street, Caledon, 7230**
2. **Please print clearly when completing this Form of Proxy. A summary of the rights of Shareholders and their proxies in terms of section 58 of the Companies Act and instructions and notes explaining how to use this Form of Proxy appear at the end of this Form of Proxy.**

I/We (insert name) ______________________________ or

(insert name of company or other body corporate) ("**the Shareholder**") ______________________________

of (insert address) ______________________________

being a Shareholder of the Company and being the registered owner/s of (insert number) ______________ Shares *(see note 3)*, hereby appoint

______________________________ or, failing him/her

______________________________ or, failing him/her

the Chairman *(see note 4)* to attend and participate in the General Meeting and to speak and vote or abstain from voting for me/us/the Shareholder and on my/our/the Shareholder's behalf in respect of all matters arising (including any poll and all resolutions put to the General Meeting) at the General Meeting, even if the General Meeting is postponed, and at any resumption thereof after any adjournment.

My/Our/the Shareholder's proxy shall vote as follows –

(Indicate with a cross how you/the Shareholder wish your/the Shareholder's votes to be cast. If you do not do so, the proxy may vote or abstain at his/her discretion *(see note 6)*.)

Resolution	In favour of	Against	Abstain
SPECIAL RESOLUTION NUMBER 1: CONVERSION			
SPECIAL RESOLUTION NUMBER 2: INCREASE IN AUTHORISED ORDINARY SHARE CAPITAL			
SPECIAL RESOLUTION NUMBER 3: ADOPTION OF NEW MOI			
SPECIAL RESOLUTION NUMBER 4: SCHEME			
SPECIAL RESOLUTION NUMBER 5: EXIT OFFER			
SPECIAL RESOLUTION NUMBER 6: APPROVAL OF THE AMALGAMATION AGREEMENT AND ALLOTMENT AND ISSUE OF CONSIDERATION SHARES AND GRASSROOTS CONSIDERATION SHARES			
SPECIAL RESOLUTION NUMBER 7: FINANCIAL ASSISTANCE			
SPECIAL RESOLUTION NUMBER 8: ADDITIONAL ISSUE OF SHARES			
SPECIAL RESOLUTION NUMBER 9: ISSUE OF SHARES TO ACORN MANCO 2			
SPECIAL RESOLUTION NUMBER 10: ACORN MANCO 2 FINANCIAL ASSISTANCE			
SPECIAL RESOLUTION NUMBER 11: SHARE SPLIT			
SPECIAL RESOLUTION NUMBER 12: NAME CHANGE			
SPECIAL RESOLUTION NUMBER 13: OVERBERG AGRI BEDRYWE NAME CHANGE			
ORDINARY RESOLUTION NUMBER 1: ELECTION OF DIRECTOR - COBUS VISSER			
ORDINARY RESOLUTION NUMBER 2: ELECTION OF DIRECTOR - BUCKLEY MCGRATH			
ORDINARY RESOLUTION NUMBER 3: ELECTION OF DIRECTOR – JOHAN VAN DER MERWE			
ORDINARY RESOLUTION NUMBER 4: ELECTION OF DIRECTOR – 1 PERSON NOMINATED BY ACORN AGRI BY THE CLOSING DATE			
ORDINARY RESOLUTION NUMBER 5: GENERAL AUTHORITY			

Dated this ______________ day of ______________ 2018.

Signature ______________________________ *(see note 7)*.

SUMMARY OF RIGHTS CONTAINED IN SECTION 58 OF THE COMPANIES ACT

In terms of section 58 of the Companies Act, read with the Existing MOI –

- a Shareholder may, at any time and in accordance with the provisions of section 58 of the Companies Act, appoint any individual (including an individual who is not a Shareholder) as a proxy to participate in, and speak and vote at the General Meeting on behalf of such Shareholder;
- a Shareholder may appoint two or more persons concurrently as proxies, and may appoint more than one proxy to exercise voting rights attached to different Shares held by the Shareholder;
- a proxy may delegate his authority to act on behalf of the Shareholder to another person in accordance with the instructions contained in note 5 below;
- the appointment of a proxy is suspended at any time and to the extent that the Shareholder chooses to act directly and in person in the exercise of any such Shareholder's rights as a shareholder;
- the appointment of a proxy is revocable unless the proxy appointment expressly states otherwise;
- if the appointment of a proxy is revocable, the Shareholder may revoke the proxy appointment by (i) cancelling it in writing, or making a later inconsistent appointment of a proxy; and (ii) delivering a copy of the revocation instrument to the proxy and to the Company. The revocation of the proxy appointment constitutes a complete and final cancellation of the proxy's authority to act on behalf of the Shareholder as of the later of (i) the date stated in the revocation instrument, if any, and (ii) the date on which the revocation instrument was delivered to the proxy and to the Company;
- a proxy is entitled to exercise, or abstain from exercising, any voting right of the Shareholder without direction, except to the extent that the instrument appointing the proxy provides otherwise;
- unless revoked, the appointment of a proxy in terms of this Form of Proxy remains valid until the end of the General Meeting, even if the General Meeting or a part thereof is postponed or adjourned.

INSTRUCTIONS AND NOTES TO FORM OF PROXY

1. This Form of Proxy is for use by registered Shareholders who wish to appoint another person (a proxy) to represent them at the General Meeting. If duly authorised, companies and other corporate bodies who are registered Shareholders may appoint a proxy using this Form of Proxy, or may appoint a representative in accordance with note 12 below.
2. It is recommended that this Form of Proxy be completed and returned to the Company so as to reach it by no later than 10:00 on Friday, 9 March 2018. This Form of Proxy must, in any event, be delivered to the Company, or to the Chairman, before the proxy exercises any rights of the Shareholder at the General Meeting.

   This Form of Proxy may be delivered to the Company for the attention of the Company Secretary at the addresses set out below, or may be handed to the Chairman:

If delivered by hand	If sent by mail	If sent by email
Overberg Agri 11 Donkin Street, Caledon, 7230	Overberg Agri P.O. Box 50, Caledon, 7230	annmaries@overbergagri.co.za

3. This Form of Proxy shall apply to all of the Shares registered in the name of the Shareholder who signs this Form of Proxy at the date of the General Meeting (and all of the votes associated with those Shares) unless a lesser number of Shares is inserted.
4. A Shareholder may appoint a proxy of his own choice by inserting the name of such proxy and, if so desired, the name of an alternative proxy, in the space provided. Any such proxy need not be a Shareholder. If the name of the proxy is not inserted, the Chairman will be appointed as proxy. If more than one name is inserted, then the person whose name appears first on the Form of Proxy and who is present at the General Meeting will be entitled to act as proxy to the exclusion of any persons whose names follow.
5. The proxy appointed in this Form of Proxy may delegate the authority given to him in this Form of Proxy by delivering to the Company, in the manner required by these instructions, a further Form of Proxy which has been completed in a manner consistent with the authority given to the proxy in this Form of Proxy.
6. If –

   6.1 a Shareholder does not indicate on this Form of Proxy that the proxy is to vote in favour of or against or to abstain from voting on any resolution; or

   6.2 the Shareholder gives contradictory instructions in relation to any matter; or

   6.3 any additional resolution/s are properly put before the General Meeting; or

   6.4 any resolution listed in the Form of Proxy is modified or amended,

then the proxy shall be entitled to vote or abstain from voting, as he thinks fit, in relation to that resolution or matter. If, however, the Shareholder has provided further written instructions which accompany this Form of Proxy and which indicate how the proxy should vote or abstain from voting in any of the circumstances referred to in notes 6.1 to 6.4, then the proxy shall comply with those instructions.

7. This Form of Proxy must be dated and signed by the Shareholder appointing the proxy. If this Form of Proxy (or any instrument revoking a proxy appointment) is signed by a person on behalf of the Shareholder, whether in terms of a power of attorney or otherwise, then this Form of Proxy (or the revocation instrument, as the case may be) must be accompanied by a certified copy of the authority given by the Shareholder to the signatory, unless the Company has already received a certified copy of that authority.

8. A minor must be assisted by his parent or guardian unless the relevant documents establishing his legal capacity are produced or have been lodged with the Company.

9. The Chairman may, in his discretion, accept or reject any Form of Proxy or other written appointment of a proxy which is received by the Chairman prior to the time when the General Meeting deals with a resolution or matter to which the appointment of the proxy relates, even if that appointment of a proxy does not comply and/or has not been received in accordance with these instructions. However, the Chairman shall not accept any such appointment of a proxy unless the Chairman is satisfied that it reflects the intention of the Shareholder appointing the proxy.

10. Any alterations made in this Form of Proxy must be initialled by the authorised signatory/ies.

11. All notices which a Shareholder is entitled to receive in relation to the Company shall continue to be sent to that Shareholder and shall not be sent to the proxy, unless that Shareholder has directed the Company in writing to send such notices to the proxy and that Shareholder has paid any reasonable fee charged by the Company for doing so.

12. Companies and other corporate bodies that are Shareholders may, instead of completing this Form of Proxy, appoint a representative to represent them and exercise all of their rights at the General Meeting by giving written notice of the appointment of the representative to the Company. The notice must be accompanied by a duly certified copy of the resolution/s or other authorities in terms of which the representative is appointed. It is requested that the notice be delivered to the Company so as to reach it by no later than 10:00 on Friday, 9 March 2018. The notice may be delivered to the Company for the attention of the Company Secretary at the addresses set out in note 2 above, or may be handed to the Chairman.

OVERBERG AGRI LIMITED
(Incorporated in the Republic of South Africa)
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EXIT OFFER ACCEPTANCE AND TRANSFER FORM

In this Exit Offer Acceptance and Transfer Form, unless the contrary appears from the context, words and phrases used will have the defined meanings given thereto in the Circular to which this Exit Offer Acceptance and Transfer Form is attached.

To: The Company, for the attention of the Company Secretary

Hand deliveries to:	Postal deliveries to:	Email deliveries to:
Overberg Agri 11 Donkin Street, Caledon, 7230	Overberg Agri P.O. Box 50, Caledon, 7230	annmaries@overbergagri.co.za

Important notes and instructions concerning this Exit Offer Acceptance and Transfer Form ("Acceptance Form"):

1. This Acceptance Form is for use only in respect of the Exit Offer.
2. Full details of the Exit Offer are contained in the Circular to which this Acceptance Form is attached and forms part of.
3. Persons who have acquired Shares after the date of the issue of the Circular to which this Acceptance Form is attached, may obtain copies of the Acceptance Form and the Circular from the Company by contacting the Company Secretary telephonically at 028 214 3824 or via email at annmaries@overbergagri.co.za.
4. A separate Acceptance Form is required for each Acceptee.
5. Acceptees must complete this Acceptance Form in BLOCK CAPITALS.
6. **Part A and Part B** must be completed by all Acceptees who return this Acceptance Form.
7. **Part C** must be completed by all Acceptees who are emigrants from the Common Monetary Area (payments to such Acceptees will only be made once all the required approvals have been obtained from all Relevant Authorities).
8. **Part D** must be completed by all Acceptees who are non-residents of the Common Monetary Area or who are emigrants from the Common Monetary Area whose Shares have been released and wish for the Exit Offer Consideration to be paid to an Authorised Dealer (payments to such Acceptees will only be made once all the required approvals have been obtained from all Relevant Authorities).
9. The Exit Offer opens on the Circular Date, being 7 February 2018 and may not be accepted prior to that date.
10. If this Acceptance Form is not signed by the Acceptee and delivered to the Company prior to or by 17:00 on 13 March 2018, being the second Business Day after the General Meeting Date (the Exit Offer Closing Date), the Acceptee will be deemed not to have accepted the Exit Offer.
11. Any alteration to this Acceptance Form must be signed in full and should not be merely initialled.
12. If this Acceptance Form is signed under a power of attorney, then such power of attorney, or a notarial certified copy hereof, must be sent with this Acceptance Form for noting (unless it has already been noted by the Company).
13. **Where the Acceptee is a company or a close corporation or other corporate body, a copy of the directors' or members' or other resolution authorising the signing of this Acceptance Form must be submitted with this Acceptance Form.**
14. A minor must be assisted by his parent or guardian, unless the relevant documents establishing his legal capacity are produced or have been registered by the Company.
15. Where Shares are held jointly, all joint holders are required to sign this Acceptance Form.
16. **For an acceptance to be effective the Acceptee must also complete and sign the Form of Proxy annexed hereto.**
17. Acceptances under this Acceptance Form are irrevocable and may not be withdrawn once submitted.
18. Acceptees should consult their professional advisors in case of doubt as to the correct completion of this Acceptance Form.

PART A: TO BE COMPLETED IN BLOCK CAPITALS BY ALL ACCEPTEES WHO RETURN THIS FORM

Dear Sirs

I/We hereby accept the Exit Offer in respect of my/our holdings of Shares, as per my/our instructions contained herein.

The Details of the Shareholder who accepts the Exit Offer* (“Acceptee”):

Name of corporate body:	
*Surname:	
*First Name (in full):	
*Title (Mr, Mrs, Miss, Ms, etc.):	
**Address	
Postal code:	
*Telephone:	
*Cell phone:	
*Email address:	
*Fax number:	
Total number of Shares held by Acceptee:	

* **Where the Acceptee is a corporate body, these details must be completed in respect of the person who signs the Acceptance Form on behalf of the Acceptee**

** **Please note:** The Company will not be able to record any change of address mandated unless the following documentation is received from the relevant Acceptee:

- an original certified copy of its identity document or certificate of incorporation or trust deed
- an original certified copy of a document issued by SARS to verify its tax number (if the Shareholder do/es not have a tax number, please confirm this in writing and have the letter signed by a Commissioner of Oaths); and
- an original or an original certified copy of a service bill to verify its physical address.

1 **Acceptance, transfer and acknowledgement:**

I/We, the undersigned Acceptee/duly authorised representative of the Acceptee,

1.1 accept the Exit Offer in respect of_______________________________ Shares (“**Exit Offer Sale Shares**”) :

1.2 acknowledge that with effect from receipt by the Company of this Acceptance Form duly executed by me/us a Repurchase Agreement (“**Repurchase Agreement**”) will come into being between the Acceptee and the Company in terms whereof the Acceptee sells and the Company purchase/acquires the Exit Offer Sale Shares at the Exit Offer Price per Exit Offer Sale Share, subject to the Exit Offer Conditions Precedent and on the terms and conditions recorded in the Circular and in this Acceptance Form;

1.3 acknowledge that I am/we are aware that if the Exit offer is accepted by the Acceptee prior to the General Meeting, that the Repurchase Agreement is also subject to an Exit Offer Condition Precedent that **the Acceptee has completed and signed the Form of Proxy annexed hereto**, in terms whereof the Acceptee appoints the Chairman as the Acceptee’s proxy, to vote in favour of all the Transaction Resolutions;

1.4 acknowledge that the Acceptee is obliged to pay any and all Taxes that may be payable by the Company by reason of the sale and/or transfer or waiver of the Exit Offer Sale Shares to and in favour of the Company and that the Company is hereby authorised by the Acceptee to deduct such Taxes from the total of the Exit Offer Consideration payable by the Company to the Acceptee and to pay such Taxes to SARS;

1.5 acknowledge that, in the event of the Exit Offer Conditions Precedent not being fulfilled (or waived, where appropriate) for any reason whatsoever, that the aforesaid Repurchase Agreement will lapse and whereupon the Acceptee will have no claim for Losses or damages or costs or any other claim of any nature (all of which are hereby waived, to the extent that they may have existed) against the Company or the Company Board;

1.6 acknowledge that to the extent that the Exit Offer Sale Shares are subject to an Encumbrance in favour of Overberg Agri Bedrywe or any other Subsidiary of the Company:

1.6.1 the Company will procure the release of those Exit Offer Sale Shares with effect from the first Business Day after the Fulfilment Date (“**Delivery Date**”); and

1.6.2 the Exit Offer Consideration payable in respect thereof to the Acceptee will not be paid to the Acceptee, but will be paid to Overberg Agri Bedrywe or any other Subsidiary in favour of whom the Encumbrance operates;

1.7 acknowledge that payment in the manner described in paragraph 1.6.2 above will amount to full and final compliance with the obligations of the Company to pay such Exit Offer Consideration.

2 Delivery:

I/We, the undersigned Acceptee/duly authorised representative of the Acceptee hereby,

2.1 surrender all the Acceptee's rights to the original Share certificate/s and/or other Documents of Title that are held by the Company, representing the Exit Offer Sale Shares, registered in the name of the Acceptee to and in favour of the Company;

2.2. with effect from the Delivery Date transfer and waive, to and in favour of the Company, the Exit Offer Sale Shares and all its rights and interests therein and acknowledge and agree that the Company may on the Delivery Date or as soon as possible thereafter cancel the Exit Offer Sale Shares in its Securities Register;

2.3. irrevocably and *in rem suam*, appoints the Company Secretary and every director of the Company as the Acceptee's representative to sign any document, take any action and make any entry in the Securities Register that will have the effect of or record the waiver and or transfer by the Acceptee of all its rights and interests in respect of Exit Offer Sale Shares to and in favour of the Company;

2.4. warrants to the Company that with effect from the Delivery Date:

2.4.1. the Company will be authorised to cancel the Exit Offer Sale Shares;

2.4.2. the Acceptee will no longer have any rights and/or claims to the Exit Offer Sale Shares; and

2.4.3. the Acceptee will have no further rights in respect of or arising from the Exit Offer Sale Shares; and

2.5. authorise the Company to on or after the Delivery Date register the transfer and/or waiver of the Exit Offer Sale Shares in the Register and to cancel the Exit Offer Sale Shares.

3 Warranties

I/We, the undersigned Acceptee/duly authorised representative of the Acceptee, hereby warrant/s that:

3.1 the Acceptee is the legal and beneficial owner of, and solely entitled to, the Exit Offer Sale Shares and that it has the power and authority to Dispose of the Exit Offer Sale Shares or to the extent that the Acceptee is the nominee owner for the benefit of a beneficial owner ("**Beneficial Owner**") then both the Acceptee and the Beneficial Owner have signed the acceptance in 1.1 above and the Acceptee and the Beneficial Owner are solely entitled to the Exit Offer Sale Shares and the Acceptee and the Beneficial Owner have the power and authority to Dispose of the Exit Offer Sale Shares;

3.2. no other person or entity has any right of pre-emption right in respect of the Exit Offer Sale Shares or any other right by virtue of which any person or Entity may be entitled to demand that one or more of the Exit Offer Sale Shares be sold or transferred to him;

3.3. none of the Exit Offer Sale Shares are Encumbered (subject to 1.6 above);

3.4. the Exit Offer Sale Shares are freely transferable; and

3.5. the Repurchase Agreement constitutes a binding agreement between the Acceptee and the Company.

4. The Acceptee indemnifies and holds the Company harmless against any Losses that the Company may suffer as a result of its breach of the Repurchase Agreement (or any of the warranties contained herein).

Signed at ____ on ____ 2018.

____

Signature of Acceptee (where Exit Offer Sale Shares are held by a nominee, both that nominee and the Beneficial Owner must sign)*

____

Full name (in BLOCK LETTERS) and capacity (if appropriate)

THE ACCEPTEE IS ALSO REMINDED TO COMPLETE AND SIGN THE ENCLOSED FORM OF PROXY

* the authority (in the form of appropriate resolutions/s) of a signatory to on behalf of a company or close corporation or trust sign this Acceptance Form, must be attached to this Acceptance Form. **Also, please note that where the Exit Offer Sale Shares are held by a nominee both that nominee and the Beneficial Owner of those Shares must sign as Acceptee above**

PART B: TO BE COMPLETED IN BLOCK CAPITALS BY ACCEPTEES

I/We, being an Acceptee or acting on behalf of an Acceptee, hereby request that the Exit Offer Consideration be electronically deposited into the following bank account:

*Name of account holder:	
Bank name:	
Branch code:	
Account number:	
Swift number:	
IBAN number:	
Signature by or on behalf of Acceptee:	
Assisted by me (if applicable):	
(State full name and capacity):	
Date:	
Telephone:	**Home:
	**Work:
	**Cell:

* Payments will only be made to Acceptees' bank accounts, and not to bank accounts of other parties.

** If the Acceptee is a corporate body, the details of the representative must be completed

The Company will only be able to record the bank details if copies of the Acceptee's identity document or certificate of incorporation or trust deed (and written authority issued by the Master of the High Court authorising the trustees to act) or any other document acceptable to the Company that proves the existence of the Acceptee and a bank statement (not older than three months) is submitted with this Acceptance Form.

PART C: TO BE COMPLETED IN BLOCK CAPITALS BY ACCEPTEES WHO ARE EMIGRANTS FROM THE COMMON MONETARY AREA AND WHOSE SHARES HAVE NOT BEEN RELEASED

The Exit Offer Consideration due to an Acceptee, who is an emigrant from the Common Monetary Area and whose Shares have not been released will be forwarded to the Authorised Dealer controlling its blocked assets in terms of the Exchange Control Regulations as nominated below for its control and credited to the emigrant's blocked assets account. Accordingly, a non-resident who is an emigrant from the Common Monetary Area must provide the following information:

Name of Authorised Dealer in RSA:	
Account Number:	
Address:	

If no nomination is made above, the Exit Offer Consideration will be held in trust by the Company until a written instruction is received as to the disposal of such amount.

PART D: TO BE COMPLETED IN BLOCK CAPITALS BY ACCEPTEES WHO ARE NON-RESIDENTS OF THE COMMON MONETARY AREA OR EMIGRANTS OF THE COMMON MONETARY AREA WHOSE SHARES HAVE BEEN RELEASED AND WHO WISH TO HAVE THE EXIT OFFER CONSIDERATION PAID TO AN AUTHORISED DEALER

The Exit Offer Consideration due to an Acceptee who has a registered address outside the RSA (other than an Acceptee who is an emigrant from the Common Monetary Area and whose Shares have not been released) and whose Share certificate/s are endorsed "non-resident" will be posted to the relevant Acceptee, unless that Acceptee nominates an Authorised Dealer to which such Exit Offer Consideration should be paid.

Name of Authorised Dealer in RSA or alternative instructions:	
Account Number:	
Address:	

NOTES:

1. Emigrants of the Common Monetary Area must, in addition to Part A, also complete Part C. If Part C is not properly completed, the Exit Offer Consideration will be held in trust by the Company until claimed for a maximum period of five years, after which period such funds shall be made over to the Guardians Fund of the High Court of the RSA. No interest will accrue or be paid on any Exit Offer Consideration so held in trust.
2. All other non-residents of the Common Monetary Area must complete Part D if they wish the Exit Offer Consideration to be paid to an Authorised Dealer in the RSA.

OVERBERG AGRI LIMITED
(Incorporated in the Republic of South Africa)
(Registration number: 1998/001018/06)
(the "**Company**")

FORM OF PROXY

In this Form of Proxy unless the contrary appears from the context, words and phrases used will have the defined meanings given thereto in the Circular to which this Form of Proxy is attached.

1. **This Form of Proxy relates to the General Meeting to be held at 10:00 on 9 March 2018 at the Caledon Hotel and Spa, 1 Nerina Street, Caledon, 7230**
2. **Please print clearly when completing this Form of Proxy. A summary of the rights of Shareholders and their proxies in terms of section 58 of the Companies Act and instructions and notes explaining how to use this Form of Proxy appear at the end of this Form of Proxy.**

I/We (insert name) ______________________________ or

(insert name of company or other body corporate) ("**the Shareholder**") ______________________________

of (insert address) ______________________________

being a Shareholder of the Company and being the registered owner/s of (insert number) ______________
Shares *(see note 3)*, hereby appoint the Chairman to attend and participate in the General Meeting and to speak and vote for me/us/the Shareholder and on my/our/the Shareholder's behalf in respect of all matters arising (including any poll and all resolutions put to the General Meeting) at the General Meeting, even if the General Meeting is postponed, and at any resumption thereof after any adjournment.

My/Our/the Shareholder's proxy shall vote in favour of all the resolutions as recorded hereunder.

Resolution	In favour of	Against	Abstain
SPECIAL RESOLUTION NUMBER 1: CONVERSION	X		
SPECIAL RESOLUTION NUMBER 2: INCREASE IN AUTHORISED ORDINARY SHARE CAPITAL	X		
SPECIAL RESOLUTION NUMBER 3: ADOPTION OF NEW MOI	X		
SPECIAL RESOLUTION NUMBER 4: SCHEME	X		
SPECIAL RESOLUTION NUMBER 5: EXIT OFFER	X		
SPECIAL RESOLUTION NUMBER 6: APPROVAL OF THE AMALGAMATION AGREEMENT AND ALLOTMENT AND ISSUE OF CONSIDERATION SHARES AND GRASSROOTS CONSIDERATION SHARES	X		
SPECIAL RESOLUTION NUMBER 7: FINANCIAL ASSISTANCE	X		
SPECIAL RESOLUTION NUMBER 8: ADDITIONAL ISSUE OF SHARES	X		
SPECIAL RESOLUTION NUMBER 9: ISSUE OF SHARES TO ACORN MANCO 2	X		
SPECIAL RESOLUTION NUMBER 10: ACORN MANCO 2 FINANCIAL ASSISTANCE	X		
SPECIAL RESOLUTION NUMBER 11: SHARE SPLIT	X		
SPECIAL RESOLUTION NUMBER 12: NAME CHANGE	X		
SPECIAL RESOLUTION NUMBER 13: OVERBERG AGRI BEDRYWE NAME CHANGE	X		
ORDINARY RESOLUTION NUMBER 1: ELECTION OF DIRECTOR - COBUS VISSER	X		
ORDINARY RESOLUTION NUMBER 2: ELECTION OF DIRECTOR - BUCKLEY MCGRATH	X		
ORDINARY RESOLUTION NUMBER 3: ELECTION OF DIRECTOR – JOHAN VAN DER MERWE	X		
ORDINARY RESOLUTION NUMBER 4: ELECTION OF DIRECTOR – 1 PERSON NOMINATED BY ACORN AGRI BY THE CLOSING DATE	X		
ORDINARY RESOLUTION NUMBER 5: GENERAL AUTHORITY	X		

Dated this ______________________ day of ______________________________ 2018.

Signature ____

SUMMARY OF RIGHTS CONTAINED IN SECTION 58 OF THE COMPANIES ACT

In terms of section 58 of the Companies Act, read with the Existing MOI –

- a Shareholder may, at any time and in accordance with the provisions of section 58 of the Companies Act, appoint any individual (including an individual who is not a Shareholder) as a proxy to participate in, and speak and vote at the General Meeting on behalf of such Shareholder;
- a Shareholder may appoint two or more persons concurrently as proxies, and may appoint more than one proxy to exercise voting rights attached to different Shares held by the Shareholder;
- a proxy may delegate his authority to act on behalf of the Shareholder to another person in accordance with the instructions contained in note 5 below;
- the appointment of a proxy is suspended at any time and to the extent that the Shareholder chooses to act directly and in person in the exercise of any such Shareholder's rights as a shareholder;
- the appointment of a proxy is revocable unless the proxy appointment expressly states otherwise;
- if the appointment of a proxy is revocable, the Shareholder may revoke the proxy appointment by (i) cancelling it in writing, or making a later inconsistent appointment of a proxy; and (ii) delivering a copy of the revocation instrument to the proxy and to the Company. The revocation of the proxy appointment constitutes a complete and final cancellation of the proxy's authority to act on behalf of the Shareholder as of the later of (i) the date stated in the revocation instrument, if any, and (ii) the date on which the revocation instrument was delivered to the proxy and to the Company;
- a proxy is entitled to exercise, or abstain from exercising, any voting right of the Shareholder without direction, except to the extent that the instrument appointing the proxy provides otherwise;
- unless revoked, the appointment of a proxy in terms of this Form of Proxy remains valid until the end of the General Meeting, even if the General Meeting or a part thereof is postponed or adjourned.

INSTRUCTIONS AND NOTES TO FORM OF PROXY

1. This Form of Proxy is for use by registered Shareholders who wish to accept the Exit Offer.
2. This Form of Proxy must be completed and signed and returned to the Company, together with the Exit Offer Acceptance and Transfer Form, so as to reach it by no later than 10:00 on Friday, 9 March 2018.

   This Form of Proxy must be delivered to the Company for the attention of the Company Secretary at the addresses set out below:

If delivered by hand	If sent by mail	If sent by email
Overberg Agri 11 Donkin Street, Caledon, 7230	Overberg Agri P.O. Box 50, Caledon, 7230	annmaries@overbergagri.co.za

3. This Form of Proxy shall apply to all of the Shares registered in the name of the Shareholder who signs this Form of Proxy at the date of the General Meeting (and all of the votes associated with those Shares) unless a lesser number of Shares is inserted.
4. The proxy votes in favour of all the resolutions.
5. This Form of Proxy must be dated and signed by the Shareholder appointing the proxy. If this Form of Proxy (or any instrument revoking a proxy appointment) is signed by a person on behalf of the Shareholder, whether in terms of a power of attorney or otherwise, then this Form of Proxy (or the revocation instrument, as the case may be) must be accompanied by a certified copy of the authority given by the Shareholder to the signatory, unless the Company has already received a certified copy of that authority.
6. A minor must be assisted by his parent or guardian unless the relevant documents establishing his legal capacity are produced or have been lodged with the Company.
7. The Chairman may, in his discretion, accept or reject any Form of Proxy or other written appointment of a proxy which is received by the Chairman prior to the time when the General Meeting deals with a resolution or matter to which the appointment of the proxy relates, even if that appointment of a proxy does not comply and/or has not been received in accordance with these instructions. However, the Chairman shall not accept any such appointment of a proxy unless the Chairman is satisfied that it reflects the intention of the Shareholder appointing the proxy.
8. Any alterations made in this Form of Proxy must be initialled by the authorised signatory/ies.
9. All notices which a Shareholder is entitled to receive in relation to the Company shall continue to be sent to that Shareholder and shall not be sent to the proxy, unless that Shareholder has directed the Company in writing to send such notices to the proxy and that Shareholder has paid any reasonable fee charged by the Company for doing so.

OVERBERG AGRI BEPERK
(Ingelyf in die Republiek van Suid-Afrika)
(Registrasienommer: 1998/001018/06)
(die "**Maatskappy**" of "**Overberg Agri**")

AFRIKAANSE OORSIG

VERDUIDELIKENDE NOTA

Die definisies en interpretasies onder die opskrif "Definisies en Interpretasie" geld *mutatis mutandis* (met die nodige veranderinge) vir hierdie afdeling.

In die aanhef tot hierdie Omsendbrief word verduidelik dat sekere gedeeltes daarvan in Afrikaans beskikbaar gestel word. Dit is grotendeels oorsigtelik en vir gerief van Aandeelhouers. Daardie gedeeltes in die Engelse deel van die Omsendbrief wat nie in hierdie Afrikaanse oorsig vervat word nie, is egter nie minder belangrik nie.

Ingeval van enige teenstrydigheid tussen die Engelse weergawe en hierdie Afrikaanse oorsig sal eersgenoemde voorrang geniet.

INHOUDSOPGAWE VAN HIERDIE AFRIKAANSE OORSIG

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VEREISTE OPTREDE DEUR AANDEELHOUERS

Die definisies en interpretasies onder die opskrif "Definisies en Interpretasie" geld *mutatis mutandis* (met die nodige veranderinge) vir hierdie afdeling.

1 ONMIDDELLIKE AANDAG

Hierdie Omsendbrief is belangrik en vereis u onmiddellike aandag. Neem asseblief deeglik kennis van die volgende bepalings rakende die optrede deur Aandeelhouers vereis met betrekking tot die Algemene Vergadering en die Uittreeaanbod.

Indien u twyfel oor wat u moet doen, raadpleeg asseblief dadelik u Makelaar, prokureur, bankier of ander professionele adviseur. Indien u sommige van u Aandele, of alles, Vervreem het, moet hierdie Omsendbrief na die koper van sodanige Aandele of die Makelaar of ander agent waardeur die Vervreemding geskied het, gestuur word.

2 INLIGTINGSVERGADERINGS

Aandeelhouers word aangeraai om inligtingsvergaderings by te woon wat op die volgende plekke, datums en tye gehou sal word:

Datum	Tyd	Plek
Dinsdag, 13 Februarie 2018	10:00	Rietpoel
Woensdag, 14 Februarie 2018	10:00	Bredasdorp (Opleidingslokaal)
Donderdag, 15 Februarie 2018	10:00	Caledon (Koringaar)
Woensdag, 21 Februarie 2018	10:00	Moorreesburg (Koringbedryfsmuseum)

Voorleggings sal tydens hierdie vergaderings gemaak word en verteenwoordigers van die Maatskappy en Acorn Agri sal vrae beantwoord oor die Voorgestelde Transaksie en verwante en aanvullende aangeleenthede.

3 ALGEMENE VERGADERING

3.1 Algemene vergadering se datum en tyd

Die Algemene Vergadering sal op **Vrydag, 9 Maart 2018 om 10:00 by die Caledon Hotel en Spa, Nerinastraat 1, Caledon, 7230** gehou word om die Transaksiebesluite, uiteengesit in die aangehegte Kennisgewing, met of sonder wysigings, te oorweeg.

Aandeelhouers moet kennis neem dat die Onafhanklike Raad en die Maatskappydireksie se aanbeveling is dat Aandeelhouers ten gunste van die Transaksiebesluite stem.

3.2 Stemproses, bywoning en verteenwoordiging by die Algemene Vergadering

Aandeelhouers mag die Algemene Vergadering bywoon en deelneem aan die besprekings en stemproses, persoonlik of in die geval van Aandeelhouers wat nie natuurlike persone is nie, deur behoorlik gemagtigde verteenwoordigers (of kan elektronies deelneem soos beskryf in die Kennisgewing).

Alternatiewelik, indien 'n Aandeelhouer (of in die geval van 'n Aandeelhouer wat nie 'n natuurlike persoon is nie, sy behoorlik gemagtigde verteenwoordiger) nie die Algemene Vergadering kan bywoon nie, mag sodanige Aandeelhouer 'n gevolmagtigde aanstel om hom by die Algemene Vergadering te verteenwoordig deur die aangehegte Volmagvorm *(groen)* ooreenkomstig die instruksies daarin te voltooi. Die voltooide Volmagvorm moet teruggestuur word aan die Maatskappy vir die aandag van die Maatskappysekretaris en moet voor of op **Vrydag, 9 Maart 2018 om 10:00** by die volgende adres ontvang word:

Indien dit per hand afgelewer word	Indien dit per pos gestuur word	Indien dit per e-pos gestuur word
Overberg Agri Donkinstraat 11, Caledon, 7230	Overberg Agri Posbus 50, Caledon, 7230	annmaries@overbergagri.co.za

Indien die Volmagvorm nie teen die aangewese tyd by die Maatskappysekretaris by die bogenoemde adres afgelewer word nie, sal van 'n Aandeelhouer vereis word om sodanige Volmagvorm aan die Voorsitter voor te lê voordat die aangestelde gevolmagtigde enige Aandeelhouersregte by die Algemene Vergadering (of by enige verdaging of uitstel daarvan) kan uitoefen.

Maatskappye en ander regspersone (insluitend trusts en vennootskappe) wat Aandeelhouers is, mag in plaas daarvan om 'n Volmagvorm te voltooi, verteenwoordigers aanstel om hulle te verteenwoordig en al hul Aandeelhouersregte by die Algemene Vergadering uit te oefen deur skriftelik kennis aan die Maatskappy te gee van die aanstelling van die verteenwoordiger. Die kennisgewing moet, tensy bewys tot die redelike bevrediging van die Maatskappysekretaris van die magtiging van die verteenwoordiger om namens die Aandeelhouer op te tree voorheen aan die Maatskappy

verskaf is, vergesel word van 'n afskrif van die besluit/e of ander magtigings ingevolge waarvan die verteenwoordiger aangestel word. Die kennisgewing moet, tesame met die behoorlik gesertifiseerde afskrif van die besluit/e of ander magtigings waarvolgens die verteenwoordiger aangestel word, aan die Maatskappy besorg word vir die aandag van die Maatskappysekretaris, op die wyse en by die adres hierbo uiteengesit, om ontvang te word voor of op **Vrydag, 9 Maart 2018 om 10:00**. Indien die kennisgewing tesame met die behoorlik gesertifiseerde afskrif van die besluit/e of ander magtigings ingevolge waarvan die verteenwoordiger aangestel word, nie op die aangewese tyd aan die Maatskappysekretaris by die bogenoemde adres afgelewer word nie, sal van 'n Aandeelhouer vereis word om die vereiste dokumente aan die Voorsitter te verskaf voordat die aangestelde verteenwoordiger enige Aandeelhoudersregte op die Algemene Vergadering kan uitoefen (of by enige verdaging of uitstel daarvan).

Indien die Algemene Vergadering verdaag of uitgestel word, sal Volmagvorms of dokumente soos beskryf in die voorafgaande paragraaf wat vir die Algemene Vergadering soos aanvanklik belê, voorgelê is, geldig bly ten opsigte van enige verdaging of uitstel van die Algemene Vergadering.

3.3 Goedkeurings vereis by die Algemene Vergadering

Die doel van die Algemene Vergadering is om die Transaksiebesluite aan Aandeelhouers vir oorweging en goedkeuring, met of sonder wysiging, voor te lê. Aandeelhouers word aangemoedig om die Transaksiebesluite te oorweeg en om die Algemene Vergadering by te woon en om hul stemme uit te bring ten opsigte van die Transaksiebesluite.

3.4 Goedkeuring deur die Hof

Aandeelhouers word in kennis gestel dat die Maatskappy ingevolge artikel 115(3) van die Maatskappywet onder sekere omstandighede nie mag voortgaan om die Skemabesluit en/of die Uittreeaanbodbesluit te implementeer nie, ondanks die feit dat dit by die Algemene Vergadering aanvaar is. Dit kan plaasvind –

- indien die Maatskappy verplig is om die Hof te nader vir goedkeuring ingevolge artikel 115(3) van die Maatskappywet en die Maatskappy nie daarin slaag om sodanige goedkeuring te kry nie; of
- indien die Hof die Skemabesluit of die Uittreeaanbodbesluit ingevolge artikel 115(7) van die Maatskappywet nietig verklaar.

In daardie geval sal die Samesmelting nie voortgaan nie, en Aandeelhouers daarvan in kennis gestel word.

'n Afskrif van artikel 115 van die Maatskappywet wat op die vereiste goedkeuring vir die Skema en die Uittreeaanbod betrekking het, word in **Aanhangsel G** tot hierdie Omsendbrief uiteengesit. Aandeelhouers word spesifiek verwys na artikel 115(3) van die Maatskappywet wat sekere regte van Aandeelhouers uiteensit wat teen die Skemabesluit en/of die Uittreeaanbodbesluit wil stem.

4 UITTREEAANBOD

4.1 Aanvaarding en prosedure

Aandeelhouers wat die Uittreeaanbod wil aanvaar, moet die aangehegte Uittreeaanbodaanvaarding- en oordragvorm voltooi en dit teruggestuur aan die Maatskappy vir die aandag van die Maatskappysekretaris by die adres soos beskryf in paragraaf 3.2 hierbo:

4.1.1 indien die Aandeelhouer nie die Algemene Vergadering wil bywoon nie, voor of op **Vrydag, 9 Maart 2018 om 10:00**, tesame met 'n getekende Volmagvorm aangeheg by hierdie Omsendbrief *(blou)*; of

4.1.2 andersins, voor of op **13 Maart 2018 om 17:00**, wat die tweede Besigheidsdag ná die datum van die Algemene Vergadering is.

4.2 Stemreg

'n Aandeelhouer wat 'n Uittreeaanbodaanvaarding- en oordragvorm voor die Algemene Vergadering ingee moet tesame daarmee 'n Volmagvorm aan die Maatskappy lewer wat die Voorsitter aanwys om op die Algemene Vergadering namens hom ten gunste van al die Transaksiebesluite te stem. Indien so 'n Aandeelhouer enige ander Volmagvorms (of, in die geval van 'n Aandeelhouer wat 'n maatskappy of ander regspersoon is, enige ander dokument wat 'n verteenwoordiger aanstel om hom by die Algemene Vergadering te verteenwoordig) aan die Maatskappy lewer, of die Algemene Vergadering bywoon en sy stemreg uitoefen, sal dit geag word dat hy sy aanvaarding van die Uittreeaanbod teruggetrek het.

Indien die Aandeelhouer die Algemene Vergadering wil bywoon en sy stemreg wil uitoefen, moet die Aandeelhouer die Uittreeaanbodaanvaarding- en oordragvorm ná die Algemene Vergadering (maar voor die Uittreeaanbod-Sluitingsdatum) ingee.

4.3 Aandeelhouers word ook na Afdeling H van die Omsendbrief verwys vir meer inligting oor die Uittreeaanbod.

5 IMPLEMENTERING VAN BESLUITE

In die geval dat die Samesmeltingsooreenkoms nie onvoorwaardelik word nie en verval, sal die Maatskappy slegs Spesiale Besluite 1 en 2 en Gewone Besluit 5 implementeer, en sal die Maatskappy nie enige van die ander Spesiale- of Gewone Besluite implementeer nie.

BELANGRIKE DATUMS EN TYE BETREFFENDE DIE ALGEMENE VERGADERING EN DIE UITTREEAANBOD

Die definisies en interpretasies onder die opskrif "Definisies en Interpretasie" geld *mutatis mutandis* (met die nodige veranderinge) vir hierdie afdeling.

Die datums en tye in die onderstaande tabelle is gebaseer op die veronderstelling dat daar geen Teenstemmende Aandeelhouers is nie.

	2018
Rekorddatum om te bepaal welke Aandeelhouers geregtig is om die Omsendbrief te ontvang	Vrydag, 2 Februarie
Datum van uitreiking en pos van die Omsendbrief aan Aandeelhouers en Kennisgewing van Algemene Vergadering (**"Omsendbriefdatum"**)	Woensdag, 7 Februarie
Aanvangsdatum van die Uittreeaanbod	Woensdag, 7 Februarie
Laaste dag om Aandele te verhandel om in die Register opgeneem te word op die Stemrekorddatum	Donderdag, 1 Maart
Versoek dat die Volmagvorms aan die Maatskappysekretaris voorsien moet word teen 10:00 op	Vrydag, 9 Maart
Stemrekorddatum ten einde op die Algemene Vergadering te mag stem	Dinsdag, 6 Maart
Laaste datum vir Aandeelhouers om ingevolge artikel 164 van die Maatskappywet kennis te gee van beswaar teen die Skemabesluit en Uittreeaanbodbesluit voor 10:00 op	Vrydag, 9 Maart
Algemene Vergadering om 10:00 op	**Vrydag, 9 Maart**
Uittreeaanbod-Sluitingsdatum om 17:00 op	Dinsdag, 13 Maart
Laaste datum vir Aandeelhouers om kennis te gee ingevolge artikel 115(3)(a) van die Maatskappywet voor 10:00	Vrydag, 16 Maart
Verwagte datum waarop al die Opskortende Voorwaardes vervul sal wees (**"Voldoeningsdatum"**)	Maandag, 23 April
Verwagte Berekeningsdatum	Donderdag, 26 April
Verwagte Uittreeaanbod-Betaaldatum	Maandag, 30 April
Verwagte Sluitingsdatum van Samesmeltingsooreenkoms (**"Sluitingsdatum"**)	Woensdag, 2 Mei
Verwagte datum van die implementering van die Aandeleonderverdeling (**"Aandeleonderverdelingsdatum"**)	Donderdag, 3 Mei

Notas:

1 Aandeelhouers word verwys na Afdeling N van die Omsendbrief (wat 'n opsomming bevat van Teenstemmende Aandeelhouers se Waardasieregte) rakende regte wat aan die Aandeelhouers verleen word, die uitoefening waarvan die vervulling van die Opskortende Voorwaardes en/of die datums waarna hierbo verwys word, kan beïnvloed, en derhalwe, die Sluitingsdatum of die implementering van die Samesmelting.

2 Die Maatskappy behou die reg voor om enige van die datums waarna hierbo verwys word, te verander. Indien daar enige wysigings is van die datums waarna hierbo verwys word as gevolg van Teenstemmende Aandeelhouers wat hul regte uitoefen, of om enige ander rede, sal 'n hersiene rooster in die "Die Burger"- en "The Cape Times"-koerante gepubliseer word en/of aan Aandeelhouers gestuur word. Insgelyks, indien die Samesmelting nie voortgaan nie as gevolg van Teenstemmende Aandeelhouers wat hul regte uitoefen of om enige ander rede, sal Aandeelhouers daaroor ingelig word.

3 Alle tye waarna in hierdie Omsendbrief verwys word, is verwysings na Suid-Afrikaanse standaardtyd.

DEFINISIES EN INTERPRETASIE

In hierdie Omsendbrief en in al die Bylaes en Aanhangsels (behalwe Aanhangsel A), tensy die konteks 'n ander bedoeling aandui, sluit 'n woord of uitdrukking wat enige geslag aandui ook die ander geslag in, 'n natuurlike persoon sluit 'n regspersoon in en omgekeerd. So ook sluit die enkelvoud die meervoud in en omgekeerd en die volgende woorde en uitdrukkings het die onderstaande betekenisse:

"Aandeelhouers"	die gewone aandeelhouers van die Maatskappy;
"Aandele" of **"Gewone Aandele"**	Gewone Aandele met 'n pariwaarde, of ná die Omskepping, Gewone Aandele sonder enige pariwaarde in die gemagtigde en uitgereikte Aandelekapitaal van die Maatskappy;
"Aandeleonderverdelingsdatum"	die eerste Besigheidsdag nadat die Vergoedingsaandeleuitkering plaasgevind het en die Uittreeaanbod onvoorwaardelik geword het en ten volle geïmplementeer is (dit word vermeld om twyfel te vermy dat die doel van hierdie omskrywing nie is om die voltooiing van die Samesmelting of die Voorgestelde Transaksie hierin aangeteken, te weerspieël nie, maar bloot om die voltooiing van 'n fase aan te teken, waarna die beplande Onderverdeling kan plaasvind);
"Aanvaarder"	'n Aandeelhouer wat die Uittreeaanbod aanvaar het deur 'n Uittreeaanbodaanvaarding- en oordragvorm aan die Maatskappy te verskaf ooreenkomstig die bepalings van die Uittreeaanbod, soos in die Omsendbrief en op die Uittreeaanbodaanvaarding- en oordragvorm uiteengesit;
"Aanvaarding"	'n Uittreeaanbodaanvaarding- en oordragvorm wat deur 'n Aandeelhouer onderteken en aan die Maatskappy afgelewer is ooreenkomstig die bepalings van die Uittreeaanbod soos in die Omsendbrief uiteengesit;
"ACG"	ACG Fruit Eiendoms Beperk, registrasienommer 2002/030609/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"ACG-Aankoopkontrakte"	(i) twee aandelekoopooreenkomste aangegaan op of ongeveer 5 September 2016 tussen Acorn Agri, ACG en verskeie ander partye, soos van tyd tot tyd gewysig; en (ii) 'n deposito-ooreenkoms aangegaan tussen Acorn Agri, ACG en twee ander partye op of ongeveer 23 November 2016;
"Acorn Agri"	Acorn Agri Eiendoms Beperk, registrasienommer 2012/207432/07, 'n private maatskappy met beperkte aanspreeklikheid behoorlik ingelyf ooreenkomstig die wette van die RSA;
"Acorn Agri-Aandeelhouers"	al die aandeelhouers van Acorn Agri soos aangedui in die sekuriteiteregister van Acorn Agri onmiddellik voor die aanvang van die Sluitingsdatumvergadering (*Closing Date Meeting*, soos gedefinieer in klousule 9.1 van die Samesmeltingsooreenkoms);
"Acorn Agri-Aandele"	gewone aandele uitgereik deur Acorn Agri;
"Acorn Agri-Direksie"	die raad van direkteure van Acorn Agri;
"Acorn Agri-Entiteite"	al die maatskappye waarin Acorn Agri enige aandeel het, wat die volgende is – • ACG; • Acorn Agri Services; • BKB; • Grassroots; • Lesotho; • Montagu; • die Maatskappy; • Acorn Manco; en • enige maatskappy waarin Acorn Agri in die Tussentydperk enige belegging doen;

"Acorn Agri Groep"	Acorn Agri en al sy Filiale;
"Acorn Agri-Laste"	enige en alle Laste van Acorn Agri soos op die Sluitingsdatum, maar uitsluitend: • die Laste van Acorn Agri om te presteer ingevolge die Samesmeltingsooreenkoms; en • alle Laste wat onder Toepaslike Wette nie moontlik is om aan die Maatskappy te delegeer en toe te ken nie;
"Acorn Agri-Likwidasieooreenkoms"	'n ooreenkoms tussen die Maatskappy en Acorn Agri-Aandeelhouers wat gesamentlik minstens 75% van die Acorn Agri-Aandele hou, ingevolge waarvan hulle verplig sal wees om stappe te doen vir die likwidasie en deregistrasie van Acorn Agri en ander bykomstige aangeleenthede ooreenkomstig artikel 44 van die Inkomstebelastingwet; hierdie ooreenkoms moet onder andere 'n bepaling insluit dat die Acorn Agri-Aandeelhouers wat partye tot die ooreenkoms is, onderneem om 'n Spesiale Besluit goed te keur ingevolge waarvan Acorn Agri in likwidasie geplaas word wanneer dit deur die Maatskappy vereis word;
"Acorn Agri- Ooreengekome Kontrakte"	• die ooreenkomste uiteengesit op die lys in Aanhangsel A2 tot die Samesmeltingsooreenkoms; • enige kontrakte vir die uitreiking van enige Acorn Agri-Aandele of enige Acorn Agri-Entiteitaandele, soos die geval mag wees, of vir die verkryging van bates oorgedra aan Acorn Agri of 'n Acorn Agri-Entiteit in ruil vir die uitreiking van Acorn Agri-Aandele of Acorn Agri-Entiteitaandele, soos die geval mag wees, met 'n finansiële implikasie van minder as R50,000,000; • enige ander kontrakte gesluit deur Acorn Agri met 'n finansiële implikasie van minder as R50,000,000; en • enige ander kontrakte aangegaan deur enige Acorn Agri-Entiteit in die Gewone Verloop van Besigheid;
"Acorn Agri-Opvolgeraandeelhouers"	op enige tydstip: • dié van die Acorn Agri-Aandeelhouers wat elkeen steeds alle, of 'n gedeelte van die, Vergoedingsaandele wat hulle verkry het ingevolge die Vergoedingsaandeleuitkering, of die Nasluiting-Vergoedingsaandeleuitkering, maar slegs ten opsigte daarvan; en • daardie huidige Aandeelhouers wat opvolgers in titel en eienaars is van alle, of gedeeltes van die Vergoedingsaandele, maar slegs ten opsigte daarvan;
"Acorn Agri Services"	Acorn Agri Services Beperk, registrasienommer 2002/022151/06, 'n openbare maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"Acorn Agri-Sluitingsbedrag"	die AA-Sluitingsbedrag *(AA Closing Amount)*, soos omskryf in klousule 6.4.1.1 van die Samesmeltingsooreenkoms, waarvan 'n uittreksel in **Aanhangsel A** tot hierdie Omsendbrief ingesluit is;
"Acorn Agri-Uitkeringsbesluit"	die besluit van die Acorn Agri-Direksie waarna verwys word in paragraaf 2.1 van Afdeling G van die Omsendbrief;
"Acorn Agri-Waarborge"	die waarborge ten gunste van die Maatskappy en die Maatskappy-Opvolgeraandeelhouers ingevolge die Samesmeltingsooreenkoms;
"Acorn Manco"	Acorn Manco Eiendoms Beperk, registrasienommer 2012/219309/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"Acorn Manco 2"	Acorn Manco 2 Eiendoms Beperk, registrasienommer 2009/021687/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;

"Acorn Manco 2-Inskrywingsooreenkoms"	die inskrywingsooreenkoms ingevolge waarvan Acorn Manco 2 vir 'n aantal Gewone Aandele sal inskryf gelykstaande aan die aantal Gewone Aandele wat ooreenkomstig die Acorn Manco 2-Voorkeuraandeleformule bepaal is, teen 'n inskrywingsprys per Aandeel gelykstaande aan die Vergoedingsaandelewaarde;
"Acorn Manco 2-Voorkeuraandeleformule"	die volgende formule: (A – B) x (7.5/92.5) waar A gelyk is aan die Maatskappy-Sluitingsdatumaandele en B gelyk aan die Skema-Aandele;
"Acorn Manco 2-Voorkeuraandeleooreenkoms"	die ooreenkoms aangegaan of aangegaan te word tussen Acorn Manco 2 en die Maatskappy waarvolgens die Maatskappy instem of sal instem om in te skryf vir 'n aantal voorkeuraandele in Acorn Manco 2, wat bepaal sal word ooreenkomstig die Acorn Manco 2-Voorkeuraandeleformule teen 'n inskrywingsprys per voorkeuraandeel gelyk aan die Vergoedingsaandelewaarde;
"Addisionele Aandele"	die aantal Aandele, indien enige, uitgereik aan die Acorn Agri-Opvolgeraandeelhouers ingevolge klousule 16 van die Samesmeltingsooreenkoms;
"Addisionele Vergoedingsaandele"	die aantal Aandele, indien enige, uitgereik aan die Acorn Agri-Opvolgeraandeelhouers ingevolge klousule 17 van die Samesmeltingsooreenkoms;
"African Rainbow Capital"	African Rainbow Capital Eiendoms Beperk, registrasienommer 2015/000394/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"Algemene Vergadering"	die algemene vergadering van Aandeelhouers wat op Vrydag, 9 Maart 2018 om 10:00 by die Caledon Hotel en Spa, Nerinastraat 1, Caledon, 7230 gehou sal word, by welke vergadering, onder meer, oor die Transaksiebesluite gestem sal word;
"André"	Andries Jakobus Uys, identiteitsnommer 681008 5103 089;
"APEQ" of **"Acorn Private Equity"**	Acorn Private Equity Eiendoms Beperk, registrasienommer 2009/017511/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"ARC Fonds"	die ARC Fonds, 'n *en commandite*-vennootskap, gestig in die RSA;
"ARC-Oordrag en Wysiging"	die akte van sessie en delegasie aangegaan of aangegaan te word tussen Acorn Agri, die ARC Fonds en die Maatskappy, waarvolgens die regte en verpligtinge van Acorn Agri ingevolge die Bestaande ARC en Acorn Agri-Inskrywingsooreenkoms gesedeer, toegewys en oorgedra sal word aan die Maatskappy en wat ook voorsiening kan maak vir wysigings aan die Bestaande ARC en Acorn Agri-Inskrywingsooreenkoms;
"Bedrywe-Direksie"	die raad van direkteure van Overberg Agri Bedrywe;
"Belasting"	• alle vorme van belasting, heffings, gelde, bydraes, verpligtinge, Las en beswaring soortgelyk aan belasting en alle verwante terughoudings of aftrekkings van enige aard (insluitend, om twyfel te vermy, Laste ten opsigte van indiensnemingsverwante bydraes, dividend-terughoudingsbelasting, inkomstebelasting, KWB en BTW in die RSA en ooreenstemmende verpligtinge elders); en • alle verwante boetes, strafbedinge, koste en rente, opgelê of ingesamel deur 'n Belastingowerheid;
"Belastingowerheid"	'n belasting- of ander regeringsowerheid (plaaslik of sentraal), 'n staats- of munisipale owerheid (hetsy binne of buite die RSA), wat bevoeg is om 'n Las op te lê vir Belasting of om dit in te samel, insluitend die SAID;
"Berekeningsdatum"	'n datum drie Besigheidsdae ná die Voldoeningsdatum (of sodanige vroeër of later datum ná die Voldoeningsdatum soos skriftelik deur die Partye ooreengekom);
"Besigheidsdag"	enige ander dag as 'n Saterdag, Sondag of 'n amptelike openbare vakansiedag in die RSA;

"Bestaande Acorn Agri-Fondsbestuursooreenkoms"	die fondsbestuursooreenkoms gesluit tussen Acorn Agri en APEQ gedateer 6 Februarie 2014, gewysig op 15 Junie 2016, en oorgedra deur Acorn Agri aan Acorn Agri Services op 15 Junie 2016;
"Bestaande APEQ-Span"	soos die konteks mag aandui, die werknemers en aandeelhouers, of slegs die werknemers, of slegs die aandeelhouers, van APEQ;
"Bestaande ARC en Acorn Agri-Inskrywingsooreenkoms"	die inskrywingsooreenkoms tussen African Rainbow Capital en Acorn Agri aangegaan op of ongeveer 3 April 2017 (insluitend die addendum tot die ooreenkoms gedateer 26 April 2017) en ingevolge waarvan African Rainbow Capital vir Acorn Agri-Aandele ingeskryf het en welke ooreenkoms (en addendum) op of ongeveer 1 September 2017 deur African Rainbow Capital aan die ARC Fonds oorgedra is;
"Bestaande MOI"	die akte van oprigting van die Maatskappy soos op die Ondertekeningsdatum en wat op of ongeveer 28 Junie 2017 deur die Aandeelhouers aanvaar is;
"Beswaring"	enige verband, beswaring, pand, verhipotekering, retensiereg, toewysing, titelbewaring, opsie, reg om te verkry, voorkoopsreg, skuldvergelyking, teeneis, trustreëling of enige ander sekuriteit, voorkeurreg, ekwiteit of beperking, en enige ooreenkoms om enige van die voorgaande te gee of te skep en **"Beswaar"** sal dienooreenkomstig gekonstrueer word;
"BKB"	BKB Beperk, registrasienommer 1998/012435/06, 'n openbare maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf in ooreenstemming met die wette van die RSA;
"Boltfast"	Boltfast Eiendoms Beperk, registrasienommer 2007/014081/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"Bontebok"	Bontebok Kalkwerke Eiendoms Beperk, registrasienommer 1947/025665/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"Bredasdorp Slagpale"	Bredasdorp Slagpale Eiendoms Beperk, registrasienommer 1966/011382/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"BTW"	belasting op toegevoegde waarde gehef ingevolge die Suid-Afrikaanse Wet op Belasting op Toegevoegde Waarde, Nr. 89 van 1991, soos van tyd tot tyd gewysig;
"Buitelandse Aandeelhouer"	'n Aandeelhouer wat 'n nie-inwoner van die RSA is, soos bedoel in die Valutabeheerregulasies;
"CIPC"	die Kommissie vir Maatskappye en Intellektuele Eiendom;
"EFT"	elektroniese oordrag van fondse;
"Eise"	alle eise (hetsy voorwaardelik of onvoorwaardelik, likied of illikied) vir die betaling van geld en alle ander eise of regte van watter aard dan ook en wat ook al ontstaan (hetsy op leningsrekening of andersins);
"Entiteit/e"	beteken enige natuurlike persoon, vereniging, beslote korporasie, maatskappy, maatskappy met beperkte aanspreeklikheid, ander regspersoon, belang, sakeonderneming, firma, gesamentlike onderneming, vennootskap, trust, onderneming, vrywillige vereniging of enige soortgelyke entiteit;
"Filiaal"	'n filiaal soos in die Maatskappywet omskryf;
"Gekonsolideerde Groep"	die Maatskappy en al sy Filiale ná die implementering van die Samesmelting;
"Gemagtigde Handelaar"	'n gemagtigde handelaar van die SARB, wat as sodanig in die Valutabeheerregulasies benoem is;
"Gemeenskaplike Monetêre Gebied"	Suid-Afrika, die Republiek van Namibië en die Koninkryke van Lesotho en Swaziland;
"Gewone Aandele met 'n pariwaarde"	gewone aandele met 'n pariwaarde van 15 sent in die uitgereikte aandelekapitaal van die Maatskappy;

"Gewone Aandele sonder enige pariwaarde"	gewone aandele sonder pariwaarde in die uitgereikte aandelekapitaal van die Maatskappy (synde die aandele waartoe die Gewone Aandele met 'n pariwaarde na die voltooiing van die Omskepping omskep sal wees);
"Gewone Besluit"	'n gewone besluit soos omskryf in die Maatskappywet;
"Gewone Verloop van Besigheid"	optrede deur 'n maatskappy indien daardie optrede: • in ooreenstemming met die maatskappy se praktyke in die verlede en historiese gedrag is; • in die gewone gang van die normale daaglikse bedrywighede van sy besigheid geneem is; en • in goeie trou in die beste belang van die besigheid van die maatskappy en/of die besigheid wat deur die Filiale van die maatskappy bedryf word, geneem word, en nie geneem word om enige bepaling, beperking of onderneming in die Samesmeltingsooreenkoms te ontduik of te vermy nie;
"Gewysigde Fondsbestuursooreenkoms"	die Bestaande Acorn Agri-Fondsbestuursooreenkoms soos gewysig ingevolge 'n addendum daartoe aangegaan of aangegaan te word tussen Acorn Agri, Acorn Agri Services, APEQ en die Maatskappy ten opsigte van die toekomstige bestuur van al die Filiale van die Maatskappy;
"Grassroots"	Grassroots Group Holdings Eiendoms Beperk, registrasienommer 2003/021692/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
"Grassroots Bear Division"	daardie deel van die besigheid van Grassroots wat bestaan uit die produksie en verkope van Yoyo Rolls, Bear Paws en Bear Claws;
"Grassroots-Oordraggewers"	die Grassroots-Oordraggewers *(Grassroots Transferors)* soos omskryf in paragraaf 6.7 van Afdeling G van die Omsendbrief;
"Grassroots-Oordraggewersaandele"	die Aandele wat aan Grassroots-Oordraggewers uitgereik mag word ingevolge klousule 21.7 van die Samesmeltingsooreenkoms en verder omskryf in paragraaf 6.9 van Afdeling G van die Omsendbrief;
"Grassroots-Transaksie"	die transaksie wat in klousule 21 van die Samesmeltingsooreenkoms beskryf word ('n afskrif van klousule 21 vorm deel van **Aanhangsel A** tot hierdie Omsendbrief);
"Grassroots-Vergoedingsaandele"	die Aandele wat die Maatskappy ingevolge klousules 21.1 tot 21.6 van die Samesmeltingsooreenkoms verplig mag word om aan Acorn Agri uit te reik ('n afskrif van klousule 21 vorm deel van **Aanhangsel A** tot hierdie Omsendbrief);
"Hof"	enige hof in die RSA met bevoegde jurisdiksie;
"IFVS"	Internasionale Finansiële Verslagdoeningstandaarde soos van tyd tot tyd deur die Internasionale Raad vir Rekeningkundige Standaarde uitgereik;
"Inkomstebelastingwet"	die Inkomstebelastingwet, Nr. 58 van 1962, soos van tyd tot tyd gewysig;
"Intellektuele Eiendom"	al Acorn Agri se intellektuele eiendom op die Sluitingsdatum, van enige aard of vorm en waar ook al geleë, insluitend enige kopiereg, naam, handelstyle, kentekens, logo's, handelsmerke, tekeninge, ontwerpe, patroon, geregistreerde ontwerp, patent, uitvinding, ontdekking, proses, formules, kennis, rekenaarprogrammatuur, kliëntlyste, domeinname, vertroulike inligting, klandisiewaarde of enige toepassing ten opsigte van die voorafgaande;
"Kennisgewing"	die kennisgewing van die Algemene Vergadering wat deel vorm van hierdie Omsendbrief;
"Kennisgewing van Wysiging"	Vorm CoR 15.2 uitgereik ingevolge Artikel 16 van die Maatskappywet en Regulasies 15(2) en (3) van die Maatskappyeregulasies, synde 'n Kennisgewing van Wysiging van Akte van Oprigting en die vereiste aanhangsels;

“Kontrakbreukaandele”	die Aandele omskryf as *AA Breach Shares* of *OA Breach Shares* in klousules 16 en 17 van die Samesmeltingsooreenkoms (afskrifte van klousules 16 en 17 vorm deel van **Aanhangsel A** tot hierdie Omsendbrief) wat die Maatskappy verplig mag wees om aan Acorn Agri-Aandeelhouers of Maatskappy-Opvolgeraandeelhouers, na gelang van die geval, uit te reik in die geval van die verbreking van die Acorn Agri-Waarborge of Maatskappywaarborge;
“Kontrakte”	(i) die ooreenkomste aangegaan deur Acorn Agri soos uiteengesit in Aanhangsel A1 tot die Samesmeltingsooreenkoms (insluitend, om twyfel te vermy, enige wysigings daartoe) en (ii) die Acorn Agri- Ooreengekome Kontrakte; en al die regte en verpligtinge van Acorn Agri wat voortspruit uit die voorgenoemde, maar uitgesluit die Samesmeltingsooreenkoms;
“KWB”	kapitaalwinsbelasting ingevolge die Agtste Skedule tot die Inkomstebelastingwet;
“Landbouer”	’n individu, soos deur ’n geregistreerde rekenmeester of ouditeur gesertifiseer, wat betrokke is by boerdery, insluitend maar nie beperk nie tot die bewerking van grond, veetelery of die produksie van gewasse en wat direk of indirek minstens 51% van sy inkomste uit landboubedrywighede ontvang, met dien verstande dat sodanige sertifisering slegs een keer aan die Maatskappy voorsien moet word, naamlik wanneer daardie individu vir die eerste keer genomineer word om as ’n direkteur verkies te word;
“Las/te”	enige verpligting of las, hetsy werklik, voorwaardelik of andersins, en sluit enige aanspreeklikheid as borg, mede-hoofskuldenaar, waarborggewer, skadeloossteller of andersins vir die laste van enige ander Entiteit in; dit sluit ook enige aanspreeklikheid ten opsigte van uitgestelde Belasting in;
“Lesotho”	Lesotho Milling Company Eiendoms Beperk, registrasienommer 71/24, ’n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van Lesotho;
“Liasseer”	om ’n dokument aan die CIPC te lewer op die wyse en in die vorm, indien enige, wat vir daardie dokument voorgeskryf is, en **“Geliasseer”** en **“Liassering”** sal dienooreenkomstig gekonstrueer word;
“Louw”	Louwrens Erasmus Coetzer, identiteitsnommer 611215 5018 085;
“Maatskappy” of **“Overberg Agri”**	Overberg Agri Beperk, registrasienommer 1998/001018/06, ’n openbare maatskappy, behoorlik ingelyf en geregistreer ooreenkomstig die wette van die RSA;
“Maatskappybestuurspan”	André en Louw;
“Maatskappydireksie”	die raad van direkteure van die Maatskappy;
Maatskappy-Entiteite”	al die maatskappye waarin die Maatskappy enige van die uitgereikte aandele op die Ondertekeningsdatum hou, naamlik: • Overberg Agri Bedrywe, waarvan die Maatskappy 79,238,112 van sy uitgereikte gewone aandele hou, wat 100% van sodanige uitgereikte gewone aandele is. Overberg Agri Bedrywe hou die volgende beleggings in: - Moov, met Overberg Agri Bedrywe wat 486 van sy uitgereikte gewone aandele hou, wat 51% van sodanige uitgereikte gewone aandele is; - Overberg Wealth, met Overberg Agri Bedrywe wat 295,297,661 van sy uitgereikte gewone aandele hou, wat 70% van sodanige uitgereikte gewone aandele is; - Procuro Graan, met Overberg Agri Bedrywe wat 33 van sy uitgereikte gewone aandele hou, wat 33% van sodanige uitgereikte aandele is; • Overberg Agri Beleggings, met die Maatskappy wat 349,261 van sy uitgereikte gewone aandele hou, wat 100% van sodanige uitgereikte gewone aandele is. Overberg Agri Beleggings hou die volgende beleggings in:

- Pioneer, met Overberg Agri Beleggings wat 5,000,000 van die uitgereikte gewone aandele hou; en
- ACG, met Overberg Agri Beleggings wat 1,521 van die uitgereikte gewone aandele hou, wat 25,16% van sodanige uitgereikte gewone aandele is;

- Bredasdorp Slagpale, waarvan die Maatskappy 638,500 van sy uitgereikte gewone aandele hou, wat 100% van sodanige uitgereikte gewone aandele is;
- Bontebok, met die Maatskappy wat 20,000 van sy uitgereikte gewone aandele hou, wat 74% van sodanige uitgereikte gewone aandele is;
- Boltfast, met die Maatskappy wat 100 van sy uitgereikte gewone aandele hou, wat 74,6% van sodanige uitgereikte gewone aandele is; en
- Overberg Agri Manco, waarvan die Maatskappy 100 van sy uitgereikte gewone aandele hou, wat 100% van sodanige uitgereikte gewone aandele is;

"Maatskappyeregulasies" die Maatskappyeregulasies, 2011, uitgereik ingevolge die Maatskappywet;

"Maatskappywet" die Maatskappywet, Nr. 71 van 2008, soos van tyd tot tyd gewysig;

"Maatskappygroep" die Maatskappy en al sy Filiale;

"Maatskappy-Opvolgeraandeelhouers" beteken op enige tydstip:

- dié van die Aandeelhouers wat elkeen steeds al, of 'n gedeelte van, die Aandele hou wat in hul naam in die Sekuriteiteregister van die Maatskappy geregistreer was onmiddellik voor die aanvang van die Sluitingsdatumvergadering (*Closing Date Meeting* soos gedefinieer in klousule 9.1 van die Samesmeltingsooreenkoms), maar slegs ten opsigte daarvan; en
- daardie huidige Aandeelhouers wat opvolgers-in-titel en eienaars van Maatskappy-Sluitingsdatumaandele is, maar slegs ten opsigte daarvan;

"Maatskappysekretaris" die amptelik aangestelde maatskappysekretaris van die Maatskappy, synde A Steyn;

"Maatskappy-Sluitingsbedrag" die OA-Sluitingsbedrag *(OA Closing Amount)*, soos omskryf in klousule 6.4.1.2 van die Samesmeltingsooreenkoms, waarvan 'n uittreksel in **Aanhangsel A** tot hierdie Omsendbrief ingesluit is;

"Maatskappy-Sluitingsdatumaandele" die aantal uitgereikte Aandele onmiddellik voor die aanvang van die Sluitingsdatumvergadering, (*Closing Date Meeting* soos gedefinieer in klousule 9.1 van die Samesmeltingsooreenkoms);

"Maatskappywaarborge" die waarborge ten gunste van Acorn Agri en Acorn Agri-Opvolgeraandeelhouers ingevolge die Samesmeltingsooreenkoms;

"Makelaar" 'n "aandelemakelaar" soos omskryf in die Wet op Finansiële Markte, Nr. 19 van 2012, soos van tyd tot tyd gewysig;

"Maksimum Uittreegetal" die maksimum aantal Aandele wat deur die Maatskappy verkry kan word ingevolge die Uittreeaanbod, naamlik 779,611 Aandele wat 10% van die totale aantal uitgereikte Aandele verteenwoordig;

"MOI" 'n akte van oprigting ingevolge die Maatskappywet;

"Montagu" Montagu Droëvrugte en Neute Eiendoms Beperk, registrasienommer 2005/038076/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;

"Moov" Moov Fuel Eiendoms Beperk, registrasienommer 2005/038076/07, 'n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;

"Nasluiting-Vergoedingsaandele" 10,000 Vergoedingsaandele wat as teenprestasie vir die Nasluitingsdatum-Kontant en -Kontantekwivalente uitgereik sal word (of, indien daardie Aandele uitgereik word ná die Aandeleonderverdelingsdatum, 100,000 Gewone Aandele sonder enige pariwaarde);

“Nasluiting-Vergoedingsaandeleuitkering”	die uitkering deur Acorn Agri van die Nasluiting-Vergoedingsaandele;
“Nasluitingsdatum-Kontant en Kontantekwivalente”	die kontant voorhande, kontant in bank en kleinkas (i) op die eerste dag ná die Sluitingsdatum; en (ii) ontvang deur Acorn Agri ná die Sluitingsdatum (minus alle koste wat Acorn Agri ná die Sluitingsdatum aangegaan het, ten opsigte van die verhaling van bedrae verskuldig aan Acorn Agri, die likwidasie van Acorn Agri en soos anders ooreengekom met die Maatskappy);
“NBW”	netto batewaarde;
“Nuwe Bestuurspan”	die Maatskappybestuurspan en die Bestaande APEQ-Span;
“Nuwe MOI”	die nuwe akte van oprigting van die Maatskappy wat deur die Aandeelhouers aanvaar moet word, die bepalings waarvan skriftelik deur Acorn Agri goedgekeur is en ’n afskrif van welke MOI aangeheg is as Aanhangsel B tot die Kennisgewing;
“Omsendbrief”	hierdie dokument, gedateer 7 Februarie 2018, gerig aan Aandeelhouers en wat alle aanhangsels, die Kennisgewing, die Volmagvorm en die Uittreeaanbodaanvaarding- en oordragvorm insluit;
“Omsendbriefdatum”	die datum van uitreiking van hierdie Omsendbrief, synde 7 Februarie 2018;
“Omskepping”	die omskepping van die Gewone Aandele met ’n pariwaarde na Gewone Aandele sonder enige pariwaarde;
“Onafhanklike Deskundige”	KPMG Services Eiendoms Beperk, ’n private maatskappy behoorlik ingelyf in ooreenstemming met die wette van die RSA en aangestel om eksterne advies aan die Onafhanklike Raad te gee ten opsigte van die Samesmelting, die Skema en die Uittreeaanbod ooreenkomstig die vereistes van artikel 114 van die Maatskappywet en Regulasies 90 en 110(1) van die Maatskappyeregulasies;
“Onafhanklike Deskundige se Verslag”	die verslae wat deur die Onafhanklike Deskundige voorberei is en hierby aangeheg as **Aanhangsel B**;
“Onafhanklike Raad”	gesamentlik of individueel, soos die konteks mag vereis, elk van Michael Rupert van Breda (Voorsitter), Raymond Robert Blom, Dirk Cornelis Human en Jan Christoffel Truter Viljoen, synde lede van die Maatskappydireksie wat die Maatskappy as onafhanklike direkteure beskou ingevolge Regulasie 108(8) van die Oornameregulasies;
“Ondertekeningsdatum”	15 November 2017;
“Onderverdeling”	die onderverdeling van elke Gewone Aandeel deur die uitreiking van nege Aandele aan elke Aandeelhouer vir elke Aandeel wat op die Aandeleonderverdelingsdatum gehou word;
“Oornameregulasies”	die Oornameregulasies uitgereik ingevolge artikel 120 van die Maatskappywet, soos van tyd tot tyd gewysig;
“Opskortende Voorwaardes”	die opskortende voorwaardes waaraan die Samesmeltingsooreenkoms onderhewig is, soos beskryf in klousule 3 van die Samesmeltingsooreenkoms (’n afskrif van klousule 3 word as deel van **Aanhangsel A** tot hierdie Omsendbrief ingesluit);
“Overberg Agri Bedrywe”	Overberg Agri Bedrywe Eiendoms Beperk, registrasienommer 1997/021082/07, ’n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
“Overberg Agri Beleggings”	Overberg Agri Beleggings Eiendoms Beperk, registrasienommer 1998/003837/07, ’n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
“Overberg Agri Manco”	Overberg Agri Management Services Eiendoms Beperk, registrasienommer 2014/240631/07, ’n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
“Overberg Wealth”	Overberg Wealth and Risk Management Eiendoms Beperk, registrasienommer 2015/364585/07, ’n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;

“Paneel”	die Oornamereguleringspaneel ingestel ingevolge die Maatskappywet;
“Partye”	gesamentlik, Acorn Agri, APEQ en die Maatskappy, en ’n verwysing na **“Party”** sal ’n verwysing wees na enige van hulle, soos die konteks vereis;
“Pioneer”	Pioneer Voedsel Groep Beperk, registrasienommer 1996/017676/06, ’n openbare maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
“Procuro Grain”	Procuro Grain Eiendoms Beperk, registrasienommer 2007/015773/07, ’n private maatskappy met beperkte aanspreeklikheid, behoorlik ingelyf ooreenkomstig die wette van die RSA;
“Rand” of **“R”**	die wettige geldeenheid van die RSA;
“Relevante Owerheid”	beteken enige bevoegde hof of regulatoriese- of ander gesag, of enige plaaslike-, provinsiale- of nasionale regeringsowerheid, liggaam of departement of enige interregerings- of supranasionale organisasie of enige selfregulerende owerheid, -liggaam of -organisasie;
“RSA”	die Republiek van Suid-Afrika;
“SAID”	die Suid-Afrikaanse Inkomstediens;
“Samesmelting” of **“Samesmeltingstransaksie”**	die samesmeltingstransaksie waarvolgens Acorn Agri ingevolge die bepalings van artikel 44 van die Inkomstebelastingwet die Verkoopsbates aan die Maatskappy sal oordra in ruil vir die uitreiking van die Vergoedingsaandele deur die Maatskappy en die oorname van Acorn Agri-Laste, en volgens die ander bepalings omskryf in die Samesmeltingsooreenkoms;
“Samesmeltingsooreenkoms”	die samesmeltingsooreenkoms aangegaan deur en tussen die Maatskappy, APEQ en Acorn Agri op 15 November 2017 insluitend die eerste bylae daartoe wat die bepalings en voorwaardes van die Samesmeltingstransaksie uiteensit;
“Samesmelting-Voltooiingsdatum”	die dag waarop die Nasluiting-Vergoedingsaandeleuitkering plaasvind;
“SARB”	die Suid-Afrikaanse Reserwebank;
“Sekuriteiteregister” of **“Register”**	die sekuriteiteregister van die Maatskappy;
“Skema”	die verkryging deur die Maatskappy van die Terugkoopaandele ingevolge artikel 48(2)(b) van die Maatskappywet;
“Skema-Aandele”	’n gedeelte van die Vergoedingsaandele wat bestaan uit 1,997,270 Aandele;
“Skemabesluit”	die Spesiale Besluit wat by die Algemene Vergadering voorgestel sal word ten opsigte van die goedkeuring van die Skema, waarvan die volledige bepalings in die Kennisgewing uiteengesit word;
“Sluitingsdatum”	die eerste Besigheidsdag van die kalendermaand wat op die kalendermaand volg – • waarin die Berekeningsdatum val; of • waarin die bepaling of vasstelling van die Vergoedingsaandele plaasvind, wat ook al die laaste gebeur, of enige ander datum soos skriftelik tussen die Partye ooreengekom;
“Sluitingsdatum-Kontant en -Kontantekwivalente”	enige en alle kontant voorhande, kontant in die bank en kleinkas van Acorn Agri soos op die Sluitingsdatum en spesifiek insluitend alle kontant voorhande, kontant in die bank en kleinkas van Acorn Agri soos op die Ondertekeningsdatum en deur Acorn Agri gegenereer in die tydperk vanaf sodanige datum tot en met die Sluitingsdatum, minus kontantbetalings in die Gewone Verloop van Besigheid en minus R2,000,000 of sodanige ander bedrag waarop skriftelik tussen Acorn Agri en die Maatskappy, op of ná die Berekeningsdatum, ooreengekom mag word;
“Spesiale Besluit”	’n spesiale besluit soos omskryf in die Maatskappywet;
“Stemrekorddatum”	die datum en tyd waarop ’n Aandeelhouer in die Register aangeteken moet wees om op die Algemene Vergadering te kan stem;

"Teenstemmende Aandeelhouers" Aandeelhouers wat Waardasieregte ingevolge artikel 164 van die Maatskappywet op geldige wyse uitoefen en ten opsigte waarvan geen van die gebeure soos in artikel 164(9) van die Maatskappywet uiteengesit plaasgevind het nie;

"Terugkoopaandele" 1,997,270 Aandele (25,6% van die Gewone Aandele uitgereik deur die Maatskappy) wat deur Acorn Agri gehou word;

"Terugkoopooreenkoms" die ooreenkoms wat tot stand sal kom tussen 'n Aanvaarder en die Maatskappy by die Aanvaarder se aanvaarding van die Uittreeaanbod deur die lewering van die behoorlik voltooide Uittreeaanbodaanvaarding- en oordragvorm aan die Maatskappy;

"Titeldokumente" oorspronklike aandelesertifikaat, gesertifiseerde oordragakte of enige ander bewys van eienaarskap van Aandele aanvaarbaar vir die Maatskappy (dit word vermeld dat sodanige dokumente namens die Aandeelhouers deur die Maatskappy gehou word);

"Toepaslike Wette" met betrekking tot elk van Acorn Agri of die Maatskappy of APEQ, na gelang van die geval, sluit van tyd tot tyd in alle statute, ondergeskikte wetgewing, gemene reg, regulasies, ordonnansies, verordeninge, riglyne, praktykkodes, omsendbriewe, riglyne of praktykkennisgewings, uitsprake, besluite, standaarde en soortgelyke bepalings soos gewysig, vervang, herverorden, herstateer of hervertolk:

- wat voorgeskryf, aanvaar, gemaak, gepubliseer of afgedwing word deur enige Relevante Owerheid; en
- nakoming van wat vir daardie Party verpligtend is (of was, of sal wees op die betrokke tyd waarna in die Samesmeltingsooreenkoms verwys word);

"Transaksiebesluite" al die besluite waaroor die Aandeelhouers op die Algemene Vergadering sal stem, soos in die Kennisgewing uiteengesit;

"Transaksieooreenkomste" die:

- Samesmeltingsooreenkoms;
- Gewysigde Fondsbestuursooreenkoms;
- ARC-Oordrag en Wysiging;
- Acorn Manco 2-Voorkeuraandeleooreenkoms;
- Acorn Manco 2-Inskrywingsooreenkoms; en
- Acorn Agri-Likwidasieooreenkoms;

"Tussentydperk" die tydperk vanaf die Ondertekeningsdatum tot die Sluitingsdatum (albei dae ingesluit);

"Tussentydperkbates" enige aandele, Eise, regte of enige ander bates van enige aard wat Acorn Agri gedurende die Tussentydperk verkry;

"Uitkering" die uitkering deur Acorn Agri van die Vergoedingsaandele en, waar toepaslik, die Grassroots-Vergoedingsaandele, aan die Acorn Agri-Aandeelhouers; en **"Uitkeer"** of **"Uitgekeer"** of **"Uit te Keer"** sal dienooreenkomstig gekonstrueer word;

"Uittreeaanbod" die kontantaanbod wat die Maatskappy aan die Aandeelhouers maak, ingevolge waarvan die Maatskappy aanbied om die Aandele van die Aandeelhouers terug te koop teen die Uittreeaanbodprys, onderhewig aan die Maksimum Uittreegetal;

"Uittreeaanbodaanvaarding- en oordragvorm" of **"Aanvaardingsvorm"** die Uittreeaanbodaanvaarding- en oordragvorm *(blou)* wat aangeheg is tot en deel vorm van hierdie Omsendbrief ten opsigte van die Algemene Vergadering;

"Uittreeaanbodbesluit" die Spesiale Besluit wat by die Algemene Vergadering voorgestel sal word rakende die goedkeuring van die Uittreeaanbod, die volledige bepalings soos uiteengesit in die Kennisgewing;

"Uittreeaanbod-Betaaldatum" die datum waarop die Maatskappy die Uittreeaanbodvergoeding aan Aanvaarders sal betaal, naamlik die Besigheidsdag voor die Sluitingsdatum;

"Uittreeaanbod- Opskortende Voorwaardes" die opskortende voorwaardes waaraan die Uittreeaanbod onderhewig is, soos uiteengesit in paragraaf 5 van Afdeling H van hierdie Omsendbrief;

"Uittreeaanbodprys"	die bedrag van R256 per Aandeel;
"Uittreeaanbod-Sluitingsdatum"	die laaste datum waarop Aandeelhouers die Uittreeaanbod kan aanvaar, naamlik om 17:00 op die tweede Besigheidsdag na die datum van die Algemene Vergadering;
"Uittreeaanbodvergoeding"	die teenprestasie betaalbaar deur die Maatskappy aan 'n Aanvaarder ten opsigte van die Aandele van sodanige Aanvaarder wat deur die Maatskappy teruggekoop word, welke teenprestasie sal bestaan uit 'n bedrag gelykstaande aan die Uittreeaanbodprys vermenigvuldig met die aantal Aandele wat die Maatskappy van 'n Aanvaarder teruggekoop het;
"Valutabeheerregulasies"	die Valutabeheerregulasies 1961, soos van tyd tot tyd gewysig, uitgereik ingevolge artikel 9 van die Wet op Betaalmiddels en Wisselkoerse, Nr. 9 van 1933, soos van tyd tot tyd gewysig;
"Verdienste per aandeel"	basiese verdienste per aandeel, soos omskryf in IAS33;
"Vergoedingsaandele"	die aantal Aandele bereken ingevolge klousule 6.4 van die Samesmeltingsooreenkoms, d.w.s. die Addisionele Vergoedingsaandele uitgesluit ('n afskrif van klousule 6.4 word as deel van **Aanhangsel A** tot hierde Omsendbrief ingesluit);
"Vergoedingsaandeleuitkering"	die uitkering deur Acorn Agri van alle Vergoedingsaandele, behalwe die Nasluiting-Vergoedingsaandele, aan die Acorn Agri-Aandeelhouers as 'n uitkering *in specie*, wat vir doeleindes hiervan voltooi sal wees wanneer die Maatskappy die Vergoedingsaandele, met uitsluiting van die Nasluiting-Vergoedingsaandele, direk aan die Acorn Agri-Aandeelhouers uitgereik het op die wyse soos beoog in klousule 6.2*bis* van die Samesmeltingsooreenkoms;
"Vergoedingsaandelewaarde"	die OA-Sluitingsbedrag *(OA Closing Amount)* soos omskryf in klousule 6.4.1.2 van die Samesmeltingsooreenkoms) gedeel deur die Maatskappy-Sluitingsdatumaandele ('n afskrif van klousule 6.4 word as deel van **Aanhangsel A** tot hierde Omsendbrief ingesluit);
"Verkoopsaandele"	al die aandele wat Acorn Agri in die Acorn Agri-Entiteite hou, insluitend die volgende – • 4,430 gewone aandele uitgereik deur ACG (welke 73,28% beloop van die gewone aandele uitgereik deur ACG); • 120,000,000 voorkeuraandele uitgereik deur ACG; • 1,000 gewone aandele uitgereik deur Acorn Agri Services (welke 100% beloop van die gewone aandele uitgereik deur Acorn Agri Services); • 10,361,297 gewone aandele uitgereik deur BKB (welke 11,1% beloop van die gewone aandele uitgereik deur BKB); • 186,378 gewone aandele uitgereik deur Grassroots (welke 58,72% beloop van die gewone aandele uitgereik deur Grassroots); • 62,750 gewone aandele uitgereik deur Lesotho (welke 25,1% beloop van die gewone aandele uitgereik deur Lesotho); • 735 gewone aandele uitgereik deur Montagu (welke 73,5% beloop van die gewone aandele uitgereik deur Montagu); • 10,000,000 voorkeuraandele uitgereik deur Montagu; • 106,532,116 voorkeuraandele uitgereik deur Acorn Manco; en • 1,997,270 Aandele (welke 25,6% van die Aandele beloop) (**"Terugkoopaandele"**);
"Verkoopsbates"	al die bates van Acorn Agri op die Sluitingsdatum en daarna, maar voor die Samesmelting-Voltooiingsdatum, insluitend – • die Verkoopsaandele; • die Verkoopseise; • die Tussentydperkbates;

- Sluitingsdatum-Kontant en -Kontantekwivalente;
- die Kontrakte;
- die Intellektuele Eiendom;
- Nasluitingsdatum-Kontant en -Kontantekwivalente; en
- alle klandisiewaarde van Acorn Agri op die Sluitingsdatum;

"Verkoopseise"	die eis ten bedrae van R10,583,422.84 wat Acorn Agri teen Montagu op leningsrekening het en enige en alle ander Eise wat Acorn Agri teen enige Acorn Agri-Entiteit of enige ander Entiteit op die Sluitingsdatum het, insluitend maar nie beperk nie tot, Eise vir dividende of rente, BTW-ontvangstes en ander handelsontvangstes;
"Verliese"	werklike of voorwaardelike verliese, Laste, skade, koste (insluitend regskoste op die skaal soos tussen prokureur en eie kliënt, asook enige addisionele regskoste wat verpligtend is om te betaal of redelikerwys aangegaan word) en uitgawes van welke aard ook al;
"Vervreem"	verkoop, oordra, sedeer, oorhandig, gee, skenk, ruil, van die hand sit, ontbondel, uitkeer of andersins vervreem of enige ooreenkoms, verpligting of reëling om enige van die voorafgaande te doen; en **"Vervreemding"** of **"Vervreemd"** sal dienooreenkomstig gekonstrueer word;
"Voldoeningsdatum"	die datum waarop die laaste van die Opskortende Voorwaardes vervul of van afstand gedoen word, na gelang van die geval;
"Volmagvorm"	'n volmagvorm, wat aangeheg is tot en deel vorm van hierdie Omsendbrief ten opsigte van die Algemene Vergadering;
"Voorgestelde Transaksie"	die Samesmeltingstransaksie, die Uitkering en die Uittreeaanbod;
"Voorsitter"	die voorsitter van die Algemene Vergadering;
"Waardasieregte"	die regte wat aan Aandeelhouers verleen word ingevolge artikel 164 van die Maatskappywet, waarvan 'n uittreksel in **Aanhangsel G** tot hierdie Omsendbrief uiteengesit word;
"Wesensverdienste Per Aandeel"	soos omskryf in SAIGR-omsendbrief 2/2015.

C. BRIEF VAN DIE VOORSITTER VAN OVERBERG AGRI

7 Februarie 2018

Geagte Aandeelhouer

Ons is bly om aan te kondig dat Overberg Agri and Acorn Agri 'n Samesmeltingsooreenkoms gesluit het. Met hierdie Voorgestelde Transaksie, sal ons onderskeie ondernemings in een gekombineerde entiteit saamvoeg om sodoende 'n unieke leidende nasionale landbou- en voedselbeleggingsmaatskappy te vorm. Ons deel dieselfde waardes en kultuur, 'n doelgerigte en aanvullende beleggingsportefeulje en 'n bewese bestuurs- en bedryfsrekord. Daar word ook in die vooruitsig gestel dat die nuwe onderneming in die nabye toekoms op die Johannesburgse Aandelebeurs genoteer sal word, indien toestande gunstig is.

Behalwe vir die ooglopende ontsluiting van waarde aan ons Aandeelhouers, is dit van kardinale belang vir ons om die volhoubaarheid van die landboubedrywighede van Overberg Agri te verseker en die hoë en mededingende diensvlakke aan ons kliënte te handhaaf. In hierdie verband is ooreengekom, as deel van die Voorgestelde Transaksie, om die landboubesigheid van Overberg Agri, wat deur Overberg Agri Bedrywe behartig word, te beskerm en te bevorder.

Ons glo dat die Voorgestelde Transaksie 'n geleentheid bied om te groei, gedryf deur die komplementerende besighede en besigheidsmodelle van Overberg Agri en Acorn Agri. Die gekombineerde onderneming sal 'n aantreklike kombinasie van plaaslik- en uitvoergerigte sakebedrywighede hê met blootstelling aan uitvoerverdienste, wat Aandeelhouers teen 'n verswakking van die rand en plaaslike ekonomiese- en politieke uitdagings sal verskans. Albei maatskappye het beleggings in landbou-, voedsel- en ander sektore wat goeie opbrengste genereer. Ons glo dus dat alle belanghebbendes deur hierdie transaksie bevoordeel word.

Die Acorn Agri-span is welbekend aan ons en is sedert 2004 by die onderneming betrokke toe Pierre Malan, die medestigter van Acorn Private Equity, BNK Landbou Groep Beperk en CRK Landbou Beperk gehelp het om saam te smelt en Overberg Agri te vorm. Sedert Acorn Private Equity se stigting in 2009, het dit korporatiewe finansiële- en adviesdienste aan Overberg Agri gelewer. Acorn Private Equity het Overberg Agri onder meer gehelp met die verkryging van Graanboere Groep Beperk, die eertydse beherende maatskappy van Moorreesburgse Koringboere Eiendoms Beperk, sowel as die verkryging van belange in Moov en Agricultural Packaging Eiendoms Beperk (Agpack). Voorts is Acorn Agri sedert 2014 'n substansiële Aandeelhouer van Overberg Agri en twee lede van die uitvoerende bestuur van Acorn Private Equity dien op die Maatskappydireksie. Overberg Agri en die Maatskappydireksie het tot dusver beduidende baat by hul ervaring gevind.

Hoewel dit nie ingevolge die Maatskappywet 'n vereiste is om 'n billike en redelike verslag oor die Samesmelting te bekom nie, het die Onafhanklike Direksie nietemin 'n mening met betrekking tot die Samesmelting versoek. Nadat alle redelike stappe geneem is om 'n ten volle ingeligte mening rakende die Samesmelting te vorm, is die Onafhanklike Direksie tevrede dat:

i. die Skema en die uitreiking van die Skema-Aandele as teenprestasie vir die Terugkoopaandele billik en redelik teenoor die Aandeelhouers van Overberg Agri is;

ii. die Uittreeaanbod en die Uittreeaanbodprys billik en redelik teenoor die Aandeelhouers van Overberg Agri is;

iii. die bepalings en voorwaardes van die Samesmeltingsooreenkoms billik en regverdig teenoor Overberg Agri en die Aandeelhouers van Overberg Agri is.

Sowel die Maatskappydireksie en die Onafhanklike Direksie ondersteun die Samesmelting eenparig. Ons doen dus 'n beroep op u om ten gunste van die voorgestelde Transaksiebesluite te stem. Ons moedig ook alle belanghebbendes aan om die geskeduleerde inligtingsvergaderings by te woon.

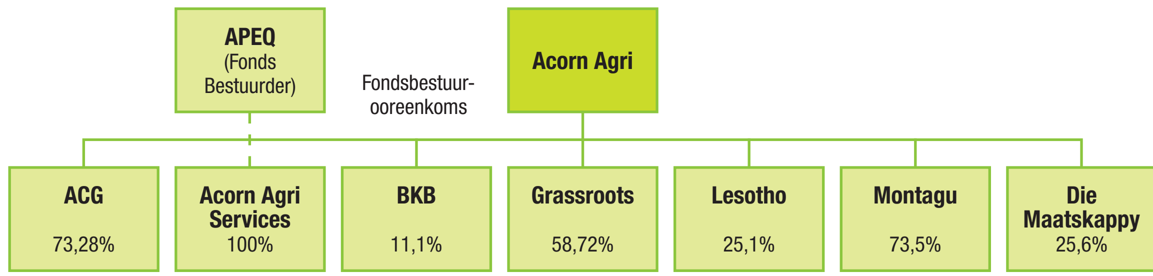
Vriendelik die uwe

Douw de Kock
Voorsitter van die Maatskappydireksie

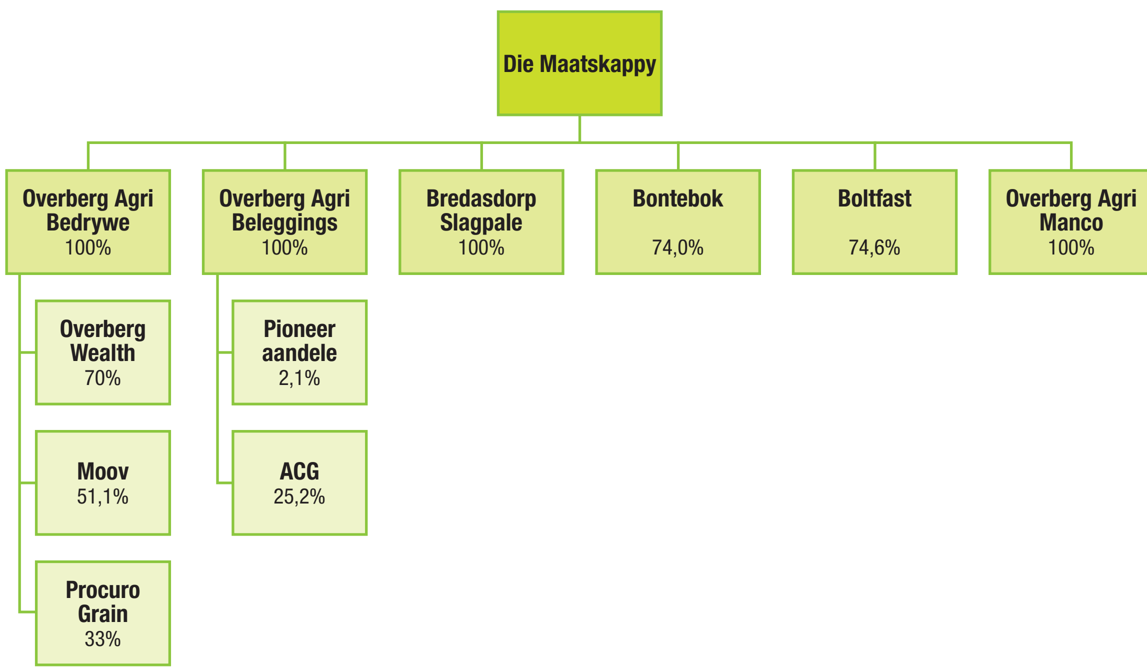
G. DIE SAMESMELTINGSTRANSAKSIE

1 Inleiding

1.1 Voor die Sluitingsdatum is die Acorn Agri Groep soos volg gestruktureer:



1.2 Voor die Sluitingsdatum is die Maatskappygroep soos volg gestruktureer:



1.3 Die Maatskappy en Acorn Agri wil die bates en laste van Acorn Agri met die bates en laste van die Maatskappy ooreenkomstig artikel 44 van die Inkomstebelastingwet saamsmelt.

1.4 Die Maatskappy en Acorn Agri het gevolglik die Samesmeltingsooreenkoms aangegaan om die Samesmelting te bewerkstellig.

2 Struktuur van die Samesmelting

2.1 Die Maatskappy en Acorn Agri het ingevolge die Samesmeltingsooreenkoms ooreengekom dat Acorn Agri die Verkoopsbates aan die Maatskappy sal Vervreem en oordra ooreenkomstig die bepalings van artikel 44 van die Inkomstebelastingwet, in ruil waarvoor die Maatskappy sal onderneem om die Vergoedingsaandele aan Acorn Agri uit te reik en die Acorn Agri-Laste oor te neem. Acorn Agri sal met ingang van die Sluitingsdatum en as 'n dividend *in specie*, deur middel van die aanvaarding van 'n Acorn Agri-Direksiebesluit ingevolge artikel 46 van die Maatskappywet (**"Acorn Agri-Uitkeringsbesluit"**), die Vergoedingsaandele (uitsluitend die Nasluiting-Vergoedingsaandele) aan die Acorn Agri-Aandeelhouers Uitkeer. Dit beteken dat die Acorn Agri-Aandeelhouers met ingang van die Sluitingsdatum geregtig sal wees om die Vergoedingsaandele te ontvang (uitsluitend die Nasluiting-Vergoedingsaandele). Die Maatskappy sal daarna op die Sluitingsdatum, teen ontvangs van lewering van die Verkoopsbates (uitsluitend die Nasluitingsdatum-Kontant en -Kontantekwivalente) die Vergoedingsaandele (uitsluitend die Nasluitingsdatum-Vergoedingsaandele) direk aan die Acorn Agri-Aandeelhouers uitreik in die verhouding waarop hulle geregtig is. Dit word derhalwe vermeld dat die uitreiking deur die Maatskappy van die Vergoedingsaandele (uitsluitend die Nasluiting-Vergoedingsaandele) op daardie wyse nakoming sal wees deur

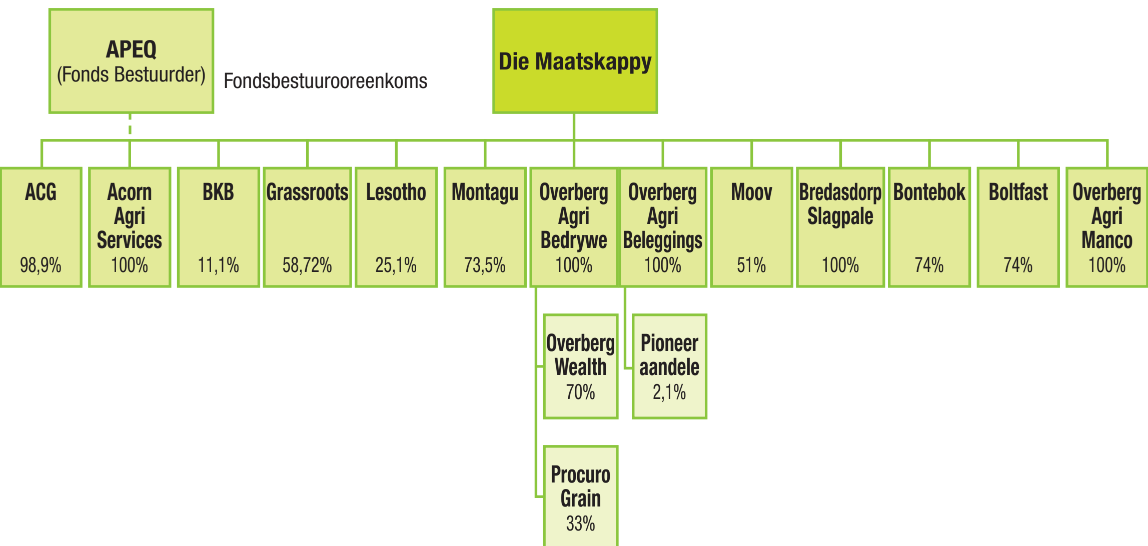
die Maatskappy van sy verpligtinge om die Vergoedingsaandele aan Acorn Agri uit te reik, asook sal voldoen aan die nakoming deur Acorn Agri van sy verpligtinge om die Vergoedingsaandele (uitsluitend die Nasluiting-Vergoedingsaandele) aan die Acorn Agri-Aandeelhouers Uit te Keer en te lewer.

2.2 Die Maatskappy mag ook verplig word om, as addisionele oorweging vir die Verkoopsbates, addisionele Aandele (**"Grassroots-Vergoedingsaandele"**) aan Acorn Agri uit te reik in die geval dat Grassroots die Grassroots-Transaksie aangaan.

3 <u>Gevolg van die Samesmelting</u>

3.1 Die gevolg van die Samesmeltingstransaksie sal wees dat die Maatskappy die eienaar van al die Verkoopsbates sal wees en aanspreeklik sal wees vir die Acorn Agri-Laste, terwyl Acorn Agri sal ophou om in bedryf te wees. Acorn Private Equity sal die fondsbestuurder van die Gekonsolideerde Groep wees.

3.2 Ná voltooiing van die Samesmeltingstransaksie en Uitkering, sal die Gekonsolideerde Groep soos volg gestruktureer wees:

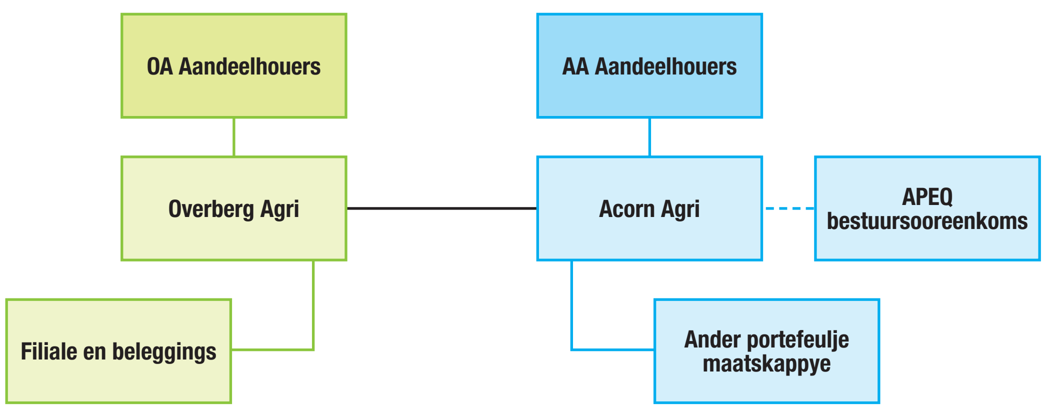


Let wel: Die verkryging, deur die Maatskappy van Overberg Agri Bedrywe en Overberg Agri Beleggings, van die belange in Moov en ACG sal geskied ingevolge afsonderlike transaksies (wat nie deel uitmaak van die Samesmelting nie).

4 <u>Transaksiestappe</u>

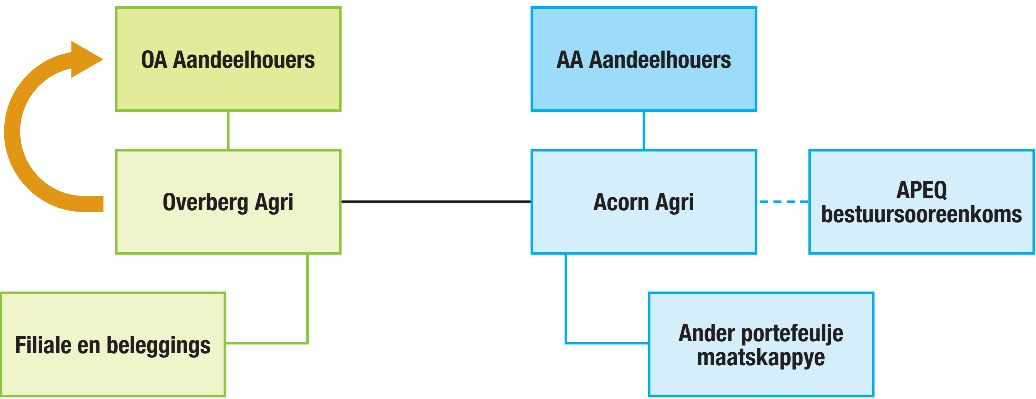
4.1 Die Voorgestelde Transaksiestappe is soos volg:

Huidige:



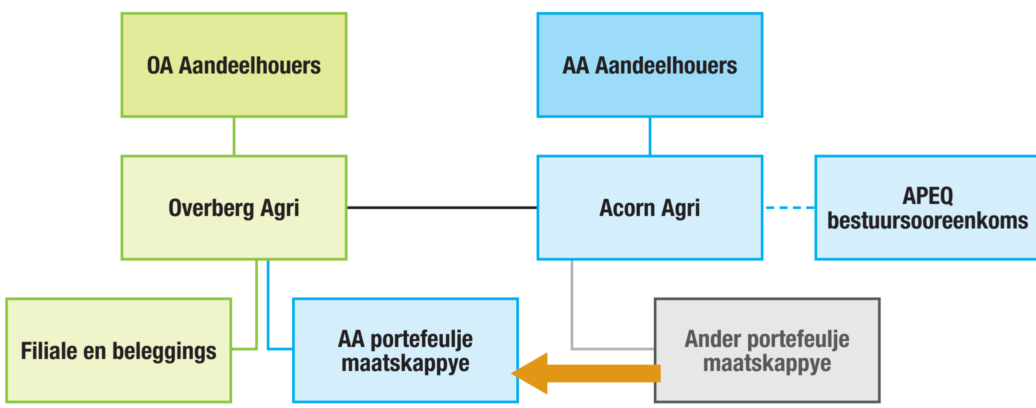
Stap 1

- Die Maatskappy maak 'n aanbod aan Aandeelhouers (behalwe Acorn Agri) om Aandele ingevolge die Uittreeaanbod terug te koop.



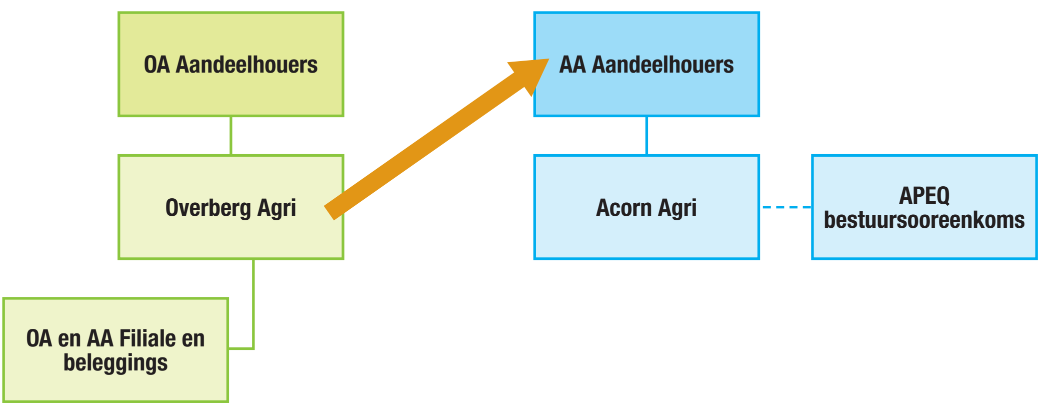
Stap 2

- Acorn Agri Vervreem die Verkoopsbates (uitsluitend die Nasluitingsdatum-Kontant en -Kontantekwivalente) aan die Maatskappy.
- Die Maatskappy reik die Vergoedingsaandele (uitsluitend die Nasluiting-Vergoedingsaandele) aan Acorn Agri uit.



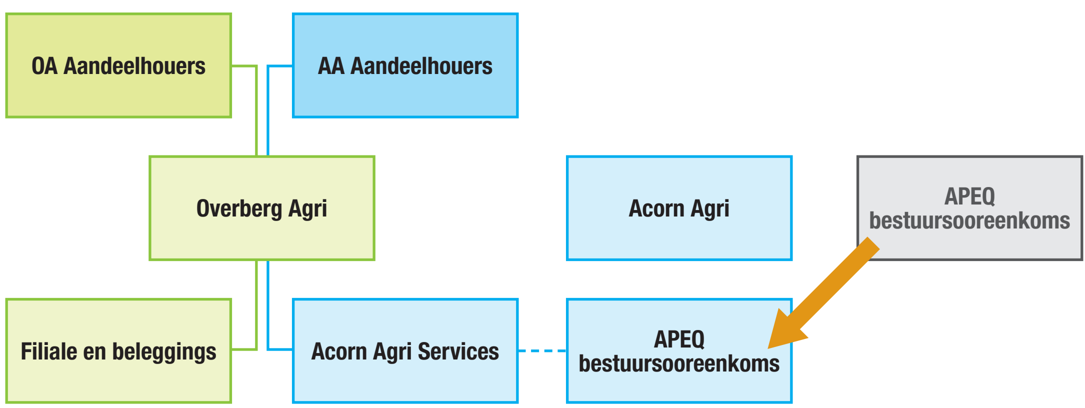
Stap 3

- Acorn Agri sal dan as 'n dividend *in specie* die Vergoedingsaandele (uitsluitend die Nasluiting-Vergoedingsaandele) aan die Acorn Agri-Aandeelhouers Uitkeer en daardie Vergoedingsaandele sal op die wyse soos beskryf in paragraaf 2.1 hierbo aan die Acorn Agri-Aandeelhouers gelewer word.
- Die Maatskappy aanvaar ook die Acorn Agri-Laste as teenprestasie vir die Verkoopsbates verkry in Stap 2.



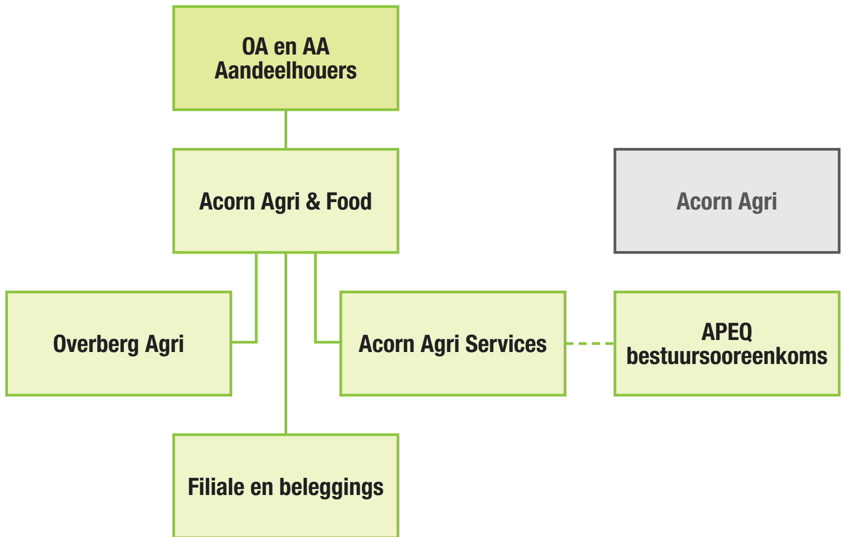
Stap 4

- Verander die name van die Maatskappy en Overberg Agri Bedrywe om hul onderskeie sakefokusse te weerspieël.
- As deel van die Voorgestelde Transaksie word die Bestaande Acorn Agri-Fondsbestuursooreenkoms gewysig op ’n wyse wat voorsiening maak vir die verskaffing van fondsbestuursdienste deur APEQ aan Acorn Agri Services, wat op sy beurt sodanige dienste aan die Gekonsolideerde Groep sal lewer.



Stap 5

- Likwideer Acorn Agri.



5 Vergoedingsaandele

5.1 Die aantal Vergoedingsaandele sal bepaal word ingevolge klousule 6.4 van die Samesmeltingsooreenkoms. ’n Afskrif van klousule 6.4 is in **Aanhangsel A** tot hierdie Omsendbrief ingesluit.

5.2 Die onderliggende beginsels met die berekening van die Vergoedingsaandele is die bepaling van die Maatskappy-Sluitingsbedrag en die Acorn Agri-Sluitingsbedrag soos bepaal op die Berekeningsdatum.

Hierdie waardes word dan gebruik om die Vergoedingsaandele te bepaal.

6 Grassroots-Transaksie

6.1 Die waarde van 100% van die Grassroots Bear Division was vasgestel op R414,000,000 (**“Bear Division-Waarde”**) en 58,72% (**“Bear Division-Belang”**) van die Bear Division-Waarde, d.w.s. R243,100,800 (**“Bear Division-Belangwaarde”**) was toegeken aan die Bear Division-Belang toe die Partye op die Ondertekeningsdatum ooreengekom het op die NBW van Acorn Agri.

6.2 Voor die Ondertekeningsdatum is onderhandelinge deur Grassroots geïnisieer om 100% van die Grassroots Bear Division te verkoop, wat tot ’n opbrengs ten opsigte van die Bear Division-Belang kan lei wat die Bear Division-Belangwaarde oorskry, wat weer ’n effek op die NBW van Acorn Agri op die Ondertekeningsdatum, soos

ooreengekom, sou kon hê. Hierdie verkoping (**"die Bear Division-Verkoping"**) kan voor of ná die Sluitingsdatum afgehandel word.

6.3 Acorn Agri en die Maatskappy het dienooreenkomstig ingestem om, in die geval dat so 'n verkoping plaasvind en die koopprys ten opsigte van die verkoping van die Grassroots Bear Division (**"die Bear-Verkoopsprys"**) voor die Berekeningsdatum ontvang word, om die oorskot-opbrengs (minus sekere koste en uitgawes) in ag te neem by die berekening van die Acorn Agri-Sluitingsbedrag.

6.4 Indien die Bear Division-Verkoping egter binne 180 dae vanaf die Sluitingsdatum plaasvind en (i) die Bear-Verkoopsprys binne 180 dae vanaf die Sluitingsdatum ontvang word of (ii) die Bear-Verkoopsprys 180 dae ná die Sluitingsdatum ontvang word, sal die Maatskappy verplig wees om addisionele Aandele aan Acorn Agri uit te reik om dit te vergoed vir die werklike waarde van die Bear Division.

6.5 Die vergoeding of die aantal addisionele Aandele wat aan Acorn Agri uitgereik sal word, sal in elkeen van die gevalle (i) of (ii) in die voorafgaande paragraaf ooreenkomstig 'n vasgestelde formule bepaal word. Die formules kan gevind word in die uittreksel uit die Samesmeltingsooreenkoms (klousules 21.1 tot 21.6) ingesluit in **Aanhangsel A** tot hierdie Omsendbrief.

6.6 Die Aandele wat ingevolge paragrawe 6.1 tot 6.5 aan Acorn Agri uitgereik kan word, word die **"Grassroots-Vergoedingsaandele"** genoem.

6.7 Sommige minderheidsaandeelhouers (**"Grassroots-Oordraggewers"**) in Grassroots mag gedurende die tydperk tussen die Ondertekeningsdatum en die Berekeningsdatum 'n ooreenkoms sluit met die Maatskappy om hul aandele (**"Grassroots-Aandele"**) in Grassroots aan die Maatskappy oor te dra (**"Ruil"**) vir die uitreiking van 'n aantal Aandele ooreengekom te word tussen die Grassroots-Oordraggewers en die Maatskappy, met ingang van die Sluitingsdatum (sien klousule 21.7.1 ingesluit in **Aanhangsel A** tot hierdie Omsendbrief).

6.8 In die geval dat die voorafgaande Ruil plaasvind en die Bear Division-Verkoping binne 180 dae ná die Sluitingsdatum gesluit en geïmplementeer word, sal die Maatskappy verplig wees om addisionele Aandele aan die Grassroots-Oordraggewers uit te reik ooreenkomstig ooreengekome beginsels en berekeninge. Aandeelhouers word verwys na klousule 21.7 in die uittreksel vervat in **Aanhangsel A** tot hierdie Omsendbrief.

6.9 Die Aandele wat ingevolge paragrawe 6.7 en 6.8 hierbo aan Grassroots-Oordraggewers uitgereik kan word, word die **"Grassroots-Oordraggewersaandele"** genoem. Daar word voorsien dat die totaal van die Grassroots-Oordraggewersaandele ná die uitreiking daarvan, nie 10% van die totale aantal uitgereikte Aandele op daardie tydstip sal oorskry nie.

6.10 Spesiale Besluit 6 soos uiteengesit in die Kennisgewing, maak voorsiening vir goedkeuring deur Aandeelhouers vir die uitreiking van die Grassroots-Vergoedingsaandele en die Grassroots-Oordraggewersaandele.

7 Aandeelhoursgoedkeurings vir uitreiking van Vergoedingsaandele en Grassroots-Vergoedingsaandele

7.1 Aandeelhouers word verwys na Spesiale Besluit 6 soos uiteengesit in die Kennisgewing.

7.2 Die Maatskappydireksie het 'n besluit aanvaar om die Vergoedingsaandele en Grassroots-Vergoedingsaandele uit te reik as teenprestasie vir die Verkoopsbates ooreenkomstig die Samesmeltingsooreenkoms.

7.3 Aangesien die Vergoedingsaandele na verwagting 30% van die totale uitgereikte Aandele ná die uitreiking daarvan sal oorskry, en Acorn Agri beskou kan word as 'n persoon soos omskryf in artikel 41(1) van die Maatskappywet, vereis die uitreiking van die Vergoedingsaandele die goedkeuring van Aandeelhouers deur 'n Spesiale Besluit ingevolge artikels 41(1) en 41(3) van die Maatskappywet.

7.4 Die Maatskappydireksie het dienooreenkomstig Spesiale Besluit 6 voorgestel om voorsiening te maak vir goedkeuring deur Aandeelhouers ingevolge artikel 41(1), tot die mate wat vereis word, en artikel 41(3) van die Maatskappywet vir die uitreiking van die Vergoedingsaandele en die Grassroots-Vergoedingsaandele.

7.5 Die effek van die aanvaarding van Spesiale Besluit 6 sal wees dat die Maatskappy en die Maatskappydireksie behoorlik gemagtig sal wees om die Vergoedingsaandele en, indien van toepassing, die Grassroots-Vergoedingsaandele uit te reik.

8 Skema

8.1 'n Gedeelte van die Verkoopsbates bestaan uit die Terugkoopaandele. Die verkryging deur die Maatskappy van die Terugkoopaandele as deel van die Verkoopsbates (wat uit meer as 5% van die uitgereikte Aandele van die Maatskappy bestaan) moet ingevolge artikel 48(8)(b) van die Maatskappywet voldoen aan artikels 114 en 115 van die Maatskappywet. Die verkryging van die Terugkoopaandele deur die Maatskappy word hierna **"die Skema"** genoem.

8.2 Alhoewel die Skema 'n onskeibare deel van die Samesmelting vorm, omrede die Skema ook goedgekeur moet word ingevolge die bepalings beskryf in paragraaf 8.1 hierbo, maak die Kennisgewing voorsiening vir 'n afsonderlike bykomende goedkeuring vir die Skema. Dit is nie bedoel om te lei tot 'n transaksie afsonderlik van die

Samesmelting nie. Die Skema word net vir een doel afsonderlik gedefinieer en dit is om te verseker dat voldoen word aan die vereistes van artikels 48(8)(b), 114 en 115 van die Maatskappywet. Verder, en slegs vir daardie doeleindes, is die Skema-Aandele aan die Terugkoopaandele toegewys en geïdentifiseer as die teenprestasie wat deur die Maatskappy uitgereik word (as deel van die Samesmelting) vir die Terugkoopaandele.

8.3 Die Skema moet goedgekeur word deur:

8.3.1 ’n Maatskappydireksiebesluit ingevolge artikel 48(2)(a) van die Maatskappywet; en

8.3.2 ’n Spesiale Besluit (**“Skemabesluit”**) wat deur die Aandeelhouers ingevolge artikel 115 van die Maatskappywet aanvaar is.

8.4 Die Maatskappydireksie het die Skema goedgekeur terwyl die Kennisgewing ’n Spesiale Besluit (Spesiale Besluit 4) bevat ingevolge artikels 115 en 41 (tot die mate van toepassing) wat aan die Aandeelhouers by die Algemene Vergadering voorgelê sal word om die Skema goed te keur.

8.5 Die gevolg van die aanvaarding van hierdie besluite sal wees dat die Maatskappydireksie en die Maatskappy die Skema, die verkryging van die Terugkoopaandele en die uitreiking van die Skema-Aandele goedgekeur het en dat die Maatskappydireksie en die Maatskappy gemagtig sal wees om die Skema te implementeer.

8.6 Die Kennisgewing sluit ook die Onafhanklike Deskundige se Verslag ingevolge artikel 114(3) van die Maatskappywet in, wat aangeheg is as **Aanhangsel B** tot hierdie Omsendbrief.

8.7 Die teenprestasie wat die Maatskappy vir die Terugkoopaandele lewer, bestaan uit die Skema-Aandele.

8.8 Op die Sluitingsdatum en onmiddellik ná die lewering van al die Verkoopsbates wat op daardie datum aan die Maatskappy gelewer moet word, insluitend die Terugkoopaandele, sal die Maatskappy die Vergoedingsaandele (uitsluitend die Nasluiting-Vergoedingsaandele) uitreik op die wyse uiteengesit in paragrawe 2.1 en 4 hierbo en in die volgende volgorde:

8.8.1 eers die Skema-Aandele; en

8.8.2 onmiddellik daarna, die balans van die Vergoedingsaandele minus die Nasluiting-Vergoedingsaandele.

9 <u>Waarborge</u>

9.1 <u>Acorn Agri-Waarborge</u>

9.1.1 Die Samesmeltingsooreenkoms bepaal dat die Maatskappy en die Maatskappy-Opvolgeraandeelhouers gesamentlik die voordeel van die Acorn Agri-Waarborge sal geniet, en in geval van ’n verbreking daarvan, sal die Maatskappy-Opvolgeraandeelhouers geregtig word op die uitreiking aan hulle van addisionele Aandele (**“Acorn Agri-Kontrakbreukaandele”**).

9.1.2 Die Maatskappy het ingevolge klousule 16 van die Samesmeltingsooreenkoms onderneem om aan ’n Maatskappy-Opvolgeraandeelhouer wat op Acorn Agri-Kontrakbreukaandele geregtig is, ’n bedrag (**“Acorn Agri-Vrywaringsbedrag”**) bereken ooreenkomstig die formule uiteengesit in klousule 16 van die Samesmeltingsooreenkoms, te betaal ter vereffening van die Verliese wat dit gely het as gevolg van die verbreking van die Acorn Agri-Waarborge. Die Maatskappy-Opvolgeraandeelhouers sal instem om in te skryf vir sodanige Acorn Agri-Kontrakbreukaandele teen ’n inskrywingsprys gelykstaande aan die Acorn Agri-Vrywaringsbedrag. Die Acorn Agri-Vrywaringsbedrag sal teen sodanige inskrywingsprys verreken word en die Acorn Agri-Kontrakbreukaandele sal aan sodanige Maatskappy-Opvolgeraandeelhouers uitgereik word.

9.1.3 Die remedies van die Maatskappy en die Maatskappy-Opvolgeraandeelhouers wat voortspruit uit die verbreking van ’n Acorn Agri-Waarborg, sal beperk word tot die reg en verpligting van Overberg Agri Bedrywe of die Maatskappy-Opvolgeraandeelhouers om die uitreiking van die Acorn Agri-Kontrakbreukaandele aan die Maatskappy-Opvolgeraandeelhouers af te dwing.

9.1.4 Die algemene beginsel is dat Acorn Agri en die Maatskappy die berekeninge wat ingevolge klousule 6.4 van die Samesmeltingsooreenkoms gemaak is, wil regstel deur die werklike Acorn Agri-Sluitingsbedrag op die Berekeningsdatum terugskouend te bepaal asof Acorn Agri en die Maatskappy op die Berekeningsdatum bewus was van al die verbrekings van die Acorn Agri-Waarborge wat na die Berekeningsdatum onder hulle aandag mag kom en dan die effek van sodanige verbrekings op die Acorn Agri-Sluitingsbedrag te herbereken (wat dan die gevolg sal hê dat die Acorn Agri-Kontrakbreukaandele aan Maatskappy-Opvolgeraandeelhouers uitgereik word). Die proses en formule vir die berekening van sodanige addisionele Aandele aan die Maatskappy-Opvolgeraandeelhouers is uiteengesit in klousule 16 van die Samesmeltingsooreenkoms, waarvan ’n afskrif deel vorm van **Aanhangsel A** tot hierdie Omsendbrief.

9.2 <u>Maatskappywaarborge</u>

9.2.1 Die Samesmeltingsooreenkoms bepaal ook dat Acorn Agri en die Acorn Agri-Opvolgeraandeelhouers gesamentlik die voordeel van die Maatskappywaarborge sal geniet, en in geval van ’n verbreking daarvan, sal Acorn Agri-

Opvolgeraandeelhouers geregtig word op die uitreiking aan hulle van addisionele Aandele (**"Maatskappy-Kontrakbreukaandele"**).

9.2.2 Die Maatskappy het ingevolge klousule 17 van die Samesmeltingsooreenkoms onderneem om aan 'n Acorn Agri-Opvolgeraandeelhouer wat op Maatskappy-Kontrakbreukaandele geregtig is, 'n bedrag (**"die Maatskappy-Vrywaringsbedrag"**) bereken ooreenkomstig die formule uiteengesit in klousule 17 van die Samesmeltingsooreenkoms, te betaal ter vereffening van die Verliese wat dit gely het as gevolg van die verbreking van die Maatskappywaarborge. Die Acorn Agri-Opvolgeraandeelhouers sal instem om in te skryf vir sodanige Maatskappy-Kontrakbreukaandele teen 'n inskrywingsprys gelykstaande aan die Maatskappy-Vrywaringsbedrag. Die Maatskappy-Vrywaringsbedrag sal teen sodanige inskrywingsprys verreken word en die Maatskappy-Kontrakbreukaandele sal aan sodanige Acorn Agri-Opvolgeraandeelhouers uitgereik word.

9.2.3 Die remedies van Acorn Agri en die Acorn Agri-Opvolgeraandeelhouers wat voortspruit uit die verbreking van 'n Maatskappywaarborg, sal beperk word tot die reg van die Acorn Agri-Dispuutparty (Acorn Agri of 'n opvolger-in-titel wat vir hierdie doel deur Acorn Agri benoem is) of die Acorn Agri-Opvolgeraandeelhouers om die uitreiking van die Maatskappy-Kontrakbreukaandele aan die Acorn Agri-Opvolgeraandeelhouers af te dwing.

9.2.4 Die algemene beginsel is dat Acorn Agri en die Maatskappy die berekeninge wat ingevolge klousule 6.4 van die Samesmeltingsooreenkoms gemaak is, wil regstel deur die werklike Maatskappy-Sluitingsbedrag op die Berekeningsdatum terugskouend te bepaal asof Acorn Agri en die Maatskappy op die Berekeningsdatum bewus was van al die verbrekings van die Maatskappywaarborge wat na die Berekeningsdatum onder hulle aandag mag kom en dan die effek van sodanige verbrekings op die Maatskappy-Sluitingsbedrag te herbereken (wat dan die gevolg sal hê dat die Maatskappy-Kontrakbreukaandele aan die Acorn Agri-Opvolgeraandeelhouers uitgereik word). Die proses en formule vir die berekening van sodanige addisionele Aandele aan die Acorn Agri-Opvolgeraandeelhouers is uiteengesit in klousule 17 van die Samesmeltingsooreenkoms, waarvan 'n afskrif deel vorm van **Aanhangsel A** tot hierdie Omsendbrief.

9.3 Besluite

9.3.1 Die vrywarings deur die Maatskappy ten gunste van die Acorn Agri-Opvolgeraandeelhouers en die Maatskappy-Opvolgeraandeelhouers waarna hierbo verwys word, mag finansiële bystand van die aard wees soos beskryf in artikels 44 en 45 van die Maatskappywet. Die Maatskappydireksie het dus, tot die mate waarin dit nodig mag wees, Spesiale Besluit 7 voorgestel om voorsiening te maak vir goedkeuring deur Aandeelhouers van sodanige finansiële bystand ingevolge artikels 44 en 45 van die Maatskappywet. Die gevolg van die aanvaarding van Spesiale Besluit 7 sal wees dat die Maatskappy, tot die mate van toepassing, gemagtig sal wees om sodanige finansiële bystand te verskaf.

9.3.2 Aandeelhouers word verder verwys na Spesiale Besluit 8 soos uiteengesit in die Kennisgewing. Die Maatskappydireksie het 'n besluit aanvaar om, waar nodig, die Acorn Agri-Kontrakbreukaandele en die Maatskappy-Kontrakbreukaandele (gesamentlik **"Kontrakbreukaandele"**) ooreenkomstig die Samesmeltingsooreenkoms uit te reik. Dit is nie seker of sodanige Kontrakbreukaandele uitgereik sal word nie en, indien wel, wat die totaal van daardie Kontrakbreukaandele sal wees en aan wie dit uitgereik sal word nie. Die Maatskappydireksie het dus, tot die mate waarin dit nodig mag wees, Spesiale Besluit 8 voorgestel om voorsiening te maak vir goedkeuring deur Aandeelhouers ingevolge artikels 41(1) en 41(3) van die Maatskappywet vir die uitreiking daarvan. In die mate wat die uitreiking van die Kontrakbreukaandele kan lei tot die verlening van finansiële bystand ingevolge artikel 44, sal die Spesiale Besluit ook ten opsigte daarvan aanvaar word.

10 Opskortende Voorwaardes

Die Samesmeltingsooreenkoms is onderhewig aan die vervulling of afstanddoening (waar van toepassing) van die Opskortende Voorwaardes, wat ingesluit en beskryf word in **Aanhangsel A** tot hierdie Omsendbrief, teen nie later nie as 30 April 2018 of sodanige latere datum waaroor Acorn Agri en die Maatskappy mag ooreenkom. Die Maatskappy sal Aandeelhouers in kennis stel indien sodanige datum uitgestel word. Indien die Maatskappy so kies, sal die uitgestelde datum in "Die Burger" en "The Cape Times"-koerante gepubliseer word.

11 Sluitingsdatum

11.1 Die Maatskappy en die Onafhanklike Raad onderneem dat, sodra die Samesmeltingsooreenkoms onvoorwaardelik word, hulle uitvoering sal gee aan die bepalings en voorwaardes van die Samesmeltingsooreenkoms en alles sal doen en alle nodige dokumente sal onderteken om uitvoering aan die Samesmeltingsooreenkoms te gee.

11.2 Al die Verkoopsbates, behalwe die Nasluitingsdatum-Kontant en -Kontantekwivalente, sal op die Sluitingsdatum aan die Maatskappy gelewer word, met dien verstande dat Kontrakte wat nie op die Sluitingsdatum aan die Maatskappy oorgedra kan word nie, so gou moontlik daarna aan die Maatskappy oorgedra sal word.

11.3 Al die Vergoedingsaandele, behalwe die Nasluiting-Vergoedingsaandele, sal teen lewering van die gedeelte van die Verkoopsbates wat in paragraaf 11.2 beskryf word, aan die Maatskappy uitgereik word ooreenkomstig paragraaf 2.1 en stap 3 hierbo.

11.4 Die Maatskappy sal ook onmiddellik ná die lewering van die Nasluitingsdatum-Kontant en -Kontantekwivalente die Nasluiting-Vergoedingsaandele aan Acorn Agri toewys en uitreik.

11.5 Acorn Agri sal ook die Nasluiting-Vergoedingsaandele aan die Acorn Agri-Aandeelhouers Uitkeer onmiddellik nadat hy lewering daarvan ontvang het.

12 <u>Nasluitingsdatum-Kontant en -Kontantekwivalente</u>

12.1 Die ACG-Aankoopkontrakte vorm nie deel van die Verkoopsbates nie en sal nie aan die Maatskappy oorgedra word nie. In plaas daarvan sal Acorn Agri ná die Sluitingsdatum al die redelike stappe doen om die bepalings van hierdie kontrakte af te dwing en enige bedrae wat gerealiseer word, sal deel vorm van die Nasluitingsdatum-Kontant en -Kontantekwivalente.

12.2 Die Nasluitingsdatum-Kontant en -Kontantekwivalente vorm deel van die Verkoopsbates en sal aan die Maatskappy gelewer word sodra dit gevorder word en al die ACG-Aankoopkontrakte (en die Kontrakte wat nie aan die Maatskappy oorgedra is nie) uitgewis is.

12.3 Die Maatskappy sal by ontvangs van die Nasluitingsdatum-Kontant en -Kontantekwivalente die Nasluiting-Vergoedingsaandele aan Acorn Agri uitreik, waarna Acorn Agri dit aan die Acorn Agri-Aandeelhouers sal Uitkeer.

13 <u>Voltooiing van die Samesmelting</u>

Die Samesmelting sal eers voltooi wees sodra al die Verkoopsbates aan die Maatskappy gelewer is en al die Vergoedingsaandele (insluitend die Nasluiting-Vergoedingsaandele) en, indien van toepassing, die Grassroots-Vergoedingsaandele, ooreenkomstig die Samesmeltingsooreenkoms uitgereik is, dit wil sê op die Samesmelting-Voltooiingsdatum, waarna Acorn Agri gelikwideer sal word.

14 <u>Voortsetting van die sakebedrywighede van die Maatskappy</u>

14.1 <u>Inleiding</u>

14.1.1 Die Maatskappy en Acorn Agri glo dat die Voorgestelde Transaksie die geleentheid bied om groei, gedryf deur die komplementerende besighede en besigheidsmodelle van die Maatskappy en Acorn Agri, tot die langtermyn-voordeel van al hul belanghebbendes. Die visie vir die toekomstige sakebedrywighede van die Maatskappy word meer volledig in Afdeling E van hierdie Omsendbrief uiteengesit.

14.1.2 Die Voorgestelde Transaksies sal nie tot enige afleggings van die Maatskappy se werknemers lei nie.

14.1.3 Die Maatskappydireksie sal, onderhewig aan die verkiesing van ’n aantal direkteure soos in die Kennisgewing bepaal, met ingang van die Vergoedingsaandeleuitkering soos volg saamgestel word:

14.1.3.1 Douw de Kock, synde Douw Gerbrand de Kock;

14.1.3.2 Cobus Visser, synde Ysbrand Jacobus Visser;

14.1.3.3 Dirkie Uys, synde Dirk Cornelis Hermanus Uys;

14.1.3.4 Buckley McGrath, synde James Buckley McGrath;

14.1.3.5 André;

14.1.3.6 Carl Neethling, synde André Carl Neethling;

14.1.3.7 Pierre Malan;

14.1.3.8 Louw;

14.1.3.9 Nelius Smith, synde Cornelius Alewyn Smith;

14.1.3.10 Johan van der Merwe, synde Johannes Hendrik van der Merwe; en

14.1.3.11 een benoem deur Acorn Agri teen die Sluitingsdatum.

14.1.4 Die Bedrywe-Direksie sal, onderhewig aan die verkiesing van direkteure, met ingang van die Vergoedingsaandeleuitkering soos volg saamgestel word:

14.1.4.1 Douw de Kock, synde Douw Gerbrand de Kock;

14.1.4.2 Dirkie Uys, synde Dirk Cornelis Hermanus Uys;

14.1.4.3 André;

14.1.4.4 Francois Joubert, synde Francois Gysbertus Gerhardus Joubert;

14.1.4.5 Pierre Malan;

14.1.4.6 Louw;

14.1.4.7 Cobus Visser, synde Ysbrand Jacobus Visser;

14.1.4.8 Michael van Breda, synde Michael Rupert van Breda;

14.1.4.9 Dirk Human, synde Dirk Cornelis Human;

14.1.4.10 Nelius Smith, synde Cornelius Alewyn Smith;

14.1.4.11 Robert Blom, synde Raymond Robert Blom;

14.1.4.12 Richard Krige, synde Richard Peter Krige;

14.1.4.13 Jan Viljoen, synde Jan Christoffel Truter Viljoen; en

14.1.4.14 Tonie Linde, synde Theunis Lodewyk Linde.

14.2 Overberg Agri Bedrywe

14.2.1 Die Maatskappy heg groot waarde aan sy lojale boerderykliënte en wil graag seker maak dat hoë en mededingende diensvlakke gehandhaaf word, ongeag die Voorgestelde Transaksie.

14.2.2 As sodanig is die volgende ooreengekom as deel van die Voorgestelde Transaksie ten einde 'n volhoubare landbouonderneming te skep en die huidige landboudienste-bedrywighede van die Maatskappy wat deur Overberg Agri Bedrywe behartig word, te beskerm en te bevorder:

14.2.2.1 behalwe vir die vervanging van Carl Neethling met Cobus Visser, sal al die direkteure van die Maatskappy direkteure van Overberg Agri Bedrywe word om die kontinuïteit van die onderneming en sy strategie en praktyke te verseker;

14.2.2.2 meer as 50% van die Bedrywe-Direksie sal Landbouers wees;

14.2.2.3 die voorsitter van die Bedrywe-Direksie sal aanvanklik 'n Landbouer wees;

14.2.2.4 totdat die algemene jaarvergadering van die Maatskappy in die jaar 2020 gehou word, sal drie van die direkteure wat op die Bedrywe-Direksie dien ook as direkteure van die Maatskappy dien, en vir ten minste tien jaar ná die Sluitingsdatum, sal minstens twee Landbouers as direkteure van die Maatskappy dien;

14.2.2.5 die MOI van Overberg Agri Bedrywe mag slegs deur 'n Spesiale Besluit van die Aandeelhouers van die Maatskappy gewysig word, gevolg deur 'n Spesiale Besluit van die aandeelhouers van Overberg Agri Bedrywe;

14.2.2.6 Francois Joubert sal steeds die besturende direkteur wees.

14.3 Naamsverandering

14.3.1 Die Maatskappy is opgewonde oor die vooruitsigte om ná die Voorgestelde Transaksie 'n toonaangewende nasionale landbou- en voedselgroep met 'n aantreklike portefeulje en sterk bestuurspan te wees.

14.3.2 Die Maatskappy is egter bewus van die beperkinge wat die streeksverband van die huidige naam van die Maatskappy, naamlik Overberg Agri, op die Maatskappy plaas ten opsigte van die uitvoering van sy strategie om 'n toonaangewende nasionale landbou- en voedselgroep te wees.

14.3.3 Die Maatskappy stel as deel van die Voorgestelde Transaksie voor (en deur middel van 'n Spesiale Besluit wat deur Aandeelhouers aangeneem moet word, naamlik Spesiale Besluit 12) om die naam van die Maatskappy na "Acorn Agri and Food" te verander ten einde:

14.3.3.1 die korporatiewe identiteit van die Maatskappy in lyn met sy nasionale fokus en strategie te bring;

14.3.3.2 meer verteenwoordigend te wees van die sakefokus en beleggingsportefeulje van die Maatskappy ná die Voorgestelde Transaksie; en

14.3.3.3 gebruik te maak van die betroubare nasionale Acorn-handelsmerk binne die landbou- en voedselsektor en die beleggingsgemeenskap.

14.3.4 Die Maatskappy stel ook voor dat die naam van Overberg Agri Bedrywe na "Overberg Agri" verander word om:

14.3.4.1 die streekslandbougerigtheid van die sakebedrywighede van Overberg Agri Bedrywe te weerspieël;

14.3.4.2 verwarring ten opsigte van die Overberg Agri-handelsmerk te verwyder; en

14.3.4.3 die sterk streekshandelsmerk van Overberg Agri in die landbousektor uit te bou.

14.4 Swart Ekonomiese Bemagtiging

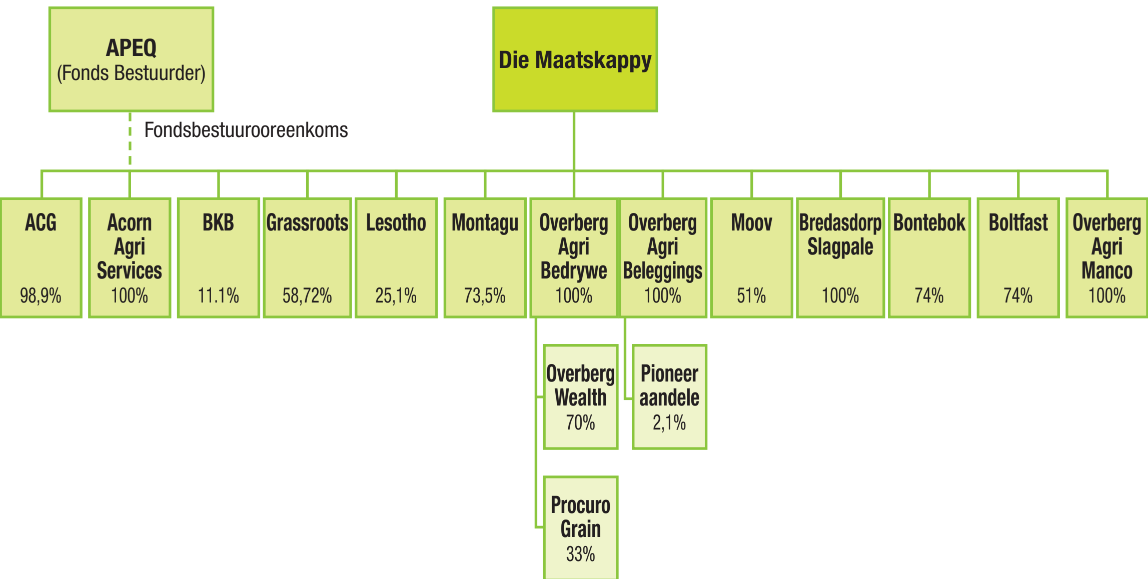
14.4.1 African Rainbow Capital is 'n prominente, genoteerde beleggingsmaatskappy in swart besit, wat deur Johan van Zyl, gewese uitvoerende hoof van Sanlam, en Johan van der Merwe, gewese uitvoerende hoof van Sanlam Beleggingsbestuur, bestuur word. African Rainbow Capital is tans, deur die ARC Fonds,

'n toonaangewende aandeelhouer van Acorn Agri en sal na afloop van die Voorgestelde Transaksie 'n toonaangewende Aandeelhouer van die Maatskappy wees. 'n Verteenwoordiger van die ARC Fonds sal ook 'n lid van die Maatskappydireksie wees.

14.4.2 Die ARC Fonds se aandeelhouding in die Maatskappy sal ook bydra tot die Maatskappy se bemagtigingsprofiel.

14.5 Effek

Die Samesmeltingstransaksie sal daartoe lei dat die Maatskappy die eienaar van al die Verkoopsbates is en verantwoordelik is vir die Acorn Agri-Laste, terwyl Acorn Agri sal ophou om in bedryf te wees. Ná voltooiing van die Samesmeltingstransaksie en Uitkering sal die Gekonsolideerde Groep soos volg gestruktureer wees:



Let wel: Die verkryging, deur die Maatskappy van Overberg Agri Bedrywe en Overberg Agri Beleggings, van die belange in Moov en ACG sal geskied ingevolge afsonderlike transaksies (wat nie deel uitmaak van die Samesmelting nie).

14.6 Verhandeling van Aandele in die Maatskappy

Ná afloop van die Sluitingsdatum sal die Aandele voortgaan om oor die toonbank te verhandel. Daar word egter beoog dat die Maatskappy mettertyd, indien marktoestande gunstig is, aansoek sal doen om 'n notering op die hoofbord van die Johannesburgse Effektebeurs.

14.7 Bevestiging van voldoende Aandelekapitaal

Dit is 'n Opskortende Voorwaarde dat die bestaande Gewone Aandele met 'n pariwaarde na Gewone Aandele sonder enige pariwaarde omskep sal word, en dat, ná sodanige omskepping, die gemagtigde Aandele tot 10,000,000,000 (tien miljard) Gewone Aandele sonder enige pariwaarde vermeerder sal word. Die Maatskappy bevestig derhalwe dat dit op die Sluitingsdatum genoegsame gemagtigde, maar onuitgereikte Aandele sal hê om die Vergoedingsaandele aan Acorn Agri uit te reik.

14.8 Teenstemmende Aandeelhouers

Aandeelhouers word verwys na Afdeling N van hierdie Omsendbrief, getiteld "Teenstemmende Aandeelhouers se Waardasieregte", wat die regte en prosedures uiteensit wat deur Teenstemmende Aandeelhouers gevolg moet word.

H. DIE UITTREEAANBOD

1 INLEIDING

Die Maatskappy erken dat daar Aandeelhouers mag wees wat die Maatskappy wil verlaat.

2 REDE EN SLEUTELVOORDEEL VIR AANDEELHOUERS

Die Uittreeaanbod word gemaak om die geleentheid aan sodanige Aandeelhouers te bied om hul Aandele aan die Maatskappy te Vervreem, onderhewig aan die beperking wat in paragraaf 6 hieronder uiteengesit is.

3 MEGANISME

3.1 Uittreeaanbod

Die Maatskappy onderneem hiermee, onderhewig aan die Uittreeaanbod- Opskortende Voorwaardes, die beperking gestel in paragraaf 6 hieronder en die bepalings wat in hierdie Afdeling H van die Omsendbrief uiteengesit is, sowel as in die Uittreeaanbodaanvaarding- en oordragvorm, om die Aandele van die Aandeelhouers teen die Uittreeaanbodprys, naamlik R256 per Aandeel, terug te koop.

3.2 Tydperk van die Uittreeaanbod

3.2.1 Die Uittreeaanbod is onherroeplik en sal om 10:00 op die Omsendbriefdatum vir aanvaarding open en op die Uittreeaanbod-Sluitingsdatum (synde om 17:00 op die tweede Besigheidsdag ná die datum van die Algemene Vergadering) sluit.

3.2.2 Die Maatskappy mag, volgens sy absolute en uitsluitlike diskresie, maar onderhewig aan die bepalings en vereistes van die Maatskappywet en die Oornameregulasies, die Uittreeaanbod-Sluitingsdatum uitstel. Aandeelhouers sal daarvan in kennis gestel word, indien van toepassing. Indien die Maatskappy dit verkies, sal die gewysigde Uittreeaanbod-Sluitingsdatum in “Die Burger”- en “The Cape Times”-koerante gepubliseer word.

3.3 Wyse van Aanvaarding

3.3.1 Aandeelhouers wat die Uittreeaanbod wil aanvaar, moet die aangehegde Uittreeaanbodaanvaarding- en oordragvorm voltooi en aan die Maatskappy stuur. Dit word vermeld dat die Maatskappy die Titeldokumente vir Aandeelhouers bewaar en dat ’n Aandeelhouer wat die Uittreeaanbod aanvaar, geag word om daardie Titeldokumente aan die Maatskappy te gelewer het en die Maatskappy magtig om sy Titeldokumente te gebruik vir die kansellasie van die Aandele wat deur daardie Aandeelhouer aan die Maatskappy verkoop is.

3.3.2 Die behoorlik voltooide en getekende Uittreeaanbodaanvaarding- en oordragvorm moet ontvang word teen nie later nie as:

3.3.2.1 **10:00 op Vrydag 9 Maart 2018**, tesame met die behoorlik voltooide Volmagvorm aangeheg tot hierdie Omsendbrief *(blou)*, indien die Aandeelhouer nie die Algemene Vergadering wil bywoon en daar stem nie; of

3.3.2.2 andersins, die Uittreeaanbod-Sluitingsdatum;

ten einde vir die Aanvaarding om bindend te wees en ’n Terugkoopooreenkoms tussen die Maatskappy en daardie Aandeelhouer teweeg te bring.

3.3.3 Die behoorlik voltooide Uittreeaanbodaanvaarding- en oordragvorm en behoorlik voltooide en ondertekende Volmagvorm *(blou)*, indien van toepassing, moet per hand afgelewer word of per geregistreerde pos gestuur word of per e-pos aan die Maatskappy gestuur word vir die aandag van die Maatskappysekretaris (A Steyn) by die volgende adres:

Indien dit per hand afgelewer word	Indien dit per geregistreerde pos gestuur word	Indien dit per e-pos gestuur word
Overberg Agri Donkinstraat 11, Caledon, 7230	Overberg Agri Posbus 50, Caledon, 7230	annmaries@overbergagri.co.za

3.3.4 Indien ’n Aandeelhouer nie die Uittreeaanbod aanvaar nie, dit wil sê ’n behoorlik voltooide Uittreeaanbodaanvaarding- en oordragvorm word nie voor of op die Uittreeaanbod-Sluitingsdatum deur die Maatskappy ontvang nie, sal die Uittreeaanbod geag word om ten opsigte van daardie Aandeelhouer te verval het.

3.3.5 Aanvaardings van die Uittreeaanbod wat deur die pos gestuur word, word op risiko van die betrokke Aandeelhouers gestuur. Gevolglik moet Aandeelhouers kennis neem van die posafleweringstye om te verseker dat hul Aanvaarding van die Uittreeaanbod betyds ontvang word. Dit word dus aanbeveel dat sodanige Aanvaardings per geregistreerde pos aan die Maatskappy gestuur word, of per hand by die Maatskappy afgelewer word, of per e-pos aan die Maatskappysekretaris gestuur word.

3.3.6 Ten einde twyfel te vermy, word dit vermeld dat indien die Uittreeaanbod verstryk weens die nievervulling van die Uittreeaanbod- Opskortende Voorwaardes in paragraaf 5 hieronder uiteengesit, Titeldokumente nie aan die onderskeie Aandeelhouers gelewer sal word nie, maar die Maatskappy sal voortgaan om die Titeldokumente namens Aandeelhouers te hou, soos tans die geval is.

3.3.7 Die Maatskappy behou die reg voor, in sy absolute en uitsluitlike diskresie:

3.3.7.1 om Uittreeaanbodaanvaarding- en oordragvorms wat nie voltooi is ooreenkomstig die instruksies daarin uiteengesit nie, as ongeldig te beskou;

3.3.7.2 om bewys van die magtiging en bevoegdheid van die persoon wat die Uittreeaanbodaanvaarding- en oordragvorm onderteken, te vereis, waar sodanige bewys nie ingedien is by, of aangeteken is deur, die Maatskappysekretaris nie; of

3.3.7.3 om die nienakoming deur enige Aandeelhouer van enige van die bepalings van die Uittreeaanbod te kondoneer.

3.3.8 Indien ’n Uittreeaanbodaanvaarding- en oordragvorm as ongeldig beskou word as gevolg van die nienakoming van die instruksies daarin vervat, sal die Aandeelhouer wat die Uittreeaanbodaanvaarding- en oordragvorm ingedien het, geag word die Uittreeaanbod te geweier het, tensy daardie Aandeelhouer voor of op 17:00 op die Uittreeaanbod-Sluitingsdatum ’n behoorlike voltooide Uittreeaanbodaanvaarding- en oordragvorm by die Maatskappy herindien.

4 EFFEK

Die ontvangs deur die Maatskappy voor die Uittreeaanbod-Sluitingsdatum van die Aanvaarding van die Uittreeaanbod deur ’n Aandeelhouer sal ’n ooreenkoms (**“Terugkoopooreenkoms”**) tussen die Maatskappy en daardie Aandeelhouer tot gevolg hê, onderhewig aan die bepalings en die Uittreeaanbod- Opskortende Voorwaardes vervat in hierdie Afdeling H van hierdie Omsendbrief.

5 UITTREEAANBOD- OPSKORTENDE VOORWAARDES

5.1 Elke Terugkoopooreenkoms sal onderhewig wees aan die vervulling van die opskortende voorwaardes vir hierdie Uittreeaanbod (**“Uittreeaanbod- Opskortende Voorwaardes”**) wat behels dat:

5.1.1 die Opskortende Voorwaardes (van die Samesmeltingsooreenkoms) vervul of van afstand gedoen word, na gelang van die geval, op of voor die datum gestipuleer vir die vervulling daarvan in die Samesmeltingsooreenkoms (synde 30 April 2018, of sodanige latere datum waarop ooreengekom mag word tussen die Maatskappy, Acorn Agri en APEQ); en

5.1.2 indien die Uittreeaanbod deur ’n Aanvaarder aanvaar word voor die Algemene Vergadering, die Aanvaarder wat ’n party is tot die Terugkoopooreenkoms ’n Volmagvorm *(blou)* onderteken het waarvolgens die Aanvaarder die Voorsitter as sy gevolmagtigde aanwys om ten gunste van al die Transaksiebesluite te stem.

5.2 Dus, as die Samesmeltingsooreenkoms verval as gevolg van die nievervulling van die Opskortende Voorwaardes, sal een en elke Terugkoopooreenkoms ook verval as gevolg van die nievervulling van die Opskortende Voorwaardes wat in paragraaf 5.1.1 hierbo beskryf word.

5.3 Die Uittreeaanbod- Opskortende Voorwaardes beskryf in paragraaf 5.1 hierbo word tot voordeel van die Maatskappy opgelê en die Maatskappy mag daarvan afstand doen op enige tydstip voor die datum vermeld in paragraaf 5.1 hierbo. Die datum vermeld in paragraaf 5.1 hierbo, mag ook deur die Maatskappy uitgestel word.

5.4 Indien die Uittreeaanbod- Opskortende Voorwaarde wat in paragraaf 5.1.2 hierbo beskryf word ten opsigte van ’n Terugkoopooreenkoms nie nagekom word nie, of nie van afstand gedoen word voordat die Algemene Vergadering begin nie, sal die Terugkoopooreenkoms verval, die Maatskappy sal nie die Aandele van die Aanvaarder met betrekking daartoe terugkoop nie en in welke geval daardie Aanvaarder geen eise vir verliese of skade gely, of enige ander eise van enige aard teen die Maatskappy sal hê voortspruitend uit die Uittreeaanbod, die Aanvaarding daarvan of die verval van die Terugkoopooreenkoms nie.

5.5 Indien die Uittreeaanbod- Opskortende Voorwaarde wat in paragraaf 5.1.1 hierbo beskryf word nie voor of op die datum beoog in paragraaf 5.1.1 hierbo vervul word nie, sal die Terugkoopooreenkomste verval, die Maatskappy sal nie die Aandele van Aanvaarders terugkoop nie en in welke geval geen Aanvaarder enige eise vir verliese of skade gely of enige ander eise van enige aard teen die Maatskappy sal hê voortspruitend uit die Uittreeaanbod, die Aanvaarding daarvan of die verval van die Terugkoopooreenkoms nie.

6 MAKSIMUM UITTREEGETAL

6.1 Die Uittreeaanbod is onderhewig daaraan dat nie meer as die Maksimum Uittreegetal (naamlik 779,611 Aandele, wat 10% van die totale aantal Maatskappy-Sluitingsdatumaandele is) deur die Maatskappy ingevolge die Uittreeaanbod verkry sal word nie. Gevolglik, en indien die totale aantal Aandele wat Aanvaarders aan die

Maatskappy wil verkoop, die Maksimum Uittreegetal oorskry, sal die totale aantal Aandele wat die Maatskappy sal verkry, verminder word tot die Maksimum Uittreegetal en nie die Maksimum Uittreegetal oorskry nie. Onder sodanige omstandighede sal die aantal Aandele ten opsigte waarvan 'n Aanvaarder die Uittreeaanbod aanvaar het, verminder word met die Oorskotpersentasie soos dit hieronder gedefinieer en beskryf word.

6.2 **"Oorskotpersentasie"** beteken 'n persentasie soos volg bereken:

(A-M)/A X 100

Waar:

A die totale aantal Aandele beteken ten opsigte waarvan die Uittreeaanbod deur alle Aanvaarders aanvaar is; en

M die Maksimum Uittreegetal beteken.

6.3 Die Maatskappy sal onder geen omstandighede verplig word om meer as die Maksimum Uittreegetal Aandele te verkry nie.

6.4 Byvoorbeeld, as die totale Aandele wat die Aanvaarders aan die Maatskappy wil verkoop 800,000 Aandele beloop, sal die Oorskotpersentasie 2,55% wees en die Aandele wat in elke Terugkoopooreenkoms beskryf word, sal met daardie persentasie verminder word.

6.5 Die effek van die toepassing van paragraaf 6 sal dus wees dat alle Aanvaarders gelyksoortig behandel sal word deurdat die aantal Aandele wat van elke Aanvaarder teruggekoop word verminder sal word met dieselfde persentasie.

7 LEWERING

Die Aandele verkry deur die Maatskappy ingevolge die Terugkoopooreenkomste sal oorgedra word aan en van afstand gedoen word ten gunste van die Maatskappy, met ingang van die eerste Besigheidsdag ná die Voldoeningsdatum (die datum waarop die laaste van die Opskortende Voorwaardes vervul is of van afstand gedoen is, soos die geval mag wees) waarna die Maatskappy onmiddellik die kansellasie van daardie Aandele in die Sekuriteiteregister van die Maatskappy sal aanteken.

8 BETALING

8.1 Die Maatskappy sal die Uittreeaanbodprys per Aandeel wat ingevolge 'n Terugkoopooreenkoms verkry is op die laaste Besigheidsdag voor die Sluitingsdatum aan die Aanvaarder betaal.

8.2 Die Uittreeaanbodvergoeding betaalbaar aan Aanvaarders sal in die bankrekeninge van Aanvaarders (soos deur Aanvaarders aan die Maatskappy verskaf) op hul risiko per EFT betaal word.

8.3 Die Uittreeaanbodvergoeding sal ten volle gedelg word in ooreenstemming met die bepalings van die Uittreeaanbod, sonder inagneming van enige retensiereg, reg op skuldvergelyking, teeneis of ander soortgelyke reg (maar onderhewig aan paragraaf 10 hieronder) waarop 'n Aanvaarder andersins geregtig mag wees, of aanspraak mag maak, teenoor die Maatskappy of enige ander Aandeelhouer.

9 WAARBORGE DEUR AANVAARDERS

Elke Aanvaarder waarborg deur die aanvaarding van die Uittreeaanbod aan die Maatskappy dat:

9.1 hy (of, in die mate dat die Aanvaarder die genomineerde eienaar is tot voordeel van 'n voordeeltrekkende eienaar (**"Voordeeltrekkende Eienaar"**), hy en die Voordeeltrekkende Eienaar wat ook die Uittreeaanbod aanvaar het) die wettige en voordeeltrekkende eienaar/s is van, en uitsluitlik geregtig is op, die Aandele wat verkoop word (**"Uittreeaanbodverkoopsaandele"**) deur hom/hulle ingevolge die Terugkoopooreenkoms wat tot stand gekom het by Aanvaarding deur hom/hulle van die Uittreeaanbod, en dat hy/hulle die magtiging en bevoegdheid het om die Uittreeaanbodverkoopsaandele te Vervreem;

9.2 geen ander Entiteit enige voorkoopsreg het ten opsigte van die Uittreeaanbodverkoopsaandele of enige ander reg op grond waarvan enige persoon of Entiteit geregtig mag wees om te eis dat een of meer van die Uittreeaanbodverkoopsaandele aan hom verkoop of oorgedra moet word nie;

9.3 geen van die Uittreeaanbodverkoopsaandele Beswaar is nie (maar onderhewig aan paragraaf 10 hieronder);

9.4 die Uittreeaanbodverkoopsaandele vrylik oordraagbaar is; en

9.5 die Terugkoopooreenkoms 'n bindende ooreenkoms vorm tussen hom/hom en die Voordeeltrekkende Eienaar en die Maatskappy; en elke sodanige Aanvaarder en Voordeeltrekkende Eienaar (indien van toepassing) vrywaar en stel die Maatskappy skadeloos teen enige Verliese wat die Maatskappy mag ly as gevolg van sy/hulle verbreking van die Terugkoopooreenkoms (of enige van die waarborge hierin vervat).

10 AANDELE ONDERHEWIG AAN SEKURITEIT TEN GUNSTE VAN OVERBERG AGRI BEDRYWE OF ENIGE ANDER FILIAAL VAN DIE MAATSKAPPY

10.1 Tot die mate dat enige van die Uittreeaanbodverkoopsaandele onderhewig is aan 'n Beswaring ten gunste van Overberg Agri Bedrywe of enige ander Filiaal van die Maatskappy:

10.1.1 sal die Maatskappy toesien tot die ontheffing van daardie Uittreeaanbodverkoopsaandele met ingang van die eerste Besigheidsdag ná die Voldoeningsdatum; en

10.1.2 sal die Uittreeaanbodvergoeding wat ten opsigte daarvan aan die Aanvaarder betaalbaar is, nie aan die Aanvaarder betaal word nie, maar aan Overberg Agri Bedrywe of enige ander Filiaal ten gunste van wie die Beswaring geld. (Overberg Agri Bedrywe of sodanige Filiaal sal enige oorskotbedrae aan die Aanvaarder betaal.)

10.2 Betaling op die wyse soos beskryf in paragraaf 10.1.2 hierbo, sal in volle en finale vereffening wees van die verpligtinge van die Maatskappy om sodanige Uittreeaanbodvergoeding te betaal.

11 ARTIKELS 114 EN 115 VAN DIE MAATSKAPPYWET

11.1 Die verkryging deur die Maatskappy van Aandele wat uit meer as 5% van die uitgereikte Aandele van die Maatskappy bestaan moet, ingevolge artikel 48(8)(b) van die Maatskappywet, voldoen aan artikels 114 en 115 van die Maatskappywet. So 'n verkryging moet goedgekeur word deur:

11.1.1 'n Maatskappydireksiebesluit ingevolge artikel 48(2)(a) van die Maatskappywet; en

11.1.2 'n Spesiale Besluit (**"Uittreeaanbodbesluit"**) ingevolge artikel 115 van die Maatskappywet.

11.2 Die Maatskappydireksie het die verkryging van die Aandele ingevolge die Uittreeaanbod goedgekeur, terwyl die Kennisgewing 'n Spesiale Besluit (Spesiale Besluit 5) ingevolge artikel 115 bevat wat aan Aandeelhouers voorgehou sal word om die verkryging van die Aandele ooreenkomstig die Uittreeaanbod goed te keur.

11.3 Die Kennisgewing moet ook die Onafhanklike Deskundige se Verslag ingevolge artikels 114(2) en 114(3) van die Maatskappywet insluit, welke verslag aangeheg is as deel van **Aanhangsel B** tot hierdie Omsendbrief.

11.4 Verder word Aandeelhouers verwys na die afskrif van artikel 115 wat aangeheg is as **Aanhangsel G** tot hierdie Omsendbrief en die regte van Aandeelhouers wat teen die Uittreeaanbodbesluit gestem het, uiteensit.

12 TEENSTEMMENDE AANDEELHOUERS

Aandeelhouers word verwys na Afdeling N van hierdie Omsendbrief, getiteld "Teenstemmende Aandeelhouers se Waardasieregte", wat die regte van en prosedures wat deur Teenstemmende Aandeelhouers gevolg moet word uiteensit.

13 ALGEMEEN

Aanvaarders sal nie hul Aandele kan verhandel vanaf die datum waarop hulle die Uittreeaanbod aanvaar het (deur aan die Maatskappy 'n Uittreeaanbodaanvaarding- en oordragvorm te lewer) tot die datum waarop die Uittreeaanbod verval of beëindig word nie.

I. OMSKEPPING

1. Dit word vereis dat die Maatskappy ’n aansienlike aantal Aandele uitreik om die Samesmelting en die Onderverdeling te implementeer.
2. Die Maatskappy het 10,000,000 (tien miljoen) Gewone Aandele met ’n pariwaarde van 15 sent gemagtig.
3. Regulasie 31(5) van die Maatskappyeregulasies bepaal dat die getal gemagtigde Gewone Aandele met ’n pariwaarde nie vermeerder mag word nie. Die enigste wyse waarop die gemagtigde Gewone Aandele van die Maatskappy vermeerder kan word is om daardie Gewone Aandele eers in Gewone Aandele sonder enige pariwaarde te omskep.
4. Die Maatskappydireksie stel derhalwe voor, ingevolge Regulasies 31(5) en 31(6) van die Maatskappyeregulasies, dat die bestaande gemagtigde en uitgereikte Gewone Aandele met ’n pariwaarde omskep word in Gewone Aandele sonder enige pariwaarde. Die Omskepping sal bewerkstellig word deur die goedkeuring van ’n Spesiale Besluit, ingevolge Regulasie 31(6), wat die Maatskappy se Bestaande MOI sal wysig op ’n wyse wat die Gewone Aandele met ’n pariwaarde in Gewone Aandele sonder enige pariwaarde sal omskep.
5. Die Kennisgewing sluit ’n Spesiale Besluit in van die aard waarna in paragraaf 4 hierbo verwys word (Spesiale Besluit 1).
6. Die effek van die aanvaarding van die Spesiale Besluit om die Omskepping goed te keur (en die Liassering van die Spesiale Besluit by die CIPC) sal wees dat die Gewone Aandele met ’n pariwaarde omskep sal word in Gewone Aandele sonder enige pariwaarde.
7. Regulasie 31(7) van die Maatskappyeregulasies vereis verder dat wanneer die Maatskappy sy Aandele omskep in Aandele sonder pariwaarde, die Maatskappydireksie ’n verslag sal opstel ten opsigte van die Omskepping wat, onder andere, evalueer of daar enige wesenlike nadelige gevolge vir die Aandeelhouers van die Maatskappy sal wees. Regulasie 31(8) van die Maatskappyeregulasies bepaal dat so ’n verslag vir die Aandeelhouers gepubliseer word. Die verslag wat deur die Maatskappydireksie opgestel is, is aangeheg tot die Kennisgewing as Aanhangsel A.
8. Die wysigings aan Skedule 1 van die Bestaande MOI word gemaak om die bepalings van die MOI in lyn te bring met die Omskepping.

J. VERMEERDERING IN GEMAGTIGDE AANDELE

1 Onderhewig aan die goedkeuring van die Omskepping, stel die Maatskappydireksie voor dat die gemagtigde Gewone Aandele sonder enige pariwaarde vermeerder word na 10,000,000,000 (tien miljard) Gewone Aandele sonder enige pariwaarde.

2 Die vermeerdering in die gemagtigde Aandele word vereis om voorsiening te maak vir die uitreiking van die Vergoedingsaandele en die Onderverdeling.

3 Die vermeerdering in die gemagtigde Aandele moet goedgekeur word deur die aanvaarding van ’n Spesiale Besluit.

4 Die Kennisgewing sluit ’n Spesiale Besluit in van die aard waarna in paragraaf 3 hierbo verwys word (Spesiale Besluit 2).

5 Die effek van die aanvaarding van die Spesiale Besluit om die gemagtigde Aandele te vermeerder (en die Liassering van die Spesiale Besluit by die CIPC) sal wees dat die gemagtigde Aandele vermeerder sal word tot 10,000,000,000 (tien miljard) Gewone Aandele sonder enige pariwaarde.

K. AANDELEONDERVERDELING

1 Die Maatskappydireksie het besluit om aan Aandeelhouers voor te stel dat op of so gou as moontlik ná die Aandeleonderverdelingsdatum, nege Aandele (**"Onderverdeelde Aandele"**) aan elke Aandeelhouer uitgereik word as kapitalisasie-Aandele ingevolge artikel 47 van die Maatskappywet, ten opsigte van elke een Aandeel wat deur daardie Aandeelhouer gehou word, sonder enige addisionele vergoeding betaalbaar deur 'n Aandeelhouer vir daardie Onderverdeelde Aandele (**"Onderverdelingsuitgifte"**).

2 Die Onderverdelingsuitgifte moet goedgekeur word deur:

2.1 'n Maatskappydireksiebesluit; en

2.2 weens die feit dat die stemregte gekoppel aan die aantal Onderverdeelde Aandele wat uitgereik sal word, 30% van die stemregte van Aandeelhouers onmiddellik voor die uitreiking van die Onderverdeelde Aandele sal oorskry, 'n Spesiale Besluit ingevolge artikel 41(3) van die Maatskappywet.

3 Die Kennisgewing sluit 'n Spesiale Besluit in van die aard waarna in paragraaf 2.2 hierbo verwys word (Spesiale Besluit 11).

4 Die rede vir die Onderverdelingsuitgifte is om die likiditeit van die Aandele te verbeter. Die Onderverdeling behoort tot gevolg te hê dat elke Onderverdeelde Aandeel een-tiende werd sal wees van 'n Aandeel voor die uitreiking van die Onderverdeelde Aandele.

L. VERVANGING VAN BESTAANDE MOI MET NUWE MOI

1 Een van die Opskortende Voorwaardes van die Voorgestelde Transaksie is dat die Bestaande MOI met die Nuwe MOI vervang word. Die Nuwe MOI is aangeheg as "Annexure B" tot die "Notice of General Meeting" vervat in hierdie Omsendbrief.

2 Die Nuwe MOI is opgestel om voorsiening te maak vir die oorsig van die Maatskappy ná die Samesmelting.

3 Aandeelhouers word daarop gewys dat die Nuwe MOI sekere regte insluit wat aan die ARC Fonds toegestaan is:

3.1 die ARC Fonds het daardie regte verkry toe dit vir aandele in Acorn Agri ingeskryf het en daardie regte is ingesluit in die MOI van Acorn Agri;

3.2 een van die gevolge van die regte wat aan die ARC Fonds toegestaan is, is dat die ARC Fonds die Samesmeltingstransaksie en die Uitkering moet goedkeur. Die ARC Fonds het sy toestemming verleen onderworpe aan sekere voorwaardes, waarvan een is dat soortgelyke regte as wat in die MOI van Acorn Agri gegee is, ook in die Nuwe MOI verleen moet word. Gevolglik bevat die Nuwe MOI 'n bepaling dat die Maatskappydireksie nie die Maatskappy sal magtig om by enige van die Spesiaal Beskermde Aangeleenthede (soos omskryf en beskryf in skedule 2 van die Nuwe MOI) betrokke te raak, in te stem tot iets rakende dit, of te onderneem of uit te voer nie, tensy die Maatskappy die voorafgaande skriftelike toestemming van die ARC Fonds verkry het;

3.3 'n verdere beperking op die bevoegdhede van die Maatskappydireksie is dat dit nie geregtig sal wees om die kansellasie van enige bestuursooreenkoms tussen APEQ (as die bestuurder) en Acorn Agri Services (en wat ander partye mag insluit) te magtig of daartoe in te stem nie, tensy die ARC Fonds sowel as die Aandeelhouers, by wyse van 'n Spesiale Besluit, die kansellasie daarvan goedgekeur het;

3.4 die Maatskappydireksie sal bestaan uit 'n minimum van sewe en 'n maksimum van 15 direkteure;

3.5 APEQ, as die bestuurder, mag 'n maksimum van drie persone aanstel of benoem vir verkiesing as direkteure van die Maatskappydireksie;

3.6 die ARC Fonds mag 'n direkteur tot die Maatskappydireksie benoem of aanstel sodra dit ten minste 10% van die uitgereikte Aandele hou;

3.7 die Maatskappydireksie sal die reg hê om die direkte aanstelling (of ontslag of vervanging) van hoogstens twee direkteure uit te oefen, wat onafhanklike, nie-uitvoerende direkteure sal wees;

3.8 die oorblywende direkteure sal verkies word;

3.9 vir ten minste tien jaar ná die Sluitingsdatum sal minstens twee Landbouers as direkteure van die Maatskappy dien, welke Landbouers ook as direkteure van Overberg Agri Bedrywe sal dien;

3.10 met ingang van die algemene jaarvergadering van die Maatskappy wat in die jaar 2020 gehou sal word, en by elke algemene jaarvergadering daarna, sal direkteure bestaande uit een-derde van die totale getal direkteure op die Maatskappydireksie (uitsluitend die direkteure aangestel of genomineer deur APEQ en die ARC Fonds) uit hul amp moet tree;

3.11 met ingang van die Sluitingsdatum sal die eerste voorsitter van die Maatskappydireksie, as hy verkies of aangestel word as 'n direkteur, Johan van der Merwe wees en die ondervoorsitter sal Douw de Kock wees.

4 Die vervanging van die Bestaande MOI met die Nuwe MOI sal plaasvind deur die aanvaarding van 'n Spesiale Besluit wat in die Kennisgewing vervat is, en deur die Liassering van die Spesiale Besluit en die Nuwe MOI by die CIPC.

5 Die Kennisgewing sluit 'n Spesiale Besluit in van die aard waarna in paragraaf 4 hierbo verwys word (Spesiale Besluit 3).

M. ALGEMENE VERGADERING

1 Die Algemene Vergadering sal gehou word by Caledon Casino en Spa, Nerinastraat 1, Caledon, 7230 om 10:00 op Vrydag, 9 Maart 2018 om die Transaksiebesluite te oorweeg en, indien goedgekeur, met of sonder wysiging te aanvaar, soos vereis om die Maatskappy in staat te stel om –

1.1 die Samesmeltingsooreenkoms aan te gaan en te implementeer;

1.2 die Skema goed te keur;

1.3 die Uittreeaanbod goed te keur;

1.4 die Gewone Aandele met ’n pariwaarde in Gewone Aandele sonder enige pariwaarde te omskep;

1.5 die gemagtigde Gewone Aandele sonder pariwaarde na 10,000,000,000 (tien miljard) Gewone Aandele sonder enige pariwaarde te vermeerder;

1.6 die Nuwe MOI te aanvaar;

1.7 die Verdelingsuitgifte te magtig; en

1.8 ander sake (indien van toepassing) goed te keur,

soos meer volledig in die Kennisgewing uiteengesit.

2 Die Kennisgewing is by hierdie Omsendbrief ingesluit.

3 Aandeelhouers word in kennis gestel dat die Maatskappy ingevolge artikel 115(3) van die Maatskappywet onder sekere omstandighede nie mag voortgaan om die Skemabesluit en/of die Uittreeaanbodbesluit te implementeer nie, ondanks die feit dat dit by die Algemene Vergadering aanvaar is. Dit mag plaasvind indien –

3.1 die Maatskappy verplig is om die Hof te nader vir goedkeuring ingevolge artikel 115(3) van die Maatskappywet en die Hof sodanige aansoek weier; of

3.2 die Hof die Skemabesluit of die Uittreeaanbodbesluit ingevolge artikel 115(7) van die Maatskappywet tersyde stel.

4 ’n Afskrif van artikel 115 van die Maatskappywet wat op die vereiste goedkeuring vir die Skema en die Uittreeaanbod betrekking het, word in **Aanhangsel G** tot hierdie Omsendbrief uiteengesit. Aandeelhouers word spesifiek verwys na artikel 115(3) van die Maatskappywet wat sekere regte van Aandeelhouers wat teen die Skemabesluit en/of die Uittreeaanbodbesluit wil stem, uiteensit.

5 Stemproses, bywoning en verteenwoordiging by die Algemene Vergadering:

5.1 alle Aandeelhouers hou hul Aandele in gesertifiseerde vorm. Gevolglik mag alle Aandeelhouers persoonlik die Algemene Vergadering bywoon en stem oor alle besluite wat voor die Algemene Vergadering dien;

5.2 Aandeelhouers is ook geregtig om gevolgmagtigdes aan te wys om hulle by die Algemene Vergadering te verteenwoordig. Indien enige Aandeelhouer ’n gevolgmagtige wil aanwys, moet hy die ingeslote Volmagvorm ooreenkomstig die instruksies daarin voltooi en terugstuur na die Maatskappy (e-posadres: annmaries@overbergagri.co.za of straatadres: Donkinstraat 11, Caledon, 7230 of posadres: Posbus 50, Caledon, 7230) voor **10:00 op Vrydag, 9 Maart 2018**. Volmagvorms kan ook aan die Voorsitter van die Algemene Vergadering oorhandig word.

N. TEENSTEMMENDE AANDEELHOUERS SE WAARDASIEREGTE

Aandeelhouers word hiermee in kennis gestel van hul Waardasieregte ingevolge artikel 164 van die Maatskappywet.

1 Indien 'n Aandeelhouer sy Waardasieregte ingevolge artikel 164 van die Maatskappywet wil uitoefen, moet hy te eniger tyd voordat die Skemabesluit en die Uittreeaanbodbesluit op die Algemene Vergadering tot stemming gebring word, aan die Maatskappy 'n skriftelike kennisgewing van beswaar teen die Skemabesluit of die Uittreeaanbodbesluit rig (**"Kennisgewing van Beswaar"**).

2 Binne tien Besigheidsdae nadat die Maatskappy die Skemabesluit en/of die Uittreeaanbodbesluit aanvaar het, moet die Maatskappy 'n kennisgewing dat die Skemabesluit en/of die Uittreeaanbodbesluit aanvaar is stuur aan elke Aandeelhouer wat aan die Maatskappy 'n Kennisgewing van Beswaar gestuur het en nie die Kennisgewing van Beswaar teruggetrek het nie of nie ten gunste van die Skemabesluit en/of die Uittreeaanbodbesluit gestem het nie.

3 'n Teenstemmende Aandeelhouer mag skriftelik vereis (**"Aanmaning"**) binne 20 Besigheidsdae ná ontvangs van die kennisgewing bedoel in paragraaf 2 of, indien die Teenstemmende Aandeelhouer nie die kennisgewing waarna in paragraaf 2 verwys word ontvang het nie, binne 20 Besigheidsdae nadat dit tot sy kennis gekom het dat die Skemabesluit en/of die Uittreeaanbodbesluit aanvaar is, dat die Maatskappy die Teenstemmende Aandeelhouer die billike waarde vir alle Aandele wat deur die Teenstemmende Aandeelhouer gehou word, betaal indien:

3.1 die Teenstemmende Aandeelhouer 'n Kennisgewing van Beswaar aan die Maatskappy gestuur het;

3.2 die Maatskappy die Skemabesluit en/of die Uittreeaanbodbesluit aanvaar het;

3.3 die Teenstemmende Aandeelhouer teen die Skemabesluit en/of Uittreeaanbodbesluit gestem het; en

3.4 die Teenstemmende Aandeelhouer aan al die prosedurevereistes van artikel 164 van die Maatskappywet voldoen het.

4 Die Aanmaning wat deur die Teenstemmende Aandeelhouer aan die Maatskappy gestuur word, moet die volgende uiteensit:

4.1 die Teenstemmende Aandeelhouer se naam en adres;

4.2 die aantal Aandele ten opsigte waarvan die Teenstemmende Aandeelhouer betaling verlang; en

4.3 'n aanmaning vir die betaling van die billike waarde van daardie Aandele. Die billike waarde van die Aandele word bepaal op die datum waarop, en die tyd onmiddellik voor, die Maatskappy die Skemabesluit en/of Uittreeaanbodbesluit, na gelang van die geval, aanvaar het wat aanleiding gegee het tot die Teenstemmende Aandeelhouer se regte ingevolge hierdie afdeling.

5 Ingevolge artikel 164(9) van die Maatskappywet het 'n Teenstemmende Aandeelhouer wat 'n Aanmaning gestuur het geen verdere regte ten opsigte van sy Aandele nie, behalwe om hulle billike waarde betaal te word, tensy:

5.1 die Teenstemmende Aandeelhouer daardie Aanmaning onttrek voordat die Maatskappy 'n aanbod aan daardie Teenstemmende Aandeelhouer ingevolge artikel 164(11) van die Maatskappywet maak, of toelaat dat enige aanbod wat deur die Maatskappy gemaak word, verval;

5.2 die Maatskappy versuim om 'n aanbod te maak ooreenkomstig artikel 164(11) van die Maatskappywet en die Teenstemmende Aandeelhouer die Aanmaning onttrek; of

5.3 die Maatskappy, deur 'n daaropvolgende besluit, die goedgekeurde Skemabesluit en Uittreeaanbodbesluit wat aanleiding gegee het tot die Teenstemmende Aandeelhouer se regte ingevolge artikel 164, herroep.

6 In ooreenstemming met die Maatskappywet word 'n Teenstemmende Aandeelhouer se regte ten opsigte van sy Aandele sonder onderbreking herstel:

6.1 indien enige van die gebeure beoog in artikels 164(9)(a) - (c) van die Maatskappywet plaasvind (soos in paragraaf 5 hierbo gelys); of

6.2 op grond van 'n finale Hofbevel.

7 Voordat hulle hul regte kragtens artikel 164 van die Maatskappywet uitoefen, moet die Aandeelhouers die Onafhanklike Deskundige se Verslag soos uiteengesit in **Aanhangsel B** tot hierdie Omsendbrief oorweeg, welke verslae tot die gevolgtrekking gekom het dat die bepalings van die Skema, die Uittreeaanbodbesluit en die Samesmeltingstransaksie billik en redelik teenoor die Aandeelhouers is en dat die Hof gemagtig is om 'n kostebevel ten gunste van of teen 'n Teenstemmende Aandeelhouer toe te staan, soos van toepassing.

8 Enige Aandeelhouer wat enige twyfel het oor watter stappe gedoen moet word, moet sy Makelaar, bankier, rekenmeester, prokureur of ander professionele adviseur in hierdie verband raadpleeg.

9 'n Afskrif van artikel 164 van die Maatskappywet (wat die Waardasieregte uiteensit) is ingesluit in **Aanhangsel G** tot hierdie Omsendbrief.

OVERBERG AGRI BEPERK
(Ingelyf in die Republiek van Suid-Afrika)
(Registrasienommer: 1998/001018/06)
(die "**Maatskappy**")

KENNISGEWING VAN ALGEMENE VERGADERING

In hierdie Kennisgewing van Algemene Vergadering sal, tensy die teendeel uit die konteks blyk, die woorde en frases wat gebruik word die omskrewe betekenisse hê soos daaraan gegee in die Omsendbrief waarvan hierdie Kennisgewing van Algemene Vergadering deel vorm.

A KENNISGEWING

Kennis geskied hiermee ingevolge artikel 62(1) van die Maatskappywet dat 'n aandeelhoursvergadering (**"Algemene Vergadering"**) van die Aandeelhouers van die Maatskappy om 10:00 op Vrydag, 9 Maart 2018 gehou sal word by die Caledon Hotel en Spa, Nerinastraat 1, Caledon, 7230, ten einde die besluite wat hieronder uiteengesit word, te oorweeg en, indien goedgekeur, met of sonder wysiging te aanvaar.

B WIE MAG BYWOON EN STEM?

Die rekorddatum ten einde te bepaal welke Aandeelhouers geregtig is om hierdie Kennisgewing te ontvang word ingevolge artikel 59(1)(a) van die Maatskappywet vasgestel as Vrydag, 2 Februarie 2018.

Die datum waarop Aandeelhouers as sodanig in die Register aangeteken moet wees om die Algemene Vergadering te mag bywoon en daar te stem, word ingevolge artikel 59(1)(b) van die Maatskappywet bepaal as Dinsdag, 6 Maart 2018 (**"Stemrekorddatum"**).

Indien u 'n geregistreerde Aandeelhouer is soos op die Stemrekorddatum –

- mag u die Algemene Vergadering bywoon, persoonlik of in die geval van 'n Aandeelhouer wat 'n maatskappy of ander regspersoon is, behoorlik verteenwoordig deur 'n gemagtigde verteenwoordiger; of
- alternatiewelik mag u een of meer gevolmagtigdes aanstel om u by die Algemene Vergadering te verteenwoordig. Enige aanstelling van 'n gevolmagtigde moet -
  - (i) geskied deur die aangehegte Volmagvorm *(groen)* te gebruik; en
  - (ii) afgelewer word in ooreenstemming met die instruksies vervat in die aangehegte Volmagvorm *(groen)*.

'n Gevolmagtigde hoef nie 'n Aandeelhouer te wees nie.

Maatskappye en ander regspersone (insluitende trusts en vennootskappe) wat Aandeelhouers is, mag in plaas daarvan om 'n Volmagvorm voltooi, verteenwoordigers aanstel om hulle te verteenwoordig en al hul Aandeelhouersregte op die Algemene Vergadering uit te oefen deur skriftelik kennis aan die Maatskappy te gee van die aanstelling van die verteenwoordiger. Die kennisgewing moet, tensy bewys tot die redelike bevrediging van die Maatskappysekretaris van die bevoegdheid van die verteenwoordiger om namens die Aandeelhouer op te tree, voorheen aan die Maatskappy verskaf is, vergesel wees van 'n behoorlik gesertifiseerde afskrif van die besluit/e of ander magtiging ingevolge waarvan die verteenwoordiger aangestel is. Die kennisgewing, tesame met die behoorlik gesertifiseerde afskrif van die besluit/e of ander magtiging ingevolge waarvan die verteenwoordiger aangestel is, moet aan die Maatskappy gelewer word vir die aandag van die Maatskappysekretaris (A Steyn), om voor of op 10:00 op Vrydag, 9 Maart 2018, per hand of per aangetekende pos of e-pos ontvang te word by - fisiese adres: Donkinstraat 11, Caledon, 7230 of posadres: Posbus 50, Caledon, 7230 of e-posadres: annmaries@overbergagri.co.za.

Artikel 63(1) van die Maatskappywet vereis dat enige persoon of ander Entiteit wat die Algemene Vergadering wil bywoon of daaraan wil deelneem redelike bevredigende identifikasie by die Algemene Vergadering moet aanbied. Enige Aandeelhouer of gevolmagtigde of verteenwoordiger wat van voorneme is om die Algemene Vergadering by te woon of daaraan deel te neem moet dus redelik bevredigende identifikasie by die Algemene Vergadering kan aanbied voordat sodanige Aandeelhouer of gevolmagtigde of verteenwoordiger die Algemene Vergadering mag bywoon of daaraan mag deelneem. 'n Staafkode-identifikasiedokument of 'n identiteitskaart uitgereik deur die Suid-Afrikaanse Departement van Binnelandse Sake, 'n rybewys of 'n geldige paspoort sal as voldoende identifikasie aanvaar word.

ELEKTRONIESE DEELNAME

Aandeelhouers word ingevolge artikel 63(3) van die Maatskappywet ingelig dat, hoewel die Algemene Vergadering in persoon gehou word, Aandeelhouers (of hul gevolmagtigdes) deur elektroniese kommunikasie aan die Algemene Vergadering mag deelneem (maar nie stem nie), soos beoog in artikel 63(2) van die Maatskappywet, en Aandeelhouers of hul gevolmagtigdes sal op eie koste kan deelneem aan die Algemene Vergadering (maar nie kan stem nie) by wyse van 'n telekonferensie-fasiliteit.

Reëlings vir deelname aan die Algemene Vergadering per telekonferensie-fasiliteit moet gemaak word deur die kantoor van die Maatskappysekretaris (telefoonnommer 028 214 3824, e-pos annmaries@overbergagri.co.za) teen nie later nie as 17:00 op 23 Februarie 2018.

Aandeelhouers wat by wyse van 'n telekonferensie-oproep aan die Algemene Vergadering wil deelneem (maar nie stem nie) (i) sal van vereis word om redelike bevredigende identifikasie te verskaf; en (ii) sal afsonderlik deur hul eie telefoondiensverskaffers gefaktureer word vir hul telefoonoproep om deel te neem aan die Algemene Vergadering; met dien verstande dat Aandeelhouers en hul gevolmagtigdes nie telefonies by die Algemene Vergadering mag stem nie en steeds 'n gevolmagtigde moet aanstel om namens hulle op die Algemene Vergadering te stem.

C GOEDKEURINGS VEREIS VIR BESLUITE EN STEMPROSES

Die Gewone Besluite vervat in hierdie Kennisgewing vereis die goedkeuring van meer as 50% van die stemme wat uitgeoefen word op die besluite deur Aandeelhouers teenwoordig of verteenwoordig deur gevolmagtigde by die Algemene Vergadering.

Die Spesiale Besluite vervat in hierdie Kennisgewing vereis die goedkeuring van minstens 75% van die stemme wat uitgeoefen word op sodanige besluite deur Aandeelhouers teenwoordig of verteenwoordig deur gevolmagtigde by die Algemene Vergadering.

Alle stemme sal per stembrief wees. Op die stembrief, sal elke Aandeelhouer een stem hê vir elke Aandeel wat sodanige Aandeelhouer in die Maatskappy hou.

Om buite stemming te bly, sal vir die bepaling van die aantal stemme wat uitgeoefen word ter ondersteuning van 'n besluit nie beskou word as 'n stem ter ondersteuning van 'n besluit, of daarteen, of as 'n stem wat op enige ander wyse uitgeoefen word nie.

D ARTIKEL 115

Kragtens artikel 115(2)(a) van die Maatskappywet, vir Spesiale Besluite 4 en 5 hieronder uiteengesit (synde Spesiale Besluite voorgeskryf deur artikel 115(2)(a) van die Maatskappywet) om aanvaar te word, moet -

- Aandeelhouers wat daarop geregtig is om ten minste 25% van die stemregte uit te oefen wat geregtig is om op bogenoemde Spesiale Besluite uitgeoefen te word, by die Algemene Vergadering teenwoordig wees of deur 'n gevolmagtigde daar verteenwoordig word; en
- dit goedgekeur word deur die aanvaarding van Spesiale Besluite deur persone wat geregtig is om stemregte uit te oefen ten opsigte van daardie Spesiale Besluite. Geen Aandeelhouers sal ingevolge artikel 115(4) van die Maatskappywet gediskwalifiseer word om hul stemregte ten opsigte van daardie Spesiale Besluite uit te oefen nie.

Artikel 115(3) van die Maatskappywet gee ook onder sekere omstandighede, aan Aandeelhouers wat gekant is teen die aanvaarding van die Spesiale Besluite 4 en 5 soos hieronder uiteengesit, die reg om van die Maatskappy te vereis om Hofgoedkeuring vir Spesiale Besluite 4 en/of 5 te verkry, of by die Hof aansoek te doen om verlof tot 'n aansoek vir 'n hersiening van Spesiale Besluite 4 en/of 5.

'n Afskrif van artikel 115 van die Maatskappywet is ingesluit as **Aanhangsel G** tot die Omsendbrief waartoe hierdie Kennisgewing aangeheg is.

E ARTIKEL 164

Kragtens artikel 164 van die Maatskappywet mag enige Aandeelhouer wat gekant is teen Spesiale Besluite 4 en 5 hieronder uiteengesit, stappe doen om te vereis dat die Maatskappy daardie Aandeelhouer se Aandele in die Maatskappy verkry teen die billike waarde daarvan. Aandeelhouers word verwys na Afdeling N van die Omsendbrief waartoe hierdie Kennisgewing aangeheg is, vir 'n vollediger opsomming van hierdie bepalings. Daarbenewens word 'n afskrif van artikel 115 van die Maatskappywet ingesluit in **Aanhangsel G** tot die Omsendbrief waartoe hierdie Kennisgewing aangeheg is. In hierdie opsig word Aandeelhouers herinner dat die Uittreeaanbod deur 'n Aandeelhouer wat teen daardie besluite gekant is, aanvaar kan word.

F DOEL VAN DIE ALGEMENE VERGADERING

Die doel van die Algemene Vergadering is om die besluite, soos hieronder uiteengesit, te oorweeg, en indien goedgekeur, met of sonder wysiging te aanvaar.

Die redes vir en gevolge van die Spesiale Besluite hieronder uiteengesit word uiteengesit in die Omsendbrief waartoe hierdie Kennisgewing aangeheg is.

1 SPESIALE BESLUIT NOMMER 1: OMSKEPPING

"Besluit, as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie ingevolge Regulasie 31(6) van die Maatskappyeregulasies, dat die omskepping van al die Gewone Aandele met 'n pariwaarde in die aandelekapitaal van die Maatskappy en bestaande uit alle sodanige gemagtigde, uitgereikte en onuitgereikte Aandele in Gewone Aandele sonder enige pariwaarde, sonder om die inhoud van die spesifieke regte en voorregte wat met elke Gewone Aandeel geassosieer word te verander, goedgekeur word, sodat vanaf die omskepping van daardie Aandele, die Gewone Aandele sonder enige pariwaarde dieselfde regte en voorregte sal hê geassosieer met en toegeken aan die Gewone Aandele met 'n pariwaarde ingevolge die Bestaande MOI van die Maatskappy, en dat met ingang van die datum en tyd dat die Kennisgewing van Wysiging ten opsigte van hierdie Spesiale Besluit Nommer 1 by die CIPC Geliasseer is:

* klousule 1 van "Schedule" '1' tot die Bestaande MOI gewysig word om soos volg te lees:

'1. The Company is authorised to issue 10,000,000 ordinary Shares, having no par value and having the preferences, rights, limitations and other terms contemplated in clause 6.1.1 of the Memorandum of Incorporation to which this schedule is Schedule 1.'"

* Die Bestaande MOI is slegs in Engels beskikbaar.

Regulasie 31

'n Verslag (**"Verslag"**) oor die omskepping van die Maatskappy se Aandele van Gewone Aandele met 'n pariwaarde van 15 sent in Gewone Aandele sonder enige pariwaarde, word as Aanhangsel A tot hierdie Kennisgewing aangeheg. Die Aandeelhouers moet kennis neem van en die bepalings van die Verslag in ag neem wanneer Spesiale Besluit 1 oorweeg word.

'n Afskrif van hierdie Kennisgewing en die Verslag word by die CIPC Geliasseer en aan die SAID gelewer op dieselfde tydstip as wat hierdie Kennisgewing en die Verslag aan Aandeelhouers gelewer word, in nakoming van Regulasie 31(8)(b) van die Maatskappyeregulasies.

Aandeelhouers word na Afdeling I van die Omsendbrief verwys vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 1.

2 SPESIALE BESLUIT NOMMER 2: VERMEERDERING IN GEMAGTIGDE GEWONE AANDELEKAPITAAL

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderworpe aan die aanvaarding van Spesiale Besluit 1 hierbo, en indien die Kennisgewing van Wysiging ten opsigte daarvan by die CIPC geliasseer is, die aantal gemagtigde Gewone Aandele sonder enige pariwaarde van die Maatskappy vermeerder word van 10,000,000 tot 10,000,000,000 Gewone Aandele sonder enige pariwaarde deur 'n bykomende 9,990,000,000 Gewone Aandele sonder enige pariwaarde, met dieselfde regte en voorregte as die bestaande Gewone Aandele sonder enige pariwaarde, te skep en dat met ingang van die datum en tyd dat die Kennisgewing van Wysiging ten opsigte van hierdie Spesiale Besluit by die CIPC Geliasseer word:

* klousule 1 van "Schedule" '1' van die MOI van die Maatskappy gewysig word om soos volg te lees:

'1. The Company is authorised to issue 10,000,000,000 ordinary Shares, having no par value and having the preferences, rights, limitations and other terms contemplated in clause 6.1.1 of the Memorandum of Incorporation to which this schedule is Schedule 1.'"

* Die Bestaande MOI is slegs in Engels beskikbaar.

Aandeelhouers word na Afdeling J van die Omsendbrief verwys vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 2.

3 SPESIALE BESLUIT NOMMER 3: AANVAARDING VAN NUWE MOI

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderworpe aan die aanvaarding van Spesiale Besluite 1 en 2 hierbo, en dat die Kennisgewings van Wysiging ten opsigte daarvan Geliasseer is by die CIPC in ooreenstemming met artikel 16(1)(c) van die Maatskappywet, die Nuwe MOI, wat as Aanhangsel B tot die Kennisgewing aangeheg is, hiermee aanvaar word ter vervanging van die Bestaande MOI (soos gewysig ingevolge Spesiale Besluite 1 en 2 hierbo) met ingang van die datum en tyd dat die Kennisgewing van Wysiging met betrekking tot hierdie Spesiale Besluit by die CIPC Geliasseer word."

Aandeelhouers word na Afdeling L van die Omsendbrief verwys vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 3.

4 SPESIALE BESLUIT NOMMER 4: SKEMA

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan die aanvaarding van Spesiale Besluite 1 en 2 hierbo en dat die Kennisgewings van Wysiging ten opsigte daarvan by die CIPC Geliasseer is, en onderhewig aan die aanvaarding van Spesiale Besluit 6 hieronder, (i) die Maatskappy hiermee gemagtig word en is, deur 'n spesifieke magtiging, ingevolge die Maatskappywet en die MOI van die Maatskappy om die Terugkoopaandele (synde 1,997,270 Gewone Aandele) van Acorn Agri te verkry in ruil vir die uitreiking van die Skema-Aandele (synde 1,997,270 Gewone Aandele) deur die Maatskappy aan Acorn Agri; (ii) die Maatskappy, ter voldoening aan sy verpligting om die Skema-Aandele aan Acorn Agri uit te reik en ter voldoening aan die verpligting van Acorn Agri om die Skema-Aandele aan die Acorn Agri-Aandeelhouers te lewer, die Skema-Aandele direk aan die Acorn Agri-Aandeelhouers uitreik (ooreenkomstig hul regte ingevolge die Uitkering) en dat die uitreiking van die Skema-Aandele goedgekeur word kragtens artikel 41 (tot die mate van toepassing) van die Maatskappywet; (iii) die besluit van die Maatskappydireksie dat die Maatskappy die Terugkoopaandele op die voorafgaande bepalings verkry hiermee ingevolge artikels 48(8), 114(4) en 115(2)(a) van die Maatskappywet goedgekeur word; en (iv) die Maatskappydireksie gemagtig word om al die stappe en aksies te doen wat nodig is om hierdie Spesiale Besluit te implementeer."

Aandeelhouers word verwys na paragrawe 7 en 8 van Afdeling G van die Omsendbrief vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 4.

Die Onafhanklike Deskundige se Verslag ten opsigte van die Skema ingevolge artikel 114(3) van die Maatskappywet word as Aanhangsel B tot die Omsendbrief aangeheg.

5 SPESIALE BESLUIT NOMMER 5: UITTREEAANBOD

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan die aanvaarding van Spesiale Besluite 1, 2 en 4 hierbo en 6 hieronder, die Maatskappy hiermee gemagtig is en word, deur 'n spesifieke magtiging, ingevolge die Maatskappywet en die MOI van die Maatskappy, om tot die Maksimum Uittreegetal (synde 779,611 Gewone Aandele) van Aandeelhouers te verkry teen die Uittreeaanbodprys (R256 per Gewone Aandeel), en dat die besluit van die Maatskappydireksie dat die Maatskappy daardie Gewone Aandele ingevolge daardie bepalings verkry, hiermee goedgekeur word ingevolge artikels 48(8), 114(4) en 115(2)(a) van die Maatskappywet."

Aandeelhouers word na Afdeling H van die Omsendbrief verwys vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 5.

Die Onafhanklike Deskundige se Verslag ingevolge artikel 114(3) van die Maatskappywet ten opsigte van die Uittreeaanbod word as Aanhangsel B tot die Omsendbrief aangeheg.

6 SPESIALE BESLUIT NOMMER 6: GOEDKEURING VAN DIE AMALGAMASIEOOREENKOMS EN TOEKENNING EN UITREIKING VAN DIE VERGOEDINGSAANDELE EN GRASSROOTS-VERGOEDINGSAANDELE

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat (i) die sluiting deur die Maatskappy van die Samesmeltingsooreenkoms met Acorn Agri goedgekeur en bekragtig word; (ii) onderhewig aan die aanvaarding van Spesiale Besluite 1, 2, 4 en 5 hierbo, die uitreiking deur die Maatskappy van die Vergoedingsaandele (wat meer as 7,534,915 Aandele mag uitmaak) en, waar van toepassing, die Grassroots-Vergoedingsaandele, aan Acorn Agri in ruil vir die oordrag van die Verkoopsbates (minus 'n gedeelte van die Verkoopsbates met 'n waarde gelyk aan die Acorn Agri-Laste) aan die Maatskappy op grond van die bepalings en voorwaardes in die Samesmeltingsooreenkoms en enige addisionele bepalings en voorwaardes wat die Maatskappydireksie mag goedvind, goedgekeur word ingevolge artikel 41(1) van die Maatskappywet (tot die mate van toepassing) en ingevolge artikel 41(3) van die Maatskappywet; (iii) die Maatskappy, ter voldoening aan sy verpligting om die Vergoedingsaandele aan Acorn Agri uit te reik en ter voldoening aan Acorn Agri se verpligting om die Vergoedingsaandele aan die Acorn Agri-Aandeelhouers Uit te Keer en te lewer, die Vergoedingsaandele (behalwe die Nasluiting-Vergoedingsaandele) direk aan die Acorn Agri-Aandeelhouers (ooreenkomstig hul regte ingevolge die Uitkering) uitreik en dat so 'n uitgifte van die Vergoedingsaandele (behalwe die Nasluiting-Vergoedingsaandele) ingevolge artikel 41(1) van die Maatskappywet (tot die mate van toepassing) en ingevolge artikel 41(3) van die Maatskappywet goedgekeur word; (iv) die uitreiking deur die Maatskappy van Aandele aan die Grassroots-Oordraggewers in ruil vir hul Grassroots-Aandele soos beoog in klousule 21.7.1 van die Samesmeltingsooreenkoms en, waar toepaslik, die uitreiking van addisionele Aandele aan die Grassroots-Oordraggewers soos voorsien en bereken ingevolge klousules 21.7.2 en 21.7.3 van die Samesmeltingsooreenkoms of enige bykomende bepalings en voorwaardes wat die Maatskappydireksie mag goedvind, goedgekeur word ingevolge artikel 41(1) van die Maatskappywet (tot die mate van toepassing) en ingevolge artikel 41(3) van die Maatskappywet; en (v) die Maatskappy en die Maatskappydireksie gemagtig word om al die stappe en aksies te doen wat nodig is om daardie Vergoedingsaandele uit te reik en, waar van toepassing, die Grassroots-Vergoedingsaandele, Grassroots-Oordraggewersaandele en enige van die ander Aandele waarna in hierdie Spesiale Besluit verwys word."

Aandeelhouers word na Afdeling G van die Omsendbrief verwys vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 6.

7 SPESIALE BESLUIT NOMMER 7: FINANSIËLE BYSTAND

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan die aanvaarding van Spesiale Besluit 6 hierbo, die Maatskappy ooreenkomstig artikels 44 en 45 van die Maatskappywet finansiële bystand mag verleen aan Acorn Agri- Opvolgeraandeelhouers en/of Maatskappy-Opvolgeraandeelhouers in die vorm van die vrywarings wat aan hulle verleen is kragtens klousules 16 en 17 van die Samesmeltingsooreenkoms, en die Maatskappy en die Maatskappydireksie gemagtig is om al die stappe en aksies te neem wat nodig is om sodanige vrywarings te implementeer."

Aandeelhouers word verwys na paragraaf 9 van Afdeling G van die Omsendbrief vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 7.

8 SPESIALE BESLUIT NOMMER 8: ADDISIONELE UITREIKING VAN AANDELE

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan die aanvaarding van Spesiale Besluite 1 en 2 hierbo, en die Liassering van die Kennisgewings van Wysiging ten opsigte daarvan by die CIPC, en die aanvaarding van Spesiale Besluite 6 en 7 hierbo, die uitreiking deur die Maatskappy van Kontrakbreukaandele aan Acorn Agri-Opvolgeraandeelhouers en/of Maatskappy-Opvolgeraandeelhouers goedgekeur word, tot die mate van toepassing, ooreenkomstig die bepalings van artikels 44, 45, 41(1) en 41(3) van die Maatskappywet en die Maatskappydireksie word gemagtig om al die stappe en aksies te doen wat vereis mag word om daardie Kontrakbreukaandele uit te reik aan Acorn Agri-Opvolgeraandeelhouers en/of die Maatskappy-Opvolgeraandeelhouers, na gelang van die geval."

Aandeelhouers word na paragraaf 9 van Afdeling G van die Omsendbrief verwys vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 8.

9 SPESIALE BESLUIT NOMMER 9: UITREIKING VAN AANDELE AAN ACORN MANCO 2

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan die aanvaarding van Spesiale Besluite 1 en 2 hierbo en dat die Kennisgewings van Wysiging ten opsigte daarvan by die CIPC Geliasseer is, en die aanvaarding van Spesiale Besluit 6 hierbo, die uitreiking deur die Maatskappy van 'n aantal Aandele wat bepaal is ooreenkomstig die Acorn Manco 2-Voorkeuraandeleformule teen 'n inskrywingsvergoeding per Aandeel wat gelyk is aan die Vergoedingsaandelewaarde goedgekeur word tot die mate van toepassing, ingevolge artikels 44, 41(1) en 41(3) van die Maatskappywet en die Maatskappydireksie word gemagtig om al die stappe en aksies te doen wat vereis mag word om daardie Aandele aan Acorn Manco 2 uit te reik."

Aandeelhouers word verwys na paragraaf 4 van Afdeling O van die Omsendbrief vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 9.

10 SPESIALE BESLUIT NOMMER 10: ACORN MANCO 2 FINANSIËLE BYSTAND

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan die aanvaarding van Spesiale Besluite 6 en 9 hierbo, die Maatskappy ooreenkomstig artikels 44 en 45 van die Maatskappywet finansiële bystand mag verleen aan Acorn Manco 2 in die vorm van die inskrywing deur die Maatskappy vir 'n aantal voorkeuraandele wat deur Acorn Manco 2 uitgereik sal word teen 'n totale inskrywingsvergoeding gelykstaande aan die totale inskrywingsvergoeding wat deur Acorn Manco 2 betaalbaar sal wees vir die inskrywing deur Acorn Manco 2 vir die Aandele soos beskryf in Spesiale Besluit 9 hierbo, die Acorn Manco 2-Inskrywingsooreenkoms word hiermee goedgekeur en bekragtig en die Maatskappydireksie word gemagtig om al die stappe en aksies te neem wat nodig is om so 'n inskrywing te implementeer."

Aandeelhouers word verwys na paragraaf 4 van Afdeling O van die Omsendbrief vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 10.

11 SPESIALE BESLUIT NOMMER 11: AANDELEONDERVERDELING

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan die aanvaarding van Spesiale Besluite 1, 2 en 6 hierbo, die Maatskappy hiermee gemagtig word en is, ingevolge artikel 41(3) van die Maatskappywet en die MOI van die Maatskappy, om 'n effektiewe onderverdeling van elke Gewone Aandeel uit te voer deur die toewysing en uitreiking van nege ten volle opbetaalde Gewone Aandele as kapitalisasie-Aandele aan elke Aandeelhouer vir elke Aandeel wat hy hou op die Aandeleonderverdelingsdatum, dat die Maatskappy een sent van sy reserwes sal kapitaliseer vir elke sodanige Aandeel wat uitgereik word, en die Maatskappydireksie word gemagtig om al die stappe en aksies te doen wat nodig is om daardie Gewone Aandele uit te reik, welke uitreiking eers ná die Aandeleonderverdelingsdatum sal plaasvind."

Aandeelhouers word na Afdeling K van die Omsendbrief verwys vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 11.

12 SPESIALE BESLUIT NOMMER 12: NAAMSVERANDERING

"Besluit as 'n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan die aanvaarding van Spesiale Besluit 6 hierbo, die naam van die Maatskappy verander word na 'Acorn Agri and Food', die naam van die Maatskappy

waar dit verskyn op bladsy 1 van die MOI van die Maatskappy verander word om die naam ‘Acorn Agri and Food’ te weerspieël, en die Maatskappydireksie gemagtig word om al die stappe te doen en die naamsverandering met ingang van die Sluitingsdatum of so spoedig moontlik daarna te implementeer.”

Aandeelhouers word verwys na paragraaf 14.3 van Afdeling G van die Omsendbrief vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 12.

13 SPESIALE BESLUIT NOMMER 13: OVERBERG AGRI BEDRYWE NAAMSVERANDERING

“Besluit as ’n Spesiale Besluit voorgestel deur die Maatskappydireksie dat, onderhewig aan aanvaarding van Spesiale Besluite 6 en 12 hierbo, die naam van Overberg Agri Bedrywe verander word na ‘Overberg Agri’, dat die naam Overberg Agri Bedrywe waar dit op bladsy 1 van die MOI van daardie maatskappy verskyn, verander word om die naam ‘Overberg Agri’ te weerspieël, en die Maatskappydireksie word gemagtig om al die stappe te doen en om die naamsverandering met ingang van die Sluitingsdatum, of so spoedig moontlik daarna, te implementeer.”

Aandeelhouers word verwys na paragraaf 14.3 van Afdeling G van die Omsendbrief vir die redes vir en gevolge van die aanvaarding van Spesiale Besluit 13.

14 GEWONE BESLUIT NOMMER 1: VERKIESING VAN DIREKTEUR

“Besluit as ’n Gewone Besluit dat Cobus Visser, synde Ysbrand Jacobus Visser (identiteitsnommer: 670217 5025 084) verkies word as ’n direkteur van die Maatskappy met ingang van die datum van die Vergoedingsaandeleuitkering.”

15 GEWONE BESLUIT NOMMER 2: VERKIESING VAN DIREKTEUR

“Besluit as ’n Gewone Besluit dat Buckley McGrath, synde James Buckley McGrath (identiteitsnommer: 580413 5102 085) as ’n direkteur van die Maatskappy verkies word met ingang van die datum van die Vergoedingsaandeleuitkering.”

16 GEWONE BESLUIT NOMMER 3: VERKIESING VAN DIREKTEUR

“Besluit as ’n Gewone Besluit dat Johan van der Merwe, synde Johannes Hendrik Petrus van der Merwe (identiteitsnommer: 650226 5034 081) as ’n direkteur van die Maatskappy verkies word met ingang van die datum van die Vergoedingsaandeleuitkering.”

17 GEWONE BESLUIT NOMMER 4: VERKIESING VAN DIREKTEUR

“Besluit as ’n Gewone Besluit dat een persoon wat deur Acorn Agri teen die Sluitingsdatum benoem is, met ingang van die datum van die Vergoedingsaandeleuitkering as ’n direkteur van die Maatskappy verkies word.”

18 GEWONE BESLUIT NOMMER 5: ALGEMENE MAGTIGING

“Besluit as ’n Gewone Besluit dat die Maatskappysekretaris of enige direkteur van die Maatskappy hiermee gemagtig word en is om al sodanige dinge te doen (of te laat doen), en al sodanige dokumente en instrumente te onderteken (of te laat onderteken), as wat wenslik of nodig mag wees om uitvoering te gee aan alle of enige van die Spesiale Besluite hierbo.”

Namens die Maatskappydireksie

Caledon

Geregistreerde adres
Donkinstraat 11
Caledon
7230

____

Douw de Kock
Voorsitter van die Maatskappydireksie

7 Februarie 2018

VERSLAG

VERSLAG DEUR DIE MAATSKAPPYDIREKSIE VOORBEREI OOR DIE OMSKEPPING VAN GEWONE AANDELE MET 'N PARIWAARDE VAN 15 SENT ELK IN GEWONE AANDELE SONDER ENIGE PARIWAARDE INGEVOLGE REGULASIES 31(7) EN 31(8) MET BETREKKING TOT DIE SPESIALE BESLUITE OM DIE OMSKEPPING SOOS UITEENGESIT IN DIE KENNISGEWING VAN DIE ALGEMENE VERGADERING GOED TE KEUR

1 INLEIDING

1.1 Kragtens die bepalings van Regulasie 31 van die Maatskappyeregulasies beveel die Maatskappydireksie die omskepping aan van die Gewone Aandele met 'n pariwaarde van 15 sent elk in Gewone Aandele sonder enige pariwaarde.

1.2 Die Omsendbrief en die Kennisgewing van die Algemene Vergadering sit die vereistes van Regulasie 31 van die Maatskappyeregulasies uiteen vir die omskepping van die Gewone Aandele met 'n pariwaarde van 15 sent elk in Gewone Aandele sonder enige pariwaarde.

1.3 Hierdie verslag word gegee ter nakoming van die bepalings van Regulasies 31(7) en 31(8) van die Maatskappyeregulasies en ten opsigte van die Spesiale Besluite om die Omskepping soos uiteengesit in die Kennisgewing van die Algemene Vergadering goed te keur.

2 VERDERE INLIGTING EN EFFEK

Hieronder uiteengesit is die openbaarmakings wat aan Aandeelhouers gemaak moet word soos beoog in Regulasie 31(7) van die Maatskappyeregulasies:

2.1 **Inligting wat die waarde van Gewone Aandele kan beïnvloed wanneer dit in Gewone Aandele sonder enige pariwaarde omskep word**

Die waarde van elk van die bestaande Gewone Aandele met 'n pariwaarde sal nie beïnvloed word deur die omskepping daarvan in Gewone Aandele sonder enige pariwaarde nie aangesien geen van die onderliggende regte van Aandeelhouers deur sodanige omskepping geraak sal word nie.

2.2 **Klasse van Aandeelhouers van die Maatskappy se Aandele wat deur die Omskepping geraak word**

Die omskepping van die Gewone Aandele met 'n pariwaarde in Gewone Aandele sonder enige pariwaarde sal slegs die Aandeelhouers raak. Die Maatskappy het slegs Gewone Aandele met 'n pariwaarde en het geen ander klas van Aandele nie.

2.3 **Wesenlike gevolge wat die Omskepping sal hê op die regte van Aandeelhouers**

Geen van die regte wat Gewone Aandeelhouers het op grond van die Gewone Aandele met 'n pariwaarde wat deur hulle gehou word, sal geraak word deur die omskepping van die Gewone Aandele in Gewone Aandele sonder enige pariwaarde nie.

2.4 **Wesenlike nadelige gevolge van die Omskepping**

Daar sal geen wesenlike nadelige gevolge wees as gevolg van die omskepping van die Gewone Aandele met 'n pariwaarde in Gewone Aandele sonder enige pariwaarde nie en geen vergoeding sal betaalbaar wees as gevolg van sodanige omskepping nie.

3 ALGEMEEN

Ingevolge Regulasie 31(8)(b) van die Maatskappyeregulasies sal 'n afskrif van hierdie verslag by die CIPC en die Suid-Afrikaanse Inkomstediens Geliasseer word, op dieselfde tydstip wat hierdie verslag aan die Aandeelhouers uitgereik word.

Namens die Maatskappydireksie

DG de Kock
Voorsitter van die Maatskappydireksie

7 Februarie 2018

NUWE MOI

Sien asseblief "Annexure B" tot die "Notice of General Meeting" vervat in hierdie Omsendbrief vir die inhoud van die Nuwe MOI (aangesien die Nuwe MOI slegs in Engels beskikbaar gestel word).

OVERBERG AGRI BEPERK
(Ingelyf in die Republiek van Suid-Afrika)
(Registrasienommer: 1998/001018/06)
(die "**Maatskappy**")

VOLMAGVORM

In hierdie Volmagvorm, tensy die teendeel uit die konteks blyk, sal die woorde en frases wat gebruik word, die omskrewe betekenis hê soos daaraan gegee in die Omsendbrief waartoe hierdie Volmagvorm geheg is.

1. **Hierdie Volmagvorm hou verband met die Algemene Vergadering wat gehou sal word om 10:00 op 9 Maart 2018 by die Caledon Hotel en Spa, Nerinastraat 1, Caledon, 7230**
2. **Skryf asseblief duidelik wanneer u hierdie Volmagvorm voltooi. 'n Opsomming van die regte van Aandeelhouers en hul gevolmagtigdes ingevolge artikel 58 van die Maatskappywet en instruksies en notas wat verduidelik hoe om hierdie Volmagvorm te gebruik, verskyn aan die einde van hierdie Volmagvorm.**

Ek/Ons (voeg naam in) ______________________________ of

(voeg naam van maatskappy of ander regspersoon in) (**"die Aandeelhouer"**) ______________________________

van (voeg adres in) ______________________________

synde 'n Aandeelhouer van die Maatskappy en die geregistreerde eienaar/s van (voeg getal in) ______________

Aandele *(sien nota 3)* stel hiermee

______________________________ of as hy/sy nie beskikbaar is nie

______________________________ of as hy/sy nie beskikbaar is nie

die Voorsitter *(sien nota 4)* aan om die Algemene Vergadering by te woon endaaraan deel te neem en om namens my/ons/die Aandeelhouer te praat, te stem of buite stemming te bly ten opsigte van alle sake van die Algemene Vergadering (met inbegrip van enige stem per stembrief en alle besluite wat aan die Algemene Vergadering voorgelê word), selfs al word die Algemene Vergadering uitgestel, en by enige hervatting daarvan ná enige verdaging.

My/Ons/Die Aandeelhouer se gevolmagtigde sal soos volg stem –

(Dui aan met 'n kruisie hoe u/die Aandeelhouer wil hê dat u/die Aandeelhouer se stem uitgebring moet word. Indien u dit nie doen nie, mag die gevolmagtigde na goeddunke stem of buite stemming bly *(sien nota 6)*.)

Besluit	Ten gunste van	Teen	Buite stemming
SPESIALE BESLUIT NOMMER 1: OMSKEPPING			
SPESIALE BESLUIT NOMMER 2: VERMEERDERING IN GEMAGTIGDE GEWONE AANDELEKAPITAAL			
SPESIALE BESLUIT NOMMER 3: AANVAARDING VAN NUWE MOI			
SPESIALE BESLUIT NOMMER 4: SKEMA			
SPESIALE BESLUIT NOMMER 5: UITTREEAANBOD			
SPESIALE BESLUIT NOMMER 6: GOEDKEURING VAN DIE SAMESMELTINGS-OOREENKOMS EN TOEKENNING EN UITREIKING VAN VERGOEDINGSAANDELE EN GRASSROOTS-VERGOEDINGSAANDELE			
SPESIALE BESLUIT NOMMER 7: FINANSIËLE BYSTAND			
SPESIALE BESLUIT NOMMER 8: ADDISIONELE UITREIKING VAN AANDELE			
SPESIALE BESLUIT NOMMER 9: UITREIKING VAN AANDELE AAN ACORN MANCO 2			
SPESIALE BESLUIT NOMMER 10: ACORN MANCO 2 FINANSIËLE BYSTAND			
SPESIALE BESLUIT NOMMER 11: AANDELEONDERVERDELING			
SPESIALE BESLUIT NOMMER 12: NAAMSVERANDERING			
SPESIALE BESLUIT NOMMER 13: OVERBERG AGRI BEDRYWE NAAMSVERANDERING			
GEWONE BESLUIT NOMMER 1: VERKIESING VAN DIREKTEUR - COBUS VISSER			
GEWONE BESLUIT NOMMER 2: VERKIESING VAN DIREKTEUR - BUCKLEY MCGRATH			
GEWONE BESLUIT NOMMER 3: VERKIESING VAN DIREKTEUR – JOHAN VAN DER MERWE			
GEWONE BESLUIT NOMMER 4: VERKIESING VAN DIREKTEUR – 1 PERSOON BENOEM DEUR ACORN AGRI TEEN DIE SLUITINGSDATUM			
GEWONE BESLUIT NOMMER 5: ALGEMENE MAGTIGING			

Gedateer hierdie ______________ dag van ______________ 2018.

Handtekening ______________________________ *(sien nota 7)*.

OPSOMMING VAN REGTE VERVAT IN ARTIKEL 58 VAN DIE MAATSKAPPYWET

Ingevolge artikel 58 van die Maatskappywet, saamgelees met die Bestaande MOI –

- mag 'n Aandeelhouer te eniger tyd en ooreenkomstig die bepalings van artikel 58 van die Maatskappywet, enige individu (insluitende 'n individu wat nie 'n Aandeelhouer is nie) as 'n gevolmagtigde aanstel, om namens sodanige Aandeelhouer aan die Algemene Vergadering deel te neem, en daar te praat en te stem;
- mag 'n Aandeelhouer twee of meer persone gelyktydig as gevolmagtigdes aanstel en meer as een gevolmagtigde aanstel om die stemregte uit te bring wat aan verskillende Aandele wat die Aandeelhouer hou, gekoppel is;
- mag 'n gevolmagtigde sy bevoegdheid om namens die Aandeelhouer op te tree aan 'n ander persoon delegeer ooreenkomstig die instruksies vervat in nota 5 hieronder;
- word die aanstelling van 'n gevolmagtigde opgeskort te eniger tyd en tot die mate dat die Aandeelhouer verkies om direk en persoonlik op te tree in die uitoefening van sodanige Aandeelhouer se regte as 'n Aandeelhouer;
- is die aanstelling van 'n gevolmagtigde herroepbaar tensy die gevolmagtigde se aanstelling uitdruklik anders bepaal;
- indien die aanstelling van 'n gevolmagtigde herroepbaar is, mag die Aandeelhouer die gevolmagtigde se aanstelling herroep deur (i) dit skriftelik te kanselleer of 'n latere ander aanstelling van 'n gevolmagtigde te maak; en (ii) 'n afskrif van die herroepingsinstrument aan die gevolmagtigde en aan die Maatskappy af lewer. Die herroeping van die gevolmagtigde se aanstelling is 'n volledige en finale kansellasie van die gevolmagtigde se magtiging om namens die Aandeelhouer op te tree vanaf die laaste datum van (i) die datum vermeld in die herroepingsinstrument, indien enige, en (ii) die datum waarop die herroepingsinstrument aan die gevolmagtigde en aan die Maatskappy gelewer is;
- 'n gevolmagtigde is daarop geregtig om enige stemreg van die Aandeelhouer sonder aanwysing uit te oefen, of dit nie uit te oefen nie, behalwe in soverre die instrument wat die gevolmagtigde aanwys, anders bepaal;
- tensy dit herroep word, bly die aanstelling van 'n gevolmagtigde ingevolge hierdie Volmagvorm geldig tot aan die einde van die Algemene Vergadering, selfs al word die Algemene Vergadering, of 'n deel daarvan, uitgestel of verdaag.

INSTRUKSIES EN NOTAS TOT DIE VOLMAGVORM

1 Hierdie Volmagvorm is vir gebruik deur geregistreerde Aandeelhouers wat 'n ander persoon ('n gevolmagtigde) wil aanstel om hulle by die Algemene Vergadering te verteenwoordig. Indien behoorlik gemagtig, mag maatskappye en ander regspersone wat geregistreerde Aandeelhouers is, 'n gevolmagtigde aanstel deur hierdie vorm te gebruik, of 'n verteenwoordiger aanstel ooreenkomstig nota 12 hieronder.

2 Dit word aanbeveel dat hierdie Volmagvorm voltooi en teruggestuur word aan die Maatskappy om dit nie later nie as 10:00 op Vrydag, 9 Maart 2018 te bereik. Hierdie Volmagvorm moet in elk geval aan die Maatskappy, of aan die Voorsitter, gelewer word voordat die gevolmagtigde enige regte van die Aandeelhouer op die Algemene Vergadering uitoefen.

Hierdie Volmagvorm mag aan die Maatskappy gerig word vir die aandag van die Maatskappysekretaris by die adresse hieronder uiteengesit, of mag aan die Voorsitter oorhandig word:

Indien dit per hand afgelewer word	Indien dit per pos gestuur word	Indien dit per e-pos gestuur word
Overberg Agri Donkinstraat 11, Caledon, 7230	Overberg Agri Posbus 50, Caledon, 7230	annmaries@overbergagri.co.za

3 Hierdie Volmagvorm sal van toepassing wees op al die Aandele wat geregistreer is in die naam van die Aandeelhouer wat hierdie Volmagvorm onderteken op die datum van die Algemene Vergadering (en al die stemme wat verband hou met daardie Aandele), tensy 'n mindere aantal Aandele aangedui word.

4 'n Aandeelhouer mag 'n gevolmagtigde van sy eie keuse aanstel deur die naam van sodanige gevolmagtigde en, indien verlang, die naam van 'n alternatiewe gevolmagtigde, in die spasie daarvoor verskaf, in te voeg. Enige sodanige gevolmagtigde hoef nie 'n Aandeelhouer te wees nie. Indien die naam van die gevolmagtigde nie ingevoeg word nie, sal die Voorsitter as gevolmagtigde aangestel wees. Indien meer as een naam ingevoeg word, sal die persoon wie se naam eerste op die Volmagvorm verskyn en wat by die Algemene Vergadering teenwoordig is, geregtig wees om as gevolmagtigde op te tree met die uitsluiting van enige persone wie se name daarna volg.

5 Die gevolmagtigde wat in hierdie Volmagvorm aangestel is, mag die magtiging wat aan hom gegee word in hierdie Volmagvorm delegeer deur aan die Maatskappy, op die wyse wat deur hierdie instruksies vereis word, 'n verdere Volmagvorm te lewer wat op 'n wyse voltooi is wat ooreenstem met die magtiging wat aan die gevolmagtigde in hierdie Volmagvorm gegee is.

6 Indien –

6.1 ’n Aandeelhouer nie op hierdie Volmagvorm aandui dat die gevolmagtigde ten gunste van of teen enige besluit moet stem, of buite stemming moet bly nie; of

6.2 die Aandeelhouer teenstrydige instruksies ten opsigte van enige aangeleentheid gee; of

6.3 enige bykomende besluit/e behoorlik aan die Algemene Vergadering voorgelê word; of

6.4 enige besluit wat in die Volmagvorm verskyn, verander of gewysig word,

dan is die gevolmagtigde geregtig om te stem of buite stemming te bly, na sy goeddunke, met betrekking tot daardie besluit of aangeleentheid. Indien die Aandeelhouer egter verdere skriftelike instruksies verskaf het wat hierdie Volmagvorm vergesel en wat aandui hoe die gevolmagtigde moet stem of buite stemming moet bly in enige van die omstandighede waarna verwys word in notas 6.1 tot 6.4, dan moet die gevolmagtigde daardie instruksies nakom.

7 Hierdie Volmagvorm moet gedateer en onderteken word deur die Aandeelhouer wat die gevolmagtigde aanstel. Indien hierdie Volmagvorm (of enige instrument wat ’n gevolmagtigde se aanstelling herroep) deur ’n persoon namens die Aandeelhouer onderteken word, hetsy ingevolge ’n volmag of andersins, dan moet hierdie Volmagvorm (of die herroepingsinstrument, na gelang van die geval) vergesel wees van ’n gesertifiseerde afskrif van die magtiging of bevoegdheid wat die Aandeelhouer aan die ondertekenaar gegee het, tensy die Maatskappy reeds ’n gesertifiseerde afskrif van daardie magtiging ontvang het.

8 ’n Minderjarige moet bygestaan word deur sy ouer of voog, tensy die betrokke dokumente wat sy regsbevoegdheid bevestig aan of by die Maatskappy gelewer of ingedien is.

9 Die Voorsitter mag, in sy diskresie, enige Volmagvorm of ander skriftelike aanstelling van ’n gevolmagtigde wat deur die Voorsitter ontvang word voor die tyd waarop die Algemene Vergadering oor ’n besluit of aangeleentheid besluit, wat betrekking het op die aanstelling van die gevolmagtigde, aanvaar of verwerp, selfs indien daardie aanstelling van ’n gevolmagtigde nie voldoen aan, of nie ontvang is ooreenkomstig, hierdie instruksies nie. Die Voorsitter sal egter nie so ’n aanstelling van ’n gevolmagtigde aanvaar nie tensy die Voorsitter tevrede is dat dit die bedoeling van die Aandeelhouer wat die gevolmagtigde benoem het, weerspieël.

10 Enige veranderinge wat aan hierdie Volmagvorm aangebring word moet deur die gemagtigde ondertekenaar/s geparafeer word.

11 Alle kennisgewings wat ’n Aandeelhouer geregtig is om in verband met die Maatskappy te ontvang, sal steeds aan daardie Aandeelhouer gestuur word en sal nie aan die gevolmagtigde gestuur word nie, tensy daardie Aandeelhouer die Maatskappy skriftelik opdrag gegee het om sodanige kennisgewings aan die gevolmagtigde te stuur en die Aandeelhouer enige redelike fooi betaal het wat deur die Maatskappy gehef word om dit te doen.

12 Maatskappye en ander regspersone wat Aandeelhouers is, kan in plaas daarvan om hierdie Volmagvorm te voltooi, ’n verteenwoordiger aanstel om hulle te verteenwoordig en al hul regte op die Algemene Vergadering uit te oefen deur skriftelik kennis te gee van die aanstelling van die verteenwoordiger aan die Maatskappy. Die kennisgewing moet vergesel wees van ’n behoorlik gesertifiseerde afskrif van die besluit/e of ander magtiging waarvolgens die verteenwoordiger aangestel word. Daar word versoek dat die kennisgewing aan die Maatskappy verskaf word om dit nie later as 10:00 op Vrydag, 9 Maart 2018 te bereik nie. Die magtiging mag aan die Maatskappy gerig word vir die aandag van die Maatskappysekretaris by die adresse hierbo in nota 2 uiteengesit, of mag aan die Voorsitter oorhandig word.

OVERBERG AGRI BEPERK
(Ingelyf in die Republiek van Suid-Afrika)
(Registrasienommer: 1998/001018/06)
(die "**Maatskappy**")

UITTREEAANBODAANVAARDING- EN OORDRAGVORM

In hierdie Uittreeaanbodaanvaarding- en oordragvorm, tensy die teendeel uit die konteks blyk, sal die woorde en frases wat gebruik word die omskrewe betekenis hê soos daaraan gegee in die Omsendbrief waartoe hierdie Uittreeaanbodaanvaarding- en oordragvorm aangeheg is.

Aan: Die Maatskappy, vir die aandag van die Maatskappysekretaris

Handaflewerings na:	Posaflewering na:	E-posaflewering na:
Overberg Agri Donkinstraat 11, Caledon, 7230	Overberg Agri Posbus 50, Caledon, 7230	annmaries@overbergagri.co.za

Belangrike notas en instruksies met betrekking tot hierdie Uittreeaanbodaanvaarding- en oordragvorm ("Aanvaardingsvorm"):

1. Hierdie Aanvaardingsvorm is slegs vir gebruik ten opsigte van die Uittreeaanbod.
2. Volledige besonderhede van die Uittreeaanbod is vervat in die Omsendbrief waarby hierdie Aanvaardingsvorm aangeheg is en van deel vorm.
3. Persone wat Aandele verkry het ná die datum van die uitreiking van die Omsendbrief waarby hierdie Aanvaardingsvorm aangeheg is, mag afskrifte van die Aanvaardingsvorm en die Omsendbrief van die Maatskappy verkry deur die Maatskappysekretaris telefonies by 028 214 3824 te skakel, of 'n e-pos na annmaries@overbergagri.co.za te stuur.
4. 'n Afsonderlike Aanvaardingsvorm word vir elke Aanvaarder vereis.
5. Aanvaarders moet hierdie Aanvaardingsvorm in HOOFLETTER-DRUKSKRIF voltooi.
6. **Deel A en Deel B** moet voltooi word deur alle Aanvaarders wat hierdie Aanvaardingsvorm terugstuur.
7. **Deel C** moet voltooi word deur alle Aanvaarders wat emigrante uit die Gemeenskaplike Monetêre Gebied is (betalings aan sodanige Aanvaarders sal eers gemaak word sodra al die nodige goedkeurings van alle Relevante Owerhede verkry is).
8. **Deel D** moet voltooi word deur alle Aanvaarders wat nie inwoners van die Gemeenskaplike Monetêre Gebied is nie, of wat emigrante uit die Gemeenskaplike Monetêre Gebied is waarvan die Aandele vrygestel is en verlang dat die Uittreeaanbodvergoeding aan 'n Gemagtigde Handelaar betaal moet word (betalings aan sodanige Aanvaarders sal slegs gemaak word sodra al die nodige goedkeurings van alle Relevante Owerhede verkry is).
9. Die Uittreeaanbod open op die Omsendbriefdatum, synde 7 Februarie 2018, en mag nie voor daardie datum aanvaar word nie.
10. Indien hierdie Aanvaardingsvorm nie onderteken is deur die Aanvaarder en afgelewer is aan die Maatskappy voor of op 17:00 op 13 Maart 2018 nie, synde die tweede Besigheidsdag ná die Algemene Vergadering se datum (die Uittreeaanbod-Sluitingsdatum), sal dit geag word dat die Aanvaarder nie die Uittreeaanbod aanvaar het nie.
11. Enige verandering aan hierdie Aanvaardingsvorm moet volledig onderteken word en moet nie net geparafeer word nie.
12. Indien hierdie Aanvaardingsvorm onder 'n volmag onderteken word, moet sodanige volmag, of 'n notariële gesertifiseerde afskrif hiervan, tesame met hierdie Aanvaardingsvorm gestuur word vir aantekening (tensy die Maatskappy dit reeds aangeteken het).
13. **Waar die Aanvaarder 'n maatskappy of 'n beslote korporasie of ander regspersoon is, moet 'n afskrif van die besluit van die direkteure of lede of ander besluit wat die ondertekening van hierdie Aanvaardingsvorm magtig, tesame met hierdie Aanvaardingsvorm ingedien word.**
14. 'n Minderjarige moet bygestaan word deur sy ouer of voog, tensy die betrokke dokumente wat sy regsbevoegdheid bevestig reeds aan die Maatskappy gelewer is of deur die Maatskappy geregistreer is.
15. Waar Aandele gesamentlik gehou word, moet alle mede-houers hierdie Aanvaardingsvorm onderteken.
16. **Vir 'n aanvaarding om geldig te wees, moet die Aanvaarder ook die Volmagvorm hiertoe aangeheg voltooi en onderteken.**
17. Aanvaardings ingevolge hierdie Aanvaardingsvorm is onherroeplik en mag nie teruggetrek word as dit eers ingedien is nie.
18. Aanvaarders moet hul professionele adviseurs raadpleeg as hulle oor die korrekte voltooiing van hierdie Aanvaardingsvorm twyfel.

DEEL A: MOET IN HOOFLETTER-DRUKSKRIF VOLTOOI WORD DEUR ALLE AANVAARDERS WAT HIERDIE VORM TERUGSTUUR

Geagte Here

Ek/Ons aanvaar hiermee die Uittreeaanbod ten opsigte van my/ons Aandeelhouding, soos per my/ons instruksies hierin vervat.

Die Besonderhede van die Aandeelhouer wat die Uittreeaanbod* aanvaar ("Aanvaarder"):

Naam van regspersoon:	
*Van	
*Voornaam (volledig):	
*Titel (Mnr, Mev, Mej, Me, ens.):	
**Adres	
Poskode:	
*Telefoon:	
*Selfoon:	
*E-posadres:	
*Faksnommer:	
Totale aantal Aandele wat die Aanvaarder hou:	

* **Waar die Aanvaarder 'n regspersoon is, moet hierdie besonderhede voltooi word ten opsigte van die persoon wat die Aanvaardingsvorm namens die Aanvaarder onderteken.**

** **Let wel:** Die Maatskappy sal nie enige adresverandering kan aanteken nie, tensy die volgende dokumentasie van die betrokke Aanvaarder ontvang word:

- 'n oorspronklike gesertifiseerde afskrif van sy identiteitsdokument of sertifikaat van inlywing of trustakte;
- 'n oorspronklike gesertifiseerde afskrif van 'n dokument uitgereik deur die SAID om sy/haar belastingnommer te verifieer (indien die Aandeelhouer nie 'n belastingnommer het nie, bevestig dit asseblief skriftelik en laat die brief onderteken deur 'n Kommissaris van Ede); en
- 'n oorspronklike of 'n oorspronklike gesertifiseerde afskrif van 'n munisipale of ander diensterekening om sy/haar fisiese adres te verifieer.

1. Aanvaarding, oordrag en erkenning:

Ek/Ons, die ondergetekende Aanvaarder/behoorlik gemagtigde verteenwoordiger van die Aanvaarder,

1.1 aanvaar die Uittreeaanbod ten opsigte van ______________________________ Aandele (**"Uittreeaanbodverkoopsaandele"**);

1.2 erken dat, met ingang van die ontvangs deur die Maatskappy van hierdie Aanvaardingsvorm wat behoorlik deur my/ons verly is, 'n Terugkoopooreenkoms (**"Terugkoopooreenkoms"**) tot stand sal kom tussen die Aanvaarder en die Maatskappy ingevolge waarvan die Aanvaarder die Uittreeaanbodverkoopsaandele verkoop en die Maatskappy dit koop/verkry teen die Uittreeaanbodprys per Uittreeaanbodverkoopsaandeel, onderworpe aan die Uittreeaanbod- Opskortende Voorwaardes en ingevolge die terme en voorwaardes in die Omsendbrief en in hierdie Aanvaardingsvorm;

1.3 erken dat ek/ons daarvan bewus is dat indien die Uittreeaanbod deur die Aanvaarder voor die Algemene Vergadering aanvaar word, die Terugkoopooreenkoms ook onderhewig is aan die Uittreeaanbod- Opskortende Voorwaardes dat **die Aanvaarder die Volmagvorm hiertoe aangeheg voltooi en onderteken het**, ingevolge waarvan die Aanvaarder die Voorsitter as die Aanvaarder se gevolmagtigde aanwys om ten gunste van alle Transaksiebesluite te stem;

1.4 erken dat die Aanvaarder verplig is om enige en alle Belasting te betaal wat deur die Maatskappy betaalbaar mag wees weens die verkoop en/of oordrag of afstanddoening van die Uittreeaanbodverkoopsaandele aan en ten gunste van die Maatskappy en dat die Maatskappy hiermee gemagtig word deur die Aanvaarder om sodanige Belasting van die totaal van die Uittreeaanbodvergoeding betaalbaar deur die Maatskappy aan die Aanvaarder af te trek en om sodanige Belasting aan die SAID oor te betaal;

1.5 erken dat, indien die Uittreeaanbod- Opskortende Voorwaardes nie vervul (of van afstand gedoen, waar van toepassing) word nie om welke rede dan ook, die voormelde Terugkoopooreenkoms sal verval en waarna die Aanvaarder geen eis sal hê vir Verliese of skade gely of koste of enige ander eise van welke aard ook al (wat alles hiermee van afstand gedoen word, tot die mate dat dit mag bestaan het) teen die Maatskappy of die Maatskappydireksie nie;

1.6 erken dat tot die mate dat die Uittreeaanbodverkoopsaandele onderworpe is aan 'n Beswaring ten gunste van Overberg Agri Bedrywe of enige ander Filiaal van die Maatskappy:

1.6.1 die Maatskappy sal toesien tot die ontheffing van daardie Uittreeaanbodverkoopsaandele met ingang van die eerste Besigheidsdag ná die Voldoeningsdatum (**"Leweringsdatum"**); en

1.6.2 die Uittreeaanbodvergoeding betaalbaar ten opsigte daarvan aan die Aanvaarder, nie aan die Aanvaarder betaal sal word nie, maar aan Overberg Agri Bedrywe of enige ander Filiaal ten gunste van wie die Beswaring geld betaal word;

1.7 erken dat betaling op die wyse soos beskryf in 1.6.2 hierbo, sal in volle en finale vereffening wees van die verpligtinge van die Maatskappy om sodanige Uittreeaanbodvergoeding te betaal.

2. Lewering:

Ek/Ons, die ondergetekende Aanvaarder/behoorlik gemagtigde verteenwoordiger van die Aanvaarder,

2.1 doen hiermee afstand van alle regte van die Aanvaarder ten opsigte van die oorspronklike Aandelesertifikate en/of ander Titeldokumente wat deur die Maatskappy gehou word en wat die Uittreeaanbodverkoopsaandele verteenwoordig, aan en ten gunste van die Maatskappy;

2.2 dra hiermee met ingang van die Leweringsdatum die Uittreeaanbodverkoopsaandele en al die regte en belange vervat daarin oor en doen daarvan afstand ten gunste van die Maatskappy, en erken en stem in dat die Maatskappy op op die Leweringsdatum, of so gou as moontlik daarna, die Uittreeaanbodverkoopsaandele in sy Sekuriteiteregister mag kanselleer;

2.3 stel hiermee onherroeplik en *in rem suam* die Maatskappysekretaris en elke direkteur van die Maatskappy aan as die Aanvaarder se verteenwoordiger om enige dokument te onderteken, enige stap te doen en enige inskrywing in die Sekuriteiteregister te maak wat die afstanddoening en oordrag deur die Aanvaarder van al sy regte en belange ten opsigte van die Uittreeaanbodverkoopsaandele aan en ten gunste van die Maatskappy, sal deurvoer en op rekord stel;

2.4 waarborg hiermee aan die Maatskappy dat met ingang van die Leweringsdatum:

2.4.1. die Maatskappy gemagtig sal wees om die Uittreeaanbodverkoopsaandele te kanselleer;

2.4.2. die Aanvaarder nie meer enige regte en/of eise sal hê rakende die Uittreeaanbodverkoopsaandele nie; en

2.4.3. die Aanvaarder geen verdere regte sal hê ten opsigte van of voortspruitend uit die Uittreeaanbodverkoopsaandele nie; en

2.5 magtig hiermee die Maatskappy om op of ná die Leweringsdatum die oordrag en/of afstanddoening van die Uittreeaanbodverkoopsaandele in die Register te registreer en om die Uittreeaanbodverkoopsaandele te kanselleer.

3. Waarborge

Ek/Ons, die ondergetekende Aanvaarder/behoorlik gemagtigde verteenwoordiger van die Aanvaarder, waarborg hiermee dat:

3.1. die Aanvaarder die wettige en voordeeltrekkende eienaar is van en uitsluitlik geregtig is op die Uittreeaanbodverkoopsaandele en dat dit die bevoegdheid en gesag het om die Uittreeaanbodverkoopsaandele te verkoop of, tot die mate dat die Aanvaarder die genomineerde eienaar is van ’n voordeeltrekkende eienaar (**“Voordeeltrekkende Eienaar”**), dat beide die Aanvaarder en die Voordeeltrekkende Eienaar die aanvaarding in 1.1 hierbo onderteken het en dat die Aanvaarder en die Voordeeltrekkende Eienaar uitsluitlik geregtig is op die Uittreeaanbodverkoopsaandele en die Aanvaarder en die Voordeeltrekkende Eienaar het die bevoegdheid en gesag om die Uittreeaanbodverkoopsaandele te verkoop;

3.2. geen ander persoon of entiteit enige voorkoopsreg het ten opsigte van die Uittreeaanbodverkoopsaandele of enige ander reg op grond waarvan enige persoon of entiteit geregtig mag wees om te eis dat een of meer van die Uittreeaanbodverkoopsaandele aan hom verkoop of oorgedra word nie;

3.3. geen van die Uittreeaanbodverkoopsaandele Beswaar is nie (onderhewig aan 1.6 hierbo);

3.4. die Uittreeaanbodverkoopsaandele vrylik oordraagbaar is; en

3.5. die Terugkoopooreenkoms ’n bindende ooreenkoms vorm tussen die Aanvaarder en die Maatskappy.

4. Die Aanvaarder vrywaar en stel die Maatskappy skadeloos teen enige Verliese wat die Maatskappy mag ly as gevolg van die verbreking van die Terugkoopooreenkoms (of enige van die waarborge wat hierin vervat is).

Geteken te ____ op ____ 2018.

____

Handtekening van Aanvaarder (waar Uittreeaanbodverkoopsaandele gehou word deur ’n genomineerde, moet beide die genomineerde en die Voordeeltrekkende Eienaar teken)*

____

Volle naam (in DRUKSKRIF) en hoedanigheid (indien van toepassing)

DIE AANVAARDER WORD OOK DAARAAN HERINNER OM DIE INGESLOTE VOLMAGVORM TE VOLTOOI EN TE ONDERTEKEN

* die magtiging (in die vorm van toepaslike besluit/e) van ’n ondertekenaar wat namens ’n maatskappy of ’n beslote korporasie of trust hierdie Aanvaardingsvorm onderteken het, moet aan hierdie Aanvaardingsvorm geheg word. **Let ook asseblief daarop dat waar die Uittreeaanbodverkoopsaandele deur ’n genomineerde gehou word, beide die genomineerde en die Voordeeltrekkende Eienaar van daardie Aandele as Aanvaarder hierbo moet teken.**

DEEL B: MOET IN DRUKSKRIF-HOOFLETTERS VOLTOOI WORD

Ek/Ons, synde 'n Aanvaarder, of wat namens 'n Aanvaarder optree, versoek hiermee dat die Uittreeaanbodvergoeding elektronies in die volgende bankrekening gedeponeer word:

*Naam van rekeninghouer:	
Banknaam:	
Takkode:	
Rekeningnommer:	
Swift-nommer:	
IBAN-nommer:	
Handtekening deur of namens Aanvaarder	
Deur my bygestaan (indien van toepassing):	
(Meld volle naam en hoedanigheid):	
Datum:	
Telefoon:	**Huis:
	**Werk:
	**Sel:

* Betalings sal slegs in Aanvaarders se bankrekeninge gedeponeer word, en nie in die bankrekeninge van ander partye nie.

** Indien die Aanvaarder 'n regspersoon is, moet die besonderhede van die verteenwoordiger voltooi word

Die Maatskappy sal slegs die bankbesonderhede kan aanteken indien afskrifte van die Aanvaarder se identiteitsdokument of sertifikaat van inlywing of trustakte (en skriftelike magtiging uitgereik deur die Meester van die Hooggeregshof wat die trustees magtig om op te tree) of enige ander dokument wat aanvaarbaar is vir die Maatskappy wat die bestaan van die Aanvaarder bewys en 'n bankstaat (nie ouer as drie maande nie) saam met hierdie Aanvaardingsvorm ingedien word.

DEEL C: MOET IN DRUKSKRIF-HOOFLETTERS VOLTOOI WORD DEUR AANVAARDERS WAT EMIGRANTE UIT DIE GEMEENSKAPLIKE MONETÊRE GEBIED IS EN WIE SE AANDELE NIE VRYGESTEL IS NIE

Die Uittreeaanbodvergoeding betaalbaar aan 'n Aanvaarder, wat 'n emigrant uit die Gemeenskaplike Monetêre Gebied is en wie se Aandele nie vrygestel is nie, sal aan die Gemagtigde Handelaar gestuur word wat sy geblokkeerde bates ingevolge die Valutabeheerregulasies beheer, soos hieronder benoem, vir sy beheer en gekrediteer word tot die emigrant se geblokkeerde baterekening. Gevolglik moet 'n nie-inwoner wat 'n emigrant uit die Gemeenskaplike Monetêre Gebied is, die volgende inligting verskaf:

Naam van Gemagtigde Handelaar in RSA:	
Rekeningnommer:	
Adres:	

Indien geen nominasie hierbo gemaak is nie, sal die Uittreeaanbodvergoeding deur die Maatskappy in trust gehou word totdat 'n skriftelike opdrag ontvang word oor die hantering van sodanige bedrag.

DEEL D: MOET IN HOOFLETTER-DRUKSKRIF VOLTOOI WORD DEUR AANVAARDERS WAT NIE-INWONERS VAN DIE GEMEENSKAPLIKE MONETÊRE GEBIED IS OF EMIGRANTE VAN DIE GEMEENSKAPLIKE MONETÊRE GEBIED WIE SE AANDELE VRYGESTEL IS EN WAT VERKIES DAT DIE UITTREEAANBODVERGOEDING AAN 'N GEMAGTIGDE HANDELAAR BETAAL WORD

Die Uittreeaanbodvergoeding betaalbaar aan 'n Aanvaarder wat 'n geregistreerde adres buite die RSA het (behalwe 'n Aanvaarder wat 'n emigrant uit die Gemeenskaplike Monetêre Gebied is en wie se Aandele nie vrygestel is nie) en wie se Aandelesertifikate geëndosseer is "nie-inwoner", sal aan die betrokke Aanvaarder gepos word, tensy die Aanvaarder 'n Gemagtigde Handelaar nomineer aan wie sodanige Uittreeaanbodvergoeding betaal moet word.

Naam van Gemagtigde Handelaar in RSA of alternatiewe instruksies:	
Rekeningnommer:	
Adres:	

NOTAS:

1. Emigrante van die Gemeenskaplike Monetêre Gebied moet, bykomend tot Deel A, ook Deel C voltooi. Indien Deel C nie behoorlik voltooi is nie, sal die Uittreeaanbodvergoeding in trust gehou word deur die Maatskappy totdat dit geëis word vir 'n maksimum tydperk van vyf jaar. Ná hierdie tydperk sal sodanige fondse aan die Voogdyfonds van die Hooggeregshof van die RSA oorgedra word. Geen rente sal verdien of betaal word op enige Uittreeaanbodvergoeding wat so in trust gehou word nie.
2. Alle ander nie-inwoners van die Gemeenskaplike Monetêre Gebied moet Deel D voltooi as hulle verkies dat die Uittreeaanbodvergoeding aan 'n Gemagtigde Handelaar in die RSA betaal moet word.

OVERBERG AGRI BEPERK
(Ingelyf in die Republiek van Suid-Afrika)
(Registrasienommer: 1998/001018/06)
(die "**Maatskappy**")

VOLMAGVORM

In hierdie Volmagvorm, tensy die teendeel uit die konteks blyk, sal die woorde en frases wat gebruik word, die omskrewe betekenis hê soos daaraan gegee in die Omsendbrief waartoe hierdie Volmagvorm geheg is.

1. **Hierdie Volmagvorm hou verband met die Algemene Vergadering wat gehou sal word om 10:00 op 9 Maart 2018 by die Caledon Hotel en Spa, Nerinastraat 1, Caledon, 7230**
2. **Skryf asseblief duidelik wanneer u hierdie Volmagvorm voltooi. 'n Opsomming van die regte van Aandeelhouers en hul gevolmagtigdes ingevolge artikel 58 van die Maatskappywet en instruksies en notas wat verduidelik hoe om hierdie Volmagvorm te gebruik, verskyn aan die einde van hierdie Volmagvorm.**

Ek/Ons (voeg naam in) ____ of

(voeg naam van maatskappy of ander regspersoon in) (**"die Aandeelhouer"**)______________________

van (voeg adres in)____

(synde 'n Aandeelhouer van die Maatskappy en die geregistreerde eienaar(s) van (voeg getal in) ______________ Aandele *(sien nota 3)*) stel hiermee die Voorsitter aan om die Algemene Vergadering namens my/ons/die Aandeelhouer by te woon en daaraan deel te neem en namens my/ons/die Aandeelhouer te praat en te stem ten opsigte van alle sake van die Algemene Vergadering (met inbegrip van enige stem per stembrief en alle besluite wat aan die Algemene Vergadering voorgelê word), selfs al word die Algemene Vergadering uitgestel, en by enige hervatting daarvan ná enige verdaging.

My/Ons/Die Aandeelhouer se gevolmagtigde sal ten gunste van alle besluite, soos hieronder uiteengesit, stem.

Besluit	Ten gunste van	Teen	Buite stemming
SPESIALE BESLUIT NOMMER 1: OMSKEPPING	X		
SPESIALE BESLUIT NOMMER 2: VERMEERDERING IN GEMAGTIGDE GEWONE AANDELEKAPITAAL	X		
SPESIALE BESLUIT NOMMER 3: AANVAARDING VAN NUWE MOI	X		
SPESIALE BESLUIT NOMMER 4: SKEMA	X		
SPESIALE BESLUIT NOMMER 5: UITTREEAANBOD	X		
SPESIALE BESLUIT NOMMER 6: GOEDKEURING VAN DIE SAMESMELTINGS-OOREENKOMS EN TOEKENNING EN UITREIKING VAN VERGOEDINGSAANDELE EN GRASSROOTS-VERGOEDINGSAANDELE	X		
SPESIALE BESLUIT NOMMER 7: FINANSIËLE BYSTAND	X		
SPESIALE BESLUIT NOMMER 8: ADDISIONELE UITREIKING VAN AANDELE	X		
SPESIALE BESLUIT NOMMER 9: UITREIKING VAN AANDELE AAN ACORN MANCO 2	X		
SPESIALE BESLUIT NOMMER 10: ACORN MANCO 2 FINANSIËLE BYSTAND	X		
SPESIALE BESLUIT NOMMER 11: AANDELEONDERVERDELING	X		
SPESIALE BESLUIT NOMMER 12: NAAMSVERANDERING	X		
SPESIALE BESLUIT NOMMER 13: OVERBERG AGRI BEDRYWE NAAMS-VERANDERING	X		
GEWONE BESLUIT NOMMER 1: VERKIESING VAN DIREKTEUR - COBUS VISSER	X		
GEWONE BESLUIT NOMMER 2: VERKIESING VAN DIREKTEUR - BUCKLEY MCGRATH	X		
GEWONE BESLUIT NOMMER 3: VERKIESING VAN DIREKTEUR – JOHAN VAN DER MERWE	X		
GEWONE BESLUIT NOMMER 4: VERKIESING VAN DIREKTEUR – 1 PERSOON BENOEM DEUR ACORN AGRI TEEN DIE SLUITINGSDATUM	X		
GEWONE BESLUIT NOMMER 5: ALGEMENE MAGTIGING	X		

Gedateer hierdie ______________________ dag van ______________________________ 2018.

Handtekening ____

OPSOMMING VAN REGTE VERVAT IN ARTIKEL 58 VAN DIE MAATSKAPPYWET

Ingevolge artikel 58 van die Maatskappywet, saamgelees met die Bestaande MOI -

- mag 'n Aandeelhouer te eniger tyd en ooreenkomstig die bepalings van artikel 58 van die Maatskappywet, enige individu (insluitende 'n individu wat nie 'n Aandeelhouer is nie) as 'n gevolmagtigde aanstel om namens sodanige Aandeelhouer aan die Algemene Vergadering deel te neem, en daar te praat en te stem;
- mag 'n Aandeelhouer twee of meer persone gelyktydig as gevolmagtigdes aanstel en meer as een gevolmagtigde aanstel om stemregte uit te bring wat gekoppel is aan verskillende Aandele wat deur die Aandeelhouer gehou word;
- mag 'n gevolmagtigde sy bevoegdheid om namens die Aandeelhouer op te tree aan 'n ander persoon delegeer ooreenkomstig die instruksies vervat in nota 5 hieronder;
- word die aanstelling van 'n gevolmagtigde opgeskort te eniger tyd en tot die mate wat die Aandeelhouer verkies om direk en persoonlik op te tree in die uitoefening van sodanige Aandeelhouer se regte as 'n Aandeelhouer;
- is die aanstelling van 'n gevolmagtigde herroepbaar tensy die gevolmagtigde se aanstelling uitdruklik anders bepaal;
- indien die aanstelling van 'n gevolmagtigde herroepbaar is, mag die Aandeelhouer die gevolmagtigde se aanstelling herroep deur (i) dit skriftelik te kanselleer of 'n latere ander aanstelling van 'n gevolmagtigde te maak; en (ii) 'n afskrif van die herroepingsinstrument aan die gevolmagtigde en aan die Maatskappy te lewer. Die herroeping van die gevolmagtigde se aanstelling is 'n volledige en finale kansellasie van die gevolmagtigde se magtiging om namens die Aandeelhouer op te tree, vanaf die laaste datum van (i) die datum vermeld in die herroepingsinstrument, indien enige, en (ii) die datum waarop die herroepingsinstrument aan die gevolmagtigde en aan die Maatskappy gelewer is;
- 'n gevolmagtigde is daarop geregtig om enige stem van die Aandeelhouer sonder aanwysing uit te bring of buite stemming te bly, behalwe tot die mate dat die instrument wat die gevolmagtigde aanwys, anders bepaal;
- tensy dit herroep word, bly die aanstelling van 'n gevolmagtigde ingevolge hierdie Volmagvorm geldig tot aan die einde van die Algemene Vergadering, selfs al word die Algemene Vergadering, of 'n deel daarvan, uitgestel of verdaag.

INSTRUKSIES EN NOTAS OOR VOLMAGVORM

1. Hierdie Volmagvorm is vir gebruik deur geregistreerde Aandeelhouers wat die Uittreeaanbod wil aanvaar.
2. Hierdie Volmagvorm moet voltooi en onderteken en teruggestuur word aan die Maatskappy, tesame met die Uittreeaanbodaanvaarding- en oordragvorm, sodat dit nie later as 10:00 op Vrydag, 9 Maart 2018 ontvang word nie.

   Hierdie Volmagvorm moet aan die Maatskappy gerig word vir die aandag van die Maatskappysekretaris by die adresse hieronder uiteengesit:

Indien dit per hand afgelewer word	Indien dit per pos gestuur word	Indien dit per e-pos gestuur word
Overberg Agri Donkinstraat 11, Caledon, 7230	Overberg Agri Posbus 50, Caledon, 7230	annmaries@overbergagri.co.za

3. Hierdie Volmagvorm sal van toepassing wees op al die Aandele wat op die datum van die Algemene Vergadering geregistreer is in die naam van die Aandeelhouer wat hierdie Volmagvorm onderteken het (en al die stemme wat verband hou met daardie Aandele), tensy 'n mindere aantal Aandele op die Volmagvorm aangedui word.
4. Die gevolmagtigde stem ten gunste van al die besluite.
5. Hierdie Volmagvorm moet gedateer en onderteken word deur die Aandeelhouer wat die gevolmagtigde aanstel. Indien hierdie Volmagvorm (of enige instrument wat 'n gevolmagtigde se aanstelling herroep) deur 'n persoon namens die Aandeelhouer onderteken word, hetsy ingevolge 'n volmag of andersins, dan moet hierdie Volmagvorm (of die herroepingsinstrument, na gelang van die geval) vergesel wees van 'n gesertifiseerde afskrif van die magtiging wat die Aandeelhouer aan die ondertekenaar gegee het, tensy die Maatskappy reeds 'n gesertifiseerde afskrif van daardie magtiging ontvang het.
6. 'n Minderjarige moet bygestaan word deur sy ouer of voog, tensy die betrokke dokumente wat sy regsbevoegdheid bevestig, aan of by die Maatskappy gelewer of ingedien is.
7. Die Voorsitter mag, in sy diskresie, enige Volmagvorm of ander skriftelike aanstelling van 'n gevolmagtigde, wat deur die Voorsitter ontvang word voor die tyd waarop die Algemene Vergadering 'n besluit of aangeleentheid hanteer waarop die aanstelling van die gevolmagtigde betrekking het, aanvaar of verwerp, selfs al voldoen daardie aanstelling van 'n gevolmagtigde nie aan, of is dit nie ontvang ooreenkomstig, hierdie instruksies nie. Die Voorsitter sal egter nie so 'n aanstelling van 'n gevolmagtigde aanvaar nie tensy die Voorsitter tevrede is dat dit die bedoeling van die Aandeelhouer wat die gevolmagtigde benoem het, weerspieël.
8. Enige veranderinge wat aan hierdie Volmagvorm aangebring word, moet deur die gemagtigde ondertekenaar/s geparafeer word.
9. Alle kennisgewings wat 'n Aandeelhouer geregtig is om in verband met die Maatskappy te ontvang, sal steeds aan daardie Aandeelhouer gestuur word en sal nie aan die gevolmagtigde gestuur word nie, tensy daardie Aandeelhouer die Maatskappy skriftelik opdrag gegee het om sodanige kennisgewings aan die gevolmagtigde te stuur en die Aandeelhouer enige redelike fooi betaal het wat deur die Maatskappy gehef word om dit te doen.