

Confidential

EXECUTION COPY

Dated 3 August 2016

CDC GROUP PLC
and
ZAMBEEF PRODUCTS PLC

Investment Agreement
relating to an investment in ZAMBEEF PRODUCTS PLC

 **NORTON ROSE FULBRIGHT**

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THIS AGREEMENT is dated 3 August 2016 between:

- (1) **CDC GROUP PLC**, a public company incorporated in England and Wales with registered number 3877777, whose registered office is at 123 Victoria Street, London SW1E 6DE (**CDC**); and
- (2) **ZAMBEEF PRODUCTS PLC**, a company incorporated in Zambia with registered number 31824 whose registered office is Plot 4970, Manda Road, Industrial Area, Lusaka, Zambia, (**Company**),

together the **Parties** and each a **Party**.

BACKGROUND

- (A) The Company is a publicly listed company incorporated in Zambia and with its shares admitted to trading on the Lusaka Stock Exchange and AIM, further details of which are contained in Schedule 1.
- (B) This Agreement contains the terms of an investment by CDC in the Company and certain other matters concerning the regulation and management of the Company and the Group following Completion.

IT IS AGREED as follows:

1 Definitions and interpretation

- 1.1 Unless the context otherwise requires, the following definitions shall apply throughout this Agreement:

ABC Plan means policies and practical procedures in the Agreed Form to prevent extortion, fraud, bribery, corruption and financial crime in accordance with local law requirements and international best practice, including anti-corruption and anti-money laundering best practice

Accounts means the audited consolidated accounts of the Group, including the audited consolidated balance sheet, audited consolidated cash flow statement, audited consolidated profit and loss account and notes to those accounts together with the associated directors' and audited reports, for the financial year ended 30 September 2015

Accounts Date means 30 September 2015

Action has the meaning ascribed to it in clause 10.5

Additional Securities has the meaning given to it in clause 16.2

Ad Hoc Meetings has the meaning ascribed to it in clause 11.7

Affected Party has the meaning ascribed to it in clause 5.2

Affiliate means:

- (a) in relation to a company, (i) any subsidiary of such company; (ii) any holding company of such company; or (iii) any subsidiary of any such holding company; and
- (b) in relation to CDC, includes any CDC Related Party

Agreed Form means a form reasonably satisfactory to CDC having regard to applicable regulatory requirements

AIM means the AIM market of the London Stock Exchange

Annual Budget has the meaning ascribed to it in clause 15.1(c)

Approved Charities means the charities set out in Schedule 9

Associate means:

- (a) in relation to an individual, (i) a spouse, civil or customary law partner or child or adopted child of that individual; (ii) the trustees of any trust of which the individual or a member of their family is a beneficiary; (iii) any nominee person accustomed to act on the individual's or any member of the individual's family's instructions (ii) any company in which the individual or a member of their family exercises or controls the exercise (or could on the fulfilment of a condition or occurrence of a contingency exercise or control the exercise) of 30 per cent. or more of the votes or can appoint or remove directors holding a majority of voting rights at board meetings; or (v) any partnership in which the individual or any member of their family hold or control (or could on the fulfilment of a condition or occurrence of a contingency be able to hold) a voting interest greater than 30 per cent. in the partnership or at least 30 per cent. of the partnership; and
- (b) in relation to a company, (i) any of its group undertakings; (ii) any company whose directors are accustomed to act in accordance with that company's directions or instructions; (iii) any company in which such company and any other company under this sub paragraph (b)(i) or (b)(ii) taken together exercises or controls the exercise (or could on the fulfilment of a condition or occurrence of a contingency exercise or control the exercise) of 30 per cent. or more of the votes or can appoint or remove directors holding a majority of voting rights at board meetings; (iv) the trustees of any trust of which that company is a beneficiary; or (v) any nominee person accustomed to act on that company's instructions

Bank Consents has the meaning given to it in clause 3.1(c)

Banks means Citibank, Zanaco, Stanbic, DEG, Standard Chartered and IFC

Board means the board of directors of the Company from time to time

Board Plan means a plan in the Agreed Form to strengthen the Board following Completion

Board Review Date has the meaning ascribed to it in clause 7.2(b)

Business Day means a day on which banks are open for all normal classes of banking business in London and Zambia

Business Integrity Laws means any law, rule or regulation relating to bribery, corruption, financial crime, anti-terrorism, terrorism financing, anti-money laundering, export controls, trade embargoes, travel bans applicable to any Group Company or to CDC including, without limitation, the economic sanctions and regulations of a Sanctioning Body, any European Union restrictive measure that has been implemented pursuant to any European Council or Commission Regulation or decision adopted pursuant to a Common Position in furtherance of the European Union's Common Foreign and Security Policy

Business Intellectual Property Rights means all Intellectual Property Rights which are owned by the Company as at Completion or which have been developed, made, created or used or enjoyed or intended to be used or enjoyed by the Group

CDC Confidential Information means Confidential Information relating to CDC

CDC Core Holding means 34.9 per cent. of the issued share capital of the Company

CDC Director has the meaning given to it in clause 11.1

CDC Exposure means, in relation to any Losses, Tax Liability or other costs and expenses of a Group Company, a proportion (expressed as a percentage) equal to:

$$\frac{P}{1 - P}$$

Where **P** is the proportion that the Subscription Shares bear to the entire issued share capital of the Company (calculated by number of shares not votes and including both the Ordinary Shares, the Preference Share and any other shares issued by the Company to, or acquired by CDC after the date of this Agreement whether pursuant to a Conversion or otherwise)

CDC Related Party means any of CDC and its subsidiary undertakings, any parent undertaking of CDC and any subsidiary undertaking of that parent undertaking (together, the **CDC Group**)

Circular means a circular from the Company to its shareholders detailing the transactions contemplated in this Agreement

Citibank means Citibank Zambia Limited

Citibank Facilities means:

- (a) the overdraft facility provided to the Company by Citibank under the terms of a letter dated 12 July 2013, as amended by an addendum dated 5 October 2015 and addendum dated 26 February 2016; and
- (b) the overdraft facility between Zamleather Limited and Citibank dated 12 July 2013 and reconfirmed on 2 December 2014 and 18 April 2016 (guaranteed by the Company under the terms of a guarantee dated 22 August 2012 and a further guarantee dated 23 June 2000)

COMESA means the Common Market for East and Southern Africa

COMESA Competition Commission means the competition authority established in the COMESA region to regulate, inter alia, merger activity or its successor body

COMESA Competition Regulations means the COMESA Competition Regulations as at December 2004

Commercial Warranties means the Warranties other than the Fundamental Warranties and the Tax Warranties

Companies Act means the Companies Act, chapter 388 of the laws of Zambia

Company Matters has the meaning ascribed to it in clause 11.11

Company Representation has the meaning ascribed to it in clause 10.5

Completion means completion of this Agreement in accordance with clause 3.1 following satisfaction of the Conditions

Completion Actions has the meaning ascribed to it in clause 5.1

Completion Date means such date (not being later than the Long Stop Date) as is the fifth Business Day after the date on which the last of the Conditions to be satisfied or waived, is satisfied or waived in writing by CDC pursuant to clause 3.2, or otherwise such date as shall be determined by CDC

Conditions means the conditions set out in clause 3.1

Confidential Information means all information:

- (a) which is confidential and which is used in or otherwise relates to the business, customers, suppliers, financial, technical or other affairs of any member of the Group;
- (b) which has been supplied to any member of the Group in confidence; or
- (c) in relation to which any member of the Group is bound by an obligation of confidence to a third party

Controlled by means:

- (a) the power (whether directly or indirectly) and whether by ownership of share capital, the possession of voting power, contract or otherwise to appoint and/or remove all of such board of directors or other governing body of person as are able to cast a majority of the votes capable of being cast by the members of that board or body, or otherwise to control or have the power to control the policies and affairs of that person; and/or
- (b) the holding and/or ownership of the beneficial interest and/or the ability to exercise the voting rights applicable to shares or other securities in any person which confer in aggregate on the holders (whether directly or by means of holding such interests in one or more other persons (either directly or indirectly) thereof) more than 50% (fifty percent) of the voting rights exercisable at general meetings of that person

Conversion has the meaning given to it in paragraph 4.1 of Schedule 8

Conversion Date has the meaning given to it in paragraph 4.1 of Schedule 8

Conversion Formula has the meaning given to it paragraph 4.2 of Schedule 8

Conversion Notice has the meaning given to it in paragraph 4.1 of Schedule 8

Conversion Period has the meaning ascribed to it in paragraph 5.3 of Schedule 8

Data Protection Legislation means any data protection legislation in any jurisdiction in which the Company or any member of its Group operates

Data Room means all correspondence, documents and other information made available by the Company for inspection by CDC and its advisers in the electronic data room hosted by "Google Drive" as appeared at 12 p.m. (London time) on 29 July 2016 and as is listed in the Data Room Index attached to the Disclosure Letter

Data Room Index means the index detailing the contents of the Data Room, in the Agreed Form

Declined Securities has the meaning given to it in clause 16.3

DEG means DEG – Deutsche Investitions- und Entwicklungsgesellschaft mbH

DEG Facilities means:

- (a) the USD25 million term facility provided by DEG under the terms of a loan agreement dated 23 June 2009 (as amended on 5 September 2014 and 17 September 2014); and
- (b) the USD10 million term facility provided by DEG under the terms of a loan agreement dated 28 December 2012 (as amended on 5 September 2014 and 17 September 2014)

Directors means the directors of the Company from time to time and **Director** means any one of them

Disclosed means fairly disclosed in the Disclosure Letter in such manner and in such detail as to enable CDC to make an accurate assessment of the matter concerned

Disclosure Documents means the documents contained in Schedule 2 to the Disclosure Letter

Disclosure Letter means the letter of the same date as this Agreement from the Company to CDC disclosing certain matters in relation to the Warranties, together with all documents attached to it or listed in any schedule to it

Dispute has the meaning given to it clause 24.1

Employment Claims means any claim made by any existing or former employee, director or consultant of a Group Company giving rise to circumstances requiring a Group Company to pay damages, remuneration, compensation, or suffer any penalty or be required to take corrective action or re-engage any person

Encumbrance means any interest or equity of any person (including the right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the above (other than by virtue of this Agreement)

Environment means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water)

Environmental Laws means any law, rule or regulation (including international treaty obligations) concerning the Environment and natural resource management applicable in each jurisdiction in which a Group Company carries on business

Equity Securities means shares and any other capital stock, equity interest or other ownership interest or profit participation or similar right with respect to the Company, including, any preferred share, note or debt security having or containing equity or profit participation features, or any option, warrant or other security or right which is directly or indirectly convertible into or exercisable or exchangeable for any of the foregoing

ESG means environmental, social and governance

ESG Action Plan means an environmental, social and governance action plan that forms part of the Post-Completion Action Plan defining actions, responsibilities, budgets, deliverables, compliance indicators and a timeframe for the measures required to remedy any known non-compliances with the ESG Requirements in the business activities of the Company, including the establishment of an appropriate ESG Management System, and to ensure that the Group complies with ESG Requirements, as may be amended with the approval of CDC from time to time

ESG Breach means a breach of any ESG Requirement

ESG Claim means any claim, proceeding or investigation by a person in respect of any ESG Laws

ESG Committee has the meaning given to it in clause 11.13

ESG Default means a Non-remedied ESG Breach or an Irremediable ESG Breach

ESG Laws means Environmental Laws, Social Laws or Business Integrity Laws and the terms of any permits, licences, consents, approvals or other authorisations held by a Group Company under Environmental Laws or Social Laws

ESG Management System means the management system, appropriate to the size and nature of the Group's business and satisfactory to CDC which is designed to:

- (a) ensure a systematic approach to compliance with ESG Requirements;
- (b) monitor progress against the ESG Action Plan;
- (c) provide a mechanism to assess environmental, social and governance risks and address those risks;
- (d) monitor and report on progress; and
- (e) the extent possible, to involve relevant stakeholders

ESG Requirements means the requirements set out in clause 13 and Schedule 6

Exchange Rate means the ZMK to USD mid-rate as published on the Bank of Zambia website on the date of payment of the Preference Share Dividend

Exclusion List means the list in Part B of Schedule 6

Exit means CDC and all CDC Related Parties ceasing to hold any share in the equity share capital of the Company

Fault means a failure by the Company to use its best endeavours to procure that a Completion Action takes place

Finance Documents means the Citibank Facilities, the DEG Facilities, the IFC Facilities, the Stanbic Facilities, the Standard Chartered Facilities and the Zanaco Facilities

Financial Malpractice means:

- (a) promising, offering or giving, or soliciting or accepting, directly or indirectly, anything of value, to induce any person to act improperly or improperly refrain from acting in connection with any business or public function (or to reward them for improperly acting or refraining from acting) and includes a breach of anti-corruption law in any jurisdiction applicable to any member of the CDC Group or a Group Company;
- (b) any act or omission, including any misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial benefit or to avoid an obligation; or
- (c) materially impeding an investigation by any member of the CDC Group, a governmental or regulatory agency or any third party into allegations of the matters referred to in paragraphs (a) or (b) of this definition, including deliberately destroying, falsifying, altering or concealing material evidence, making false statements, limiting access, or threatening, harassing or intimidating any person in order to stop them (i) disclosing their knowledge of matters relevant to such an investigation, or (ii) pursuing the investigation

Fully-Diluted Basis means the number of shares of the Company that would be in issue at the relevant time calculated as if all then issued and outstanding Share Equivalents had been exercised in full

Fundamental Warranties means Warranties 1, 2, 3 and 20

Further Enquiries means the questions and answers sheet relating to the Group in the Agreed Form provided to CDC as at 12:00pm (London time) on 29 July 2016

Ghanaian Concessionary Agreement means the concessionary agreement between Shoprite Ghana Limited and the Ghanaian Subsidiary dated 24 May 2013

Ghanaian Subsidiary means Master Meats (Ghana) Limited, company number CA 33,344 and whose registered office is at Warehouse A 29 Spintex Road, Accra

Global Forum has the meaning ascribed to it in paragraph 3.2(a) of Schedule 6

Governmental Authority means any governmental or regulatory body whether in Zambia, the United Kingdom or elsewhere

Group means together the Company and every other company which is for the time being a subsidiary (direct or indirect) of the Company, and includes Zamhatch Limited and Zam Chick Limited for purposes of this Agreement

Group Company means any company for the time being in the Group

holding company of a person means any company or entity of which such person is a subsidiary, and a company is to be treated as the holding company or a parent undertaking (as the case may be) of another company even if its shares in the other company are registered in the name of (i) a nominee, or (ii) any party holding security over those shares, or that secured party's nominee

IFC Performance Standards means the International Finance Corporation (IFC) 2012 Performance Standards on Social and Environmental Sustainability (including the technical reference documents known as World Bank Group Environmental, Health, and Safety (EHS) Guidelines) which may be downloaded from the IFC website:

- (a) IFC Performance Standards: <http://www.ifc.org/PerformanceStandards>; and
- (b) World Bank Group EHS Guidelines: <http://www.ifc.org/EHSGuidelines>

ILO Convention means a convention of the International Labour Organisation (ILO), the tripartite United Nations agency, whose conventions may be downloaded from the ILO website: <http://www.ilo.org/global/standards/lang--en/index.htm> and

Inspection Costs has the meaning given to it in clause 15.2

Intellectual Property Rights means all or any copyrights, patents, trade marks, trade names, brand names, service marks, design rights, database rights, rights in confidential information, know how and domain names and all other registered or unregistered intellectual property and any applications for any of the same

Irremediable ESG Breach has the meaning given to it in clause 13.16

IFC means International Finance Corporation

IFC Facilities means:

- (a) the USD30 million (drawn as USD20 million and ZMW46.6 million) term facility provided by IFC to the Company under the terms of a loan agreement dated 7 June 2012; and
- (b) the USD 3 million term facility provided by IFC to the Nigerian Subsidiary under the terms of a loan agreement dated 29 June 2010 (guaranteed by the Company under the terms of a guarantee dated November 2010)

IT Contracts has the meaning ascribed to it in paragraph 15.7 of Schedule 3

IT Systems means information and communications technology infrastructure (including, without limitation, hardware, software (in both object and source code), firmware, networks and connecting media) and all manuals or other documents relating thereto

Licences has the meaning given to it in paragraph 12.1 of Schedule 3

Liquidation Event has the meaning given to it in paragraph 3.1 of Schedule 8

Long Stop Date means 22 December 2016 or such other date as the parties may mutually agree in writing

Losses means all claims, liabilities, damages, losses (including any direct or indirect consequential losses), costs and expenses

LUSE means the Lusaka Stock Exchange

Management Certificate means the management certificate in the form set out in Schedule 7, to be delivered by the Company on behalf of each Manager to CDC on the date of this Agreement

Managers means:

- (a) Carl Irwin of Kyindu Ranch, Farm 452a/B Rem Ext, Leopards Hill road, Lusaka, Zambia; and
- (b) Francis Grogan of Huntley Farm, Farm Number 633, Chisamba, Zambia

Material Adverse Effect means any or all of the following:

- (a) having a cost to a Group Company to remedy, or involving a liability of a Group Company, in excess of US\$5,000,000;
- (b) having the effect of extinguishing or reducing by more than US\$2,500,000 the value of any asset of a Group Company, with a book value in excess of US\$5,000,000; and/or
- (c) having the effect of reducing the profits of the Group by at least 10 per cent for a period of at least 12 months

and for the purpose of determining whether a Termination Event has or may have a Material Adverse Effect, no account shall be taken of the existence or otherwise of any insurance against the whole or any part of the Loss or damage resulting from the Termination Event

Material Adverse Event means any change, development, fact, event or circumstance (each a **Change**) that has had or would reasonably be expected to have within 12 months of Completion, either alone or in combination with one or more other Changes, a Material Adverse Effect on the business, condition (financial, legal or business), reputation, prospects, assets or profits of the Company, except for any Change that does not have a Material Adverse Effect, which is attributable to:

- (a) changes in the political regime by means of an election in accordance with the Zambian economy, government, presidential or mayor changes in Zambia;
- (b) changes in the economic conditions generally affecting the industries in which the Group operates; and
- (c) any changes in the constitution of the Republic of Zambia

Material Contracts has the meaning given to it in paragraph 10.1 of Schedule 3

Mbala Property means all that piece of land designated as Mbala/LN 1002184/2 on the site plan relating thereto dated in April 2016

Mumbwa Property means all that piece of land in extent approximately 5 hectares designated as a small holding and endorsed by His Royal Highness Chief Moono for the Company as evidenced by the site plan endorsed by the Department of Agriculture office in Kabwe dated 1 December 2010

New Articles means the articles of association of the Company (as amended from time to time) (which at Completion will be those in Agreed Form and to be adopted by the Resolutions)

Nominated Account means the account to which the Subscription Price shall be paid on the Completion Date being:

Bank Name: Standard Chartered Bank Zambia plc
Branch Name: Lusaka Main Branch Account
Account Name: Zambeef Products
Account Number: 8700213053700
Swift Code: SCBLZMLX
Sort Code: 06-00-17

Notified Address has the meaning given to it in clause 22.3

Nigerian Concessionary Agreement means the concessionary agreement between Retail Supermarkets Ltd and the Nigerian Subsidiary dated 24 May 2013

Nigerian Subsidiary means Master Meats and Agro Production Company of Nigeria Limited, company number 638314 and whose registered office is at Ikenne Farm, Along Ayepe Road, Ikenne, Ogun State, Nigeria.

Non-remedied ESG Breach has the meaning given to it in clause 13.18

Observer has the meaning given to it in clause 11.3

Oil Distribution Agreement means the agreement dated 2 February 2015 and entered into between Zamanita Limited and Zambeef Retailing Limited in relation Zambeef pursuant to which Zambeef Retailing Limited agrees to purchase certain products from Zamanita Limited only

Offer has the meaning given to it in clause 16.1

Offer Notice has the meaning given to in clause 16.1

Offer Period has the meaning given to it in clause 16.1

Offer Price has the meaning given to it in paragraph 4.3 of Schedule 8

Offeror has the meaning given to it in paragraph 4.3 of Schedule 8

Ordinary Shareholders means holders of Ordinary Shares from time to time

Ordinary Shares means ordinary shares in the capital of the Company with a nominal value of ZMK 1.00 each and having the rights set out in the New Articles

Permitted Method has the meaning given to it in clause 22.2

Policies has the meaning given to it in paragraph 16.1 of Schedule 3

Post-Completion Action Plan means the post completion action plan of the Group (including the ESG Action Plan) in the Agreed Form which shall include:

- (a) a summary of the key points for the Group Companies arising out of the Transaction Documents and of the key recommendations arising from CDC's due diligence together with an action plan to implement each such action point and recommendation;
- (b) target dates for the implementation of each such action point and recommendation; and
- (c) a budget of costs for each such point and recommendation

Pre-Agreed Meeting has the meaning ascribed to it in clause 11.6

Preference Share Dividend has the meaning given to it in paragraph 1.1 of Schedule 8

Preference Shareholders means holders of Preference Shares from time to time

Preference Shares means convertible redeemable preference shares in the capital of the Company with a nominal value of ZMK 1.00 each and having the rights set out in Schedule 8

Proceedings has the meaning given to it in clause 24.6

Properties has the meaning given to it in paragraph 9.1 of Schedule 3

RCL Completion Agreement means the agreement dated 27 July 2016 between the Company and Rainbow Farms Investment Proprietary Limited in relation to the settlement price of the Zam Chick Put Option

RCL Settlement Agreement means the interim settlement agreement dated 27 July 2016 between the Company and Rainbow Farms Investment Proprietary Limited in relation to the settlement price of the Zamhatch Put Option

Redemption has the meaning given to it in paragraph 5.1 of Schedule 8

Redemption Date means the date on which the Preference Shares are redeemed, being the date on which the notice period given in accordance with paragraph 5.1 of Schedule 8 expires, or such other date as may be agreed in writing by the Company and the holders of Preference Shares

Redemption Notice has the meaning given to it in paragraph 5.1 of Schedule 8

Redemption Price means the Subscription Price plus a return of 12 per cent per annum (compounding annually), subject to a minimum price equal to the sum of USD 0.77 less the aggregate of all Preference Share Dividends paid with respect to each Preference Share. Where the Preference Share Dividends are paid in a currency other than US Dollars then for the purpose of determining the Redemption Price the amount of the Preference Share Dividend shall be converted into USD using the Exchange Rate

Regulations has the meaning ascribed to it in paragraph 17.8 of Schedule 3

Relationship Agreement means the relationship agreement dated on or around the Completion Date and entered into between the Company and CDC

Related Party means in relation to the Company or a Group Company, any of the following persons:

- (a) a person who is (or was within the 12 months before the date of the relevant transaction or arrangement) entitled to exercise, or control the exercise of, 10 per cent. or more of

the votes capable of being cast at general meetings of the Company or any member of the Group; or

- (b) a person who is (or was within the 12 months before the date of the relevant transaction or arrangement) a director of the Company or of any other company which is (and, if he has ceased to be such, was while he was a director of such other company) a member of the Group; or
- (c) a person exercising Significant Influence over the Company; or
- (d) an Associate of any person referred to in (a), (b) and (c) above

Related Party Transaction means:

- (a) a transaction between any member of the Group and a Related Party;
- (b) an arrangement where any member of the Group and a Related Party each invests in, or provides finance to, another undertaking; or
- (c) any other similar transaction or arrangement between a member of the Group and any other person, the purpose and effect of which is to benefit a Related Party

Relevant Claim means a claim by CDC for breach by the Company of any of the Warranties

Relief means any loss, relief, allowance, credit, exemption or set-off in respect of Taxation, any deduction in computing income, profits or gains for the purposes of Taxation, or any right to the repayment of Tax

Reorganisation has the meaning ascribed to it in paragraph 4.10 of 8Schedule 8

Reserved Matters has the meaning given to it in clause 12.2

Resolutions means:

- (a) resolutions of the Board in the Agreed Form: (i) to the extent applicable, approving the Company's entry into the Transaction Documents; (ii) approving the adoption of the Post-Completion Action Plan, the Board Plan and the ABC Policy with effect from Completion; (iii) recommending to the Shareholders (x) the allotment and issuance of the Subscription Shares to CDC and (y) that they waive any of their pre-emption rights in connection with the allotment and issuance of the Subscription Shares to CDC and (z) that the New Articles be adopted; and (iv) on receipt of relevant approvals from the Shareholders allotting and issuing the Subscription Shares to CDC; and
- (b) resolutions of the Shareholders in the Agreed Form (i) increasing the Company's authorised share capital from 400,000,000 to 700,000,000; (ii) approving the allotment and issuance of the Subscription Shares to CDC; (iii) waiving any of their pre-emption rights in connection with the allotment and issuance of the Subscription Shares to CDC; and (iv) approving the New Articles

Rules has the meaning given to it in clause 24.1

Sanctioning Body means any one or combination of the following entities: the Office of Foreign Assets Control of the Department of Treasury of the United States of America, the United Nations Security Council, the European Union and/or Her Majesty's Treasury of the United Kingdom

Sanctions List has the meaning given to it in paragraph 8.1 of Schedule 6

SEC means the Securities and Exchange Commission of the Republic of Zambia

Serious Incident has the meaning given to it in clause 13.10

Share Equivalents means preferred shares, bonds, loans, warrants, options or other similar instruments or securities which are convertible into or exercisable or exchangeable for, or which carry a right to subscribe for or purchase, shares of the Company or any instrument or certificate representing a beneficial ownership interest in shares of the Company, including global depository receipts or American depository receipts

Shareholders means the shareholders of the Company from time to time

Shares means shares in the capital of the Company (of whatever class)

Shoprite Agreements means the Ghanaian Concessionary Agreement, the Nigerian Concessionary Agreement and the Zambian Concessionary Agreement

Significant Influence means, in relation to a company:

- (a) holding, directly or indirectly, more than 25 per cent of the shares of such company;
- (b) holding, directly or indirectly, more than 25 per cent of the voting rights of such company;
- (c) holding, directly or indirectly, the right to appoint or remove directors holding a majority of the votes that can be cast at a meeting of the board of directors of such company; or
- (d) having the right to exercise or actually exercising any of the above over the activities of a trust or firm which is not a legal entity and which meets any of the above conditions.

Social Law means any law, rule or regulation (including international treaty obligations) concerning (i) labour, (ii) social security, (iii) the regulation of industrial relations (between government, employers and employees), (iv) the protection of occupational as well as public health and safety, (v) the regulation of public participation, (vi) the protection and regulation of ownership of land rights (both formal and traditional), immovable goods and intellectual and cultural property rights, (vii) the protection and empowerment of indigenous peoples and ethnic groups, (viii) the protection of cultural heritage, and (ix) all other laws, rules and regulations providing for the protection of employees and citizens, including the payment of wages which meet or exceed industry or legal national minima, in each case as applicable in each jurisdiction in which a Group Company carries on business

Soybean Offtake Agreement means the agreement dated 2 February 2015 and entered into between Zamanita Limited, Cargill Zambia (2009) Limited and the Company in relation to the sale of soybeans by the Company to Zamanita Limited and the grant of a right of first refusal granted to Cargill Zambia (2009) Limited

Stanbic means Stanbic Bank Zambia Ltd

Stanbic Facilities means:

- (a) the overdraft and term (asset finance) facilities provided to the Company by Stanbic under the terms of a facilities letter dated 16 December 2015 (as amended on 14 March 2016); and
- (b) the overdraft facilities provided to Zamhatch Limited by Stanbic under the terms of a facilities letter dated 3 July 2015 (as amended on 28 October 2015)

Standard Chartered means Standard Chartered Bank Zambia plc

Standard Chartered Facilities means the overdraft and term loan facilities provided to the Company by Standard Chartered under the terms of a facilities letter dated 3 June 2016 (expressed to restate the provisions of a facility letter dated 10 November 2015)

Subscription Price means:

- (a) in the case of the Ordinary Shares, USD 0.180 per Ordinary Share; and
- (b) in the case of the Preference Shares, USD 0.555 per Preference Share

Subscription Shares means 52,601,435 Ordinary Shares (representing 17.5 per cent of the issued share capital of the Company following Completion) and 100,057,658 Preference Shares

subsidiary of a person means any company or undertaking directly or indirectly Controlled by such person and a company is to be treated as a subsidiary or a subsidiary undertaking as the case may be even if its shares are registered in the name of (i) a nominee, or (ii) any party holding security over those shares, or that secured party's nominee

Supplemental Disclosure Letter means the letter delivered at Completion from the Company to CDC disclosing certain matters in relation to the Warranties given immediately prior to Completion, together with (to the extent not already included in the Data Room or the Disclosure Documents) copies of those documents which are specifically referred to in the Supplemental Disclosure Letter by reference to the disclosures made therein

Surviving Provisions means clauses 1 (*Definitions and Interpretation*), 3 (*Conditions*) 5.3 (*Completion: Effect of termination*), 17 (*Confidentiality and Announcements*), 19 (*Costs, fees and Expenses*), 19.2 (*Termination*), 21 (*General*), 22 (*Notices*), 23 (*Governing Law*), 24 (*Jurisdiction*) and 25 (*Address for Service*)

Takeover Offer has the meaning ascribed to it in paragraph 4.3 of Schedule 8

Tax and Taxation means any form of taxation, levy, duty, charge, contribution, statutory social security contribution, withholding or impost of whatever nature (including any related fine, penalty, surcharge or interest) including VAT imposed, collected or assessed by, or payable to, a Tax Authority

Tax Authority means any government, state or municipality or any local, state, federal or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function

Tax Indemnity Claim means a demand by CDC under or in respect of the indemnity set out in clause 10.1

Tax Liability means:

- (a) any liability to make or suffer an actual payment of Tax (including Tax for which that person is not primarily liable), in which case the amount of the Tax Liability shall be the amount of the payment; or
- (b) the utilisation or set-off of any Relief available to any Group Company against any liability to make or suffer an actual payment of Tax or against any income, profits or gains earned, accrued or received where, but for such utilisation or setting off, CDC would have been entitled to make a claim under clause 10.1 in the absence of this paragraph (b) (in which case the amount of the Tax Liability shall be equal to the amount of Tax which would have been payable in the absence of that Relief)

Tax Warranties means Warranty 11

Termination Event has the meaning given to it in clause 4.1

Third Party Acquisition has the meaning given to it in paragraph 4.3 of Schedule 8

Trading Notice has the meaning ascribed to it in clause 3.10

Transaction Documents means this Agreement, the New Articles, the Relationship Agreement, the Disclosure Letter and any agreement, document or deed referred to in this Agreement or in the agreements, documents or deeds referred to in them, to which any member of the Group is, or will be a party

Unaffected Party has the meaning given to it in clause 5.2

Unconditional Approval means SEC, the LUSE or any other party concerned has not (1) stated that the approval in question is conditional on an event or an action by any person or (2) independently requested that any Party or other person take action in connection with the transactions contemplated by this Agreement

undertaking means:

- (a) a body corporate or partnership; or
- (b) an unincorporated association carrying on a trade or business, with or without a view to profit

USD means United States Dollar, the lawful currency of the United States of America

VAT means value added tax

Warranties means the warranties contained in Schedule 3 and each and any of them

Water Act has the meaning ascribed to it in paragraph 12.1 of Schedule 3

Zam Chick Agreement means the shareholders' agreement entered into between the Company, Rainbow Chickens Limited and Zam Chick Limited on 2 February 2013

Zam Chick Lease means the 50 year sub-lease over farm 633 Chisamba commencing on 1 January 2013 from the Company to Zam Chick Limited

Zam Chick Put Option means the option of Rainbow Chickens Limited to sell the whole of its shareholding and all of its claims whether on loan account or otherwise in Zam Chick Limited to the Company in accordance with the terms of the Zam Chick Agreement

Zamanita Agreement means the agreement dated 2 February 2015 and entered into between the Company, Zambeef Retailing Limited, Zamanita Limited and Cargill Holdings BV in relation to the Company's disposal of Zamanita Limited to Cargill Holdings BV

Zambeef Group Debt Summary means the debt summary appended at Schedule 10

Zambian Concessionary Agreement means the concessionary agreement between Africa Supermarkets Limited and the Company dated 15 August 2015

Zamhatch Agreement means the shareholders' agreement entered into between the Company, Rainbow Farms Investment Proprietary Limited and Zamhatch Limited on 29 May 2013.

Zamhatch Leases means the 50 year sub-leases over farm 4450, 4451 and 5388 Mpongwe commencing on 1 April 2015 from the Company to Zamhatch Limited

Zamhatch Put Option means option of Rainbow Farms Investment Proprietary Limited to sell the whole of its shareholding and all of its claims whether on loan account or otherwise in Zamhatch Limited to the Company in accordance with the terms of the Zamhatch Agreement

Zanaco means Zambia National Commercial Bank plc

Zanaco Facilities means the overdraft and term loan facilities provided to the Company by Zanaco under the terms of a facilities letter dated 24 August 2015 as amended on 17 December 2015

ZMK means Zambian Kwacha, the lawful currency of the Republic of Zambia

1.2 In this Agreement:

- (a) headings are used for convenience only and shall not affect its construction or interpretation;
- (b) references to schedules, clauses and annexures are to schedules, clauses and annexures to this Agreement and, unless otherwise specified, references to paragraphs are to paragraphs of the clause or schedule in which such reference appears;
- (c) references to this Agreement or any other document are to this agreement or that document as amended from time to time;
- (d) reference to a person includes any legal or natural person, partnership, trust, company, government or local authority department or other body (whether corporate or unincorporated);
- (e) unless the context does not so admit, reference to an individual or individuals shall include his or their respective personal representatives;
- (f) unless the context does not so admit, reference to the singular includes a reference to the plural and vice versa and reference to one gender includes a reference to all or any genders;
- (g) the words "other", "includes", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them will not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible;
- (h) references to any English legal term are, for any jurisdiction other than England and Wales, deemed to include a reference to the term which most nearly approximated to the English legal term in that jurisdiction;
- (i) reference to any statutory provision includes a reference to that provision as amended, extended or re-enacted and to any statutory replacement thereof (either before or after the date of this Agreement) from time to time;
- (j) expressions defined in ILO Conventions or IFC Performance Standards have the same meaning in this Agreement; and
- (k) references to governmental, supranational, or international bodies or their procedures, protocols or conventions (including IFC Performance Standards and ILO Conventions) or to treaties or to other rules, regulations issued by or deriving from them shall include those bodies, procedures, protocols, conventions, standards, treaties, rules, or regulations as they may be renamed, reorganised, replaced, amended, or superseded from time to time.

2 Subscription

- 2.1 Subject to the terms and conditions of this Agreement, CDC agrees to subscribe for the Subscription Shares at the Subscription Price and the Company agrees to issue and allot to CDC the Subscription Shares, in each case, with effect from Completion.
- 2.2 The provisions of Schedule 8 shall apply to the Preference Shares.

3 Conditions

- 3.1 Completion shall be conditional on the following conditions (together the **Conditions** and each a **Condition**) having been fulfilled to the satisfaction of CDC (acting reasonably) or waived in accordance with clause 3.6:
- (a) the Resolutions being passed by the Board and the Shareholders (as applicable);
 - (b) the COMESA Competition Commission having approved the transactions contemplated in this Agreement (or being deemed to have done so) in accordance with the COMESA Competition Regulations (either unconditionally or with undertakings or conditions reasonably acceptable to the Party to whom the relevant condition or undertaking applies);
 - (c) receipt by the Company (with copies being provided to CDC) on behalf of the Company and, if relevant, any borrower from the relevant Bank which is a subsidiary of the Company (including Zamleather Limited, Zamhatch Limited and the Nigerian Subsidiary) of the consent of each Bank in the Agreed Form under each Finance Document approving the transaction contemplated in this Agreement (**Bank Consents**);
 - (d) a statement from the Company dated on the Completion Date representing the following to CDC:
 - (i) that the Company, Zamleather Limited and Zamhatch Limited each have access to overdraft and other on-demand facilities under the Finance Documents in a total aggregate amounts which are not less than those which in the Zambeef Group Debt Summary and that it has had no indication from any Bank that any such facility would be withdrawn in the foreseeable future; and;
 - (ii) which Banks were providing the overdraft facilities referred to in (i) above, indicating the limits available from each Bank, the applicable interest rate, the date when the facilities fall for review or renewal; and
 - (e) the following authorisations, notifications, registrations, approvals and/or consents having been delivered to CDC in writing:
 - (i) the Unconditional Approval (or if conditional such conditions being reasonably acceptable to both Parties) from the SEC and the LUSE to the issue of the Subscription Shares to CDC in accordance with the terms of this Agreement;
 - (ii) the registration of the Ordinary Shares by SEC and the LUSE; and
 - (iii) the Post-Completion Action Plan, the Board Plan, the ABC Plan and the Relationship Agreement being in the Agreed Form.
- 3.2 If any of the Conditions shall not have been satisfied (or waived in writing by CDC) prior to midnight on the Long Stop Date then at such time, unless the Parties otherwise agree in writing, this Agreement shall lapse and cease to have effect and no Party shall have any claim against any other Party hereto except that:
- (a) the Surviving Provisions will each continue to apply; and
 - (b) the lapse will be without prejudice to the rights, obligations and liabilities of any Party which shall have accrued prior to such lapse.
- 3.3 The Company shall at its own cost use its best endeavours to procure and ensure due fulfilment of the Conditions set out in clauses 3.1(a), 3.1(c), 3.1(d), 3.1(e)(i) and 3.1(e)(ii) as soon as reasonably practicable after the date of this Agreement and in any event prior to the Long Stop Date.

- 3.4 The Parties shall, at their own respective costs, use their best endeavours to procure and ensure the due fulfilment of the Condition set out in clauses 3.1(b) and 3.1(e)(iii) as soon as reasonably practicable after the date of this Agreement and in any event prior to the Long Stop Date.
- 3.5 The Parties shall co-operate to obtain all consents and approvals from the COMESA Competition Commission as soon as reasonably practicable after the date of this Agreement.
- 3.6 CDC may in its absolute discretion waive (in whole or in part) any or all of the Conditions that are capable of being waived without affecting its rights and remedies in respect of the non-fulfilment of any Conditions.
- 3.7 The Company shall in connection with obtaining the approvals required for satisfaction of the Conditions:
- (a) respond to any request for information from any Governmental Authority and any related request for information from CDC promptly and in any event in accordance with any relevant time limit;
 - (b) promptly notify CDC of any material communication (whether written or oral) from any Governmental Authority and provide copies (or, in the case of non-written communications, a written summary) to CDC;
 - (c) give CDC reasonable notice of all meetings and (to the extent not covered by any privilege or confidentiality obligation) other communications with any Governmental Authority and give CDC reasonable opportunity to participate (save to the extent that such Governmental Authority expressly requests that CDC should not participate in such meeting or any part of it or other communication or any part of it); and
 - (d) to the extent not covered by any privilege or confidentiality obligation, provide CDC with drafts of all written communication intended to be sent to any Governmental Authority, give CDC a reasonable opportunity to comment on the drafts, not send such communications without the prior written approval of CDC (such approval not to be unreasonably withheld or delayed) and provide CDC with final copies of all such communications.
- 3.8 Each Party undertakes to notify the other Parties in writing:
- (a) of anything which will or may prevent any of the Conditions (as applicable) from being fulfilled on or before the Long Stop Date immediately when it comes to its attention; and
 - (b) as soon as possible on becoming aware that any of the Conditions has been fulfilled and in any event within two Business Days of such fulfilment.
- 3.9 On the date of this Agreement, the Company shall deliver to CDC:
- (a) a duly executed Disclosure Letter;
 - (b) duly passed resolutions of the Board approving the Company's entry into this Agreement and approving the transactions contemplated herein.
 - (c) duly executed Management Certificates by the Managers; and
 - (d) a legal opinion in a form reasonably acceptable to CDC in respect of the due incorporation and good standing of the Company, the validity and enforceability of the Company's obligations under the terms of the Agreement and there being no petition for the liquidation or bankruptcy of the Company.

- 3.10 Within five Business Days prior to the Completion Date, CDC shall notify the Company of whether it wishes to have its Ordinary Shares held by a custodian for trading on AIM or a custodian for trading on the LUSE (**Trading Notice**).
- 3.11 Promptly after the execution of this Agreement, the Company shall publish an announcement giving particulars of this Agreement in accordance with the rules of LUSE and AIM and, as soon as reasonably practicable after the date of this Agreement and in any event no later than 28 days after the date of this Agreement, the Company shall publish the Circular and post such Circular to each of the Shareholders.
- 3.12 Within 10 Business Days after the date of this Agreement, each Party shall, for the purposes of identification, initial a CD-Rom copy in the Agreed Form of the contents of the Data Room and deliver it to the other Party.

4 Termination

- 4.1 If any time prior to Completion, a Termination Event occurs, CDC may, by written notice to the Company, elect not to complete its subscription for Ordinary Share or Preference Shares in the Company and terminate this Agreement with immediate effect. For the purposes of this clause 4.1, a **Termination Event** shall mean:
- (a) any event, matter or circumstance which constitutes a breach of this Agreement by the Company, including a breach of any of the Warranties or clause 14 of this Agreement, which has had or is reasonably likely to have a Material Adverse Effect; or
 - (b) any event, matter or circumstance which would give rise to a breach of any of the Warranties if they were repeated each day from and including the date of this Agreement to and including the Completion Date which has had or is reasonably likely to have a Material Adverse Effect (including any event, matter or circumstance Disclosed in the Supplemental Disclosure Letter which has had or is reasonably likely to have a Material Adverse Effect);
 - (c) Financial Malpractice by a Group Company where the Financial Malpractice or any payment in connection with the Financial Malpractice was authorised by one or more directors of a Group Company;
 - (d) a material breach of Environmental Law or Social Law which results in death or permanent physical injury to natural persons or adverse environmental and/or social impacts that are diverse, irreversible or unprecedented; or
 - (e) a Material Adverse Event;
- 4.2 If CDC elects to terminate this Agreement pursuant to clause 4.1:
- (a) except for the Surviving Provisions, all of the provisions of this Agreement shall lapse and cease to have effect; and
 - (b) neither the lapsing of those provisions nor their ceasing to have effect shall affect any accrued rights or liabilities of any party in respect of damages for non-performance of any obligation under this Agreement falling due for performance prior to such lapse and cessation.

5 Completion

- 5.1 Completion shall take place at the registered office of the Company on the Completion Date when the Parties shall procure that the actions listed in Schedule 2 required to be respectively undertaken by them (**Completion Actions**) take place (to the extent that they have not taken place prior to Completion).

- 5.2 If any Party fails or is unable to comply with any of the Completion Actions for which such Party is responsible by midnight on the Completion Date (**Affected Party**), , the other Party (**Unaffected Party**) may:
- (a) defer Completion (by notice to the Affected Party) to a date (being a Business Day) not less than 10 Business Days nor more than 20 Business Days after the Completion Date, provided that such date shall not be later than the Long Stop Date (in which case the provisions of clauses 5.1 and 5.2 shall apply mutatis mutandis to Completion as so deferred); or
 - (b) proceed to Completion so far as practicable but without prejudice to the rights of the Parties (other than the Affected Party) where the Affected Party has not complied with its obligations under clause 5.1; or
 - (c) terminate this Agreement on such date by written notice to the Affected Party.
- 5.3 If this Agreement is terminated in accordance with clause 5.2(c) by the Unaffected Party, then all rights and obligations of the Parties shall end (except for the rights and obligations under the Surviving Provisions which shall remain in full force and effect), provided that nothing in this clause 5.3 shall limit any rights or obligations of any Party under this Agreement which have accrued before termination and, without prejudice to the foregoing, any claim by the Affected Party arising by virtue of such termination shall be preserved and may be pursued.

6 Use of Proceeds

- 6.1 The Subscription Price will be applied by the Company towards the following purposes:
- (a) to cash finance the Company's obligation to acquire Rainbow Farms Investments Proprietary Limited's shares in, and all claims whether on loan account or otherwise against in Zamhatch Limited pursuant to the Zamhatch Put Option up to an amount equal to USD 11 million;
 - (b) to cash finance the Company's obligation to acquire Rainbow Chickens Limited's shares in, and all claims whether on loan account or otherwise against Zam Chick Limited pursuant to the Zam Chick Put Option up to an amount equal to USD 15 million;
 - (c) refinancing some of the outstanding debt of the of the Group; and
 - (d) to finance all costs and expenses (plus any VAT or overseas equivalent) incurred by the Parties (and their professional advisers) in connection with (as applicable) its due diligence and the negotiation, preparation, execution and performance of the Transaction Documents (including the costs and filings with any Governmental Authorities).

7 Post-Completion

- 7.1 At Completion, the Company shall adopt the Post-Completion Action Plan and thereafter the Company shall implement the Post-Completion Action Plan in accordance with its terms.
- 7.2 In support of the implementation of the Post-Completion Action Plan, the Company shall:
- (a) conduct a review of each Group Company to assess the progress of each Group Company towards achieving the recommendations contained in the Post-Completion Action Plan (including the target dates and milestones):
 - (i) with respect to environmental and social matters, every three months following Completion with the first review to take place 3 months after the Completion Date, in consultation with the consultant appointed pursuant to clause 7.7; and with respect to any other matters set out in the Post-Completion Action Plan, every six

months following Completion with the first review to take place 6 months after the Completion Date,

- (ii) in consultation (if appropriate) with the Group's legal and other professional advisers whose fees shall be agreed with the Company in advance; and
 - (b) present the findings of those reviews to the Board at the first Pre-Agreed Meeting after each anniversary of the Completion Date (**Board Review Date**) in such format as any of the CDC Directors shall reasonably require together with a written summary of such findings in a form reasonably acceptable to any of the CDC Directors.
- 7.3 Unless all actions in the Post-Completion Action Plan shall have been accomplished to the reasonable satisfaction of CDC or waived by CDC prior to the Board Review Date, the Company shall every 6 months thereafter comply with the obligations of clauses 7.1 and 7.2 in respect of each (if any) such action not so completed or waived.
- 7.4 If, on any Board Review Date, there are matters in the ESG Action Plan which have not been completed by the dates prescribed for them in the ESG Action Plan as determined by CDC (acting reasonably) (**Pending ESG Items**), the Company shall pay such amount as is determined by CDC (acting reasonably) (**ESG Amount**) to implement the Pending ESG Items prior to the next Board Review Date (**Next Board Review Date**), into an escrow account (**Escrow Account**). The Escrow Account shall be operated by an escrow agent reasonably satisfactory to CDC and on terms reasonably satisfactory to CDC. No amount shall be released out of the Escrow Account without the prior written consent of CDC and the costs of maintaining the escrow account shall be borne by the Company. Subject to clause 7.5, to the extent that following payment of the ESG Amount into the Escrow Account and provided that that the ESG Amount has been paid into the Escrow Account, the Company has distributable reserves, the Company shall be entitled to declare or pay dividends to its Shareholders.
- 7.5 If, on the Next Board Review Date, the Pending ESG Items (or any other matters in the ESG Action Plan to be implemented between the last Board Review Date and the current Next Board Review Date (**Additional Pending ESG Items**)) have not been completed by the dates prescribed for them in the ESG Action Plan or by CDC, then the Company shall not declare or pay dividends until the Pending ESG Items and the Additional Pending ESG Items have been implemented in a form reasonably satisfactory to CDC.
- 7.6 Within 30 Business Days after the Completion Date, the Company shall deliver to CDC:
 - (a) a copy of the Company's registered animal identification mark, if required and to the extent possible; and
 - (b) evidence in a form reasonably satisfactory to CDC confirming that the entire issued share capital of each of Zam Chick Limited and Zamhatch Limited is legally held by the Company and that they are wholly owned subsidiaries of the Company.
- 7.7 As soon as reasonably practicable after Completion, the Company shall appoint an independent consultant to monitor the Group's performance in relation to environmental, social and governance matters including those set out in the ESG Action Plan, provided that (i) the identity and the terms of appointment of such independent consultant shall be determined by CDC in writing; and (ii) the cost of the appointment of such consultant shall not exceed USD 60,000 per annum.

8 Warranties

- 8.1 The Company represents and warrants to CDC that each of the Warranties is true, accurate and not misleading as at the date of this Agreement and immediately prior to Completion by reference to the facts and circumstances as at Completion (for which purpose only, any express or implied reference in a Warranty to "the date of this Agreement" shall be deemed to refer to the Completion Date).

- 8.2 Each of the Warranties is qualified by those matters Disclosed in the Disclosure Letter. Each of the Warranties as repeated immediately prior to Completion is qualified by those matters Disclosed in the Disclosure Letter and the Supplemental Disclosure Letter.
- 8.3 Subject to the provisions of clause 8.4, the Company shall deliver to CDC immediately prior to Completion the Supplemental Disclosure Letter (and a draft thereof shall be delivered to CDC 10 Business Days prior to Completion).
- 8.4 In relation to the Supplemental Disclosure Letter:
- (a) the facts, matters and circumstances contained therein shall be without prejudice to the Company's obligation to comply with the provisions of Schedule 5;
 - (b) no qualification or limitation shall be possible or effective in relation to the Warranties given at the date of this Agreement;
 - (c) the only disclosure that can be made is in respect of a fact, matter or circumstance that:
 - (i) takes place or arises after the execution of this Agreement; and
 - (ii) the Company could not reasonably have been aware of prior to the execution of this Agreement.
- 8.5 The Company shall not be entitled to make any disclosure in respect of the Fundamental Warranties in the Disclosure Letter or the Supplemental Disclosure Letter.
- 8.6 The Company acknowledges that CDC is entering into this Agreement in reliance on each Warranty. Each Warranty shall be construed as a separate and independent warranty and unless expressly provided in this Agreement, shall not be limited by reference to any other paragraph in Schedule 3 or by any other provisions of this Agreement, and CDC shall have a separate claim and right of action in respect of every breach of Warranty.
- 8.7 In each Warranty, where any statement is qualified as being made "so far as the Company is aware" or any similar expression, such statement shall be deemed to refer to the actual knowledge of Carl Irwin, Francis Grogan, Yusuf Koya or Craig Harris, having made reasonable enquiries into the matter in question (including enquiry of the executive directors, company secretary, general managers, financial controller, taxation manager and personnel manager of each Group Company) and Carl Irwin and Francis Grogan shall make such enquiries, and the Company shall use all reasonable endeavours to ensure that all information given, referred to or reflected in that statement is true, accurate and not misleading.
- 8.8 In the period between the date of this Agreement and Completion, the Company undertakes to notify CDC in writing as soon as reasonably practicable with reasonable details of anything which is or may reasonably be expected to cause a breach of, or be inconsistent with, any of the Warranties.
- 8.9 The Warranties shall not in any respect be extinguished or affected by Completion.
- 8.10 The Company undertakes that it will not without the consent of a CDC Director enter into any indemnity, counter indemnity, insurance or other agreements or arrangements with any person in connection with this Agreement or any of the other Transaction Documents.

9 Limitations on liability

- 9.1 Notwithstanding anything contained in clause 8, the maximum aggregate liability of the Company in respect of all Relevant Claims (other than the Fundamental Warranties) shall not exceed the aggregate Subscription Price, provided that nothing in this clause 9 shall restrict or limit the liability of the Company under the Warranties which arises as a result of any fraud, wilful or deliberate misrepresentation or wilful concealment.

- 9.2 The Company shall not be liable for a Relevant Claim (other than the Fundamental Warranties), unless the value of such Relevant Claim exceeds USD 65,000.
- 9.3 The Company shall not be liable in respect of any Relevant Claim (other than in respect of the Fundamental Warranties) unless the aggregate amount of all Relevant Claims exceeds in aggregate USD 1,200,000, in which case the Company shall be liable for the whole amount claimed and not only the excess.
- 9.4 CDC shall not be entitled to make a Relevant Claim if and to the extent that the facts, matters, events or circumstances giving rise to the Relevant Claim are within the actual knowledge of CDC as at the date on which the relevant Warranty was given.
- 9.5 The Company shall have no liability in respect of a Relevant Claim if and to the extent that such Relevant Claim (at the time such claim is notified to the Company) is contingent or unquantifiable until such Relevant Claim ceases to be contingent or unquantifiable.
- 9.6 The Company shall not be liable in respect of a Relevant Claim (other than the Fundamental Warranties) unless CDC provides notice to the Company of that Relevant Claim:
- (a) in the case of the Commercial Warranties, by no later than 31 March 2018; and
 - (b) in the case of the Tax Warranties, by no later than the date falling six years after the Completion Date.
- 9.7 The Company shall not be liable in respect of a Relevant Claim (other than in respect of the Fundamental Warranties) if and to the extent that any allowance, provision or reserve has been made in the Accounts in respect of the matter or circumstances giving rise to the Relevant Claim.
- 9.8 If CDC recovered or is otherwise reimbursed by a third party in respect of any matter or circumstances giving rise to a Relevant Claim, then the liability of the Company in respect of the Relevant Claim shall be reduced by the amount (if any) actually recovered by CDC from the relevant third party.
- 9.9 The Company shall not be liable in respect of a Relevant Claim to the extent that the matter giving rise to such Relevant Claim occurs as a result of a change in law, legislation, rule or regulation (including the introduction of any new law, legislation, rule or regulation) that comes into force or otherwise takes effect after the date of this Agreement.

10 Indemnities

- 10.1 Subject to clause 10.2, the Company shall pay to CDC, promptly upon demand, an amount equal to the CDC Exposure to a Tax Liability of any Group Company, the liability for which arises in respect of, by reference to or in consequence of, any events, acts, omissions or transactions occurring (or deemed for the relevant Taxation purposes to occur) or entered into on, or before, the Completion Date or which results from, is in respect of, or is calculated by reference to, any income, profits or gains earned, received or accrued, or deemed to have been earned, received or accrued, on or before the Completion Date.
- 10.2 The Company shall not be liable for a Tax Indemnity Claim unless the value in aggregate of all Tax Indemnity Claims exceeds USD 250,000, in which case the Company shall be liable for the excess over that amount up to an amount not exceeding USD 2,000,000.
- 10.3 The Company covenants to pay CDC on demand an amount equal to:
- (a) all reasonable costs and expenses suffered or incurred by CDC; and
 - (b) the CDC Exposure to reasonable costs and expenses suffered or incurred by the relevant Group Company,

in each case in connection with:

- (i) any action taken to avoid, resist or settle any Tax Liability referred to in this clause 10; or
- (ii) otherwise taking or defending any successful action under this clause 10.

10.4 The Company covenants to pay CDC an amount equal to the CDC Exposure to all and any fine, action, award, claim or other legal recourse, complaint, Losses or proceedings (including professional fees and costs incurred in making or defending such claims) in respect of which may be suffered or incurred by any Group Company and which arises directly or indirectly in connection with:

- (a) the Nigerian Subsidiary's failure to register for personal income tax in the Federal Capital Territory of Abuja and the states of Ondo, Kano, Oyo, Imo and Anambra;
- (b) the failure of the Nigerian Subsidiary to comply with any registration requirements prescribed by the National Agency for Food and Drug Administration and Control;
- (c) any liability of a Group Company to indemnify Cargill Holdings BV pursuant to clause 16 of the Zamanita Agreement;
- (d) the failure of the Company to obtain title deeds in respect of the Mbala Property and the Mumbwa Property; and
- (e) the failure by the Company to enter into and register easement deeds (within the meaning ascribed under the Water Resources Management Act No 21 of 2011) for easements used in respect of the access to, and the conveyance of, water in relation to Water Permits held by the Company in relation to the Mpongwe (Nampamba), Sinazongwe and Chiawa farms,

provided that the Company shall not be liable in respect of a claim pursuant to clauses 10.4(d) or 10.4(e), unless CDC provides notice to the Company of such claim on a date which is not later than two years after the date of this Agreement.

10.5 The Company agrees to keep CDC informed of all information in relation to any claim, action, complaint, proceeding or other legal recourse (**Action**) in relation to any Group Company in respect of which it is indemnifying CDC pursuant to this clause 9 and to provide regular updates to CDC on the status of such Action and any steps it is proposing to take in relation to such Action. The Company shall provide CDC with five (5) Business Days' notice of any representation to be made in respect of any Group Company in connection with any such Action (**Company Representation**) and must receive CDC's prior written consent before making any Company Representation to any person.

10.6 It is agreed that all sums payable by the Company under this clause 10 shall be paid free and clear of any rights of counterclaim or set-off and without any deduction or withholding on account of Tax required by applicable law and in which event the Company shall pay such additional amount as shall be required to ensure that the net amount received by CDC will be equal to the full amount which CDC would have received if no such deduction or withholding had been required to be made.

10.7 Where a payment has been increased pursuant to clause 10.6, and CDC is entitled to a credit, Relief or refund for or on account of the tax deducted or withheld paid in addition or otherwise received or obtains a tax benefit or receives preferential treatment regarding the amounts paid by the Company, CDC shall repay such amount to the Company as shall leave CDC in the same after-tax position as if no deduction or withholding had been required to be made from the original payment.

10.8 If any amount paid or due to CDC under this clause 10 is subject to Tax, or would (but for the availability of any Relief) be subject to Tax in the hands of CDC, then the amount so paid or due

(in this clause 10.8, the “**net amount**”) shall be increased to an amount (in this clause 10.8 “**the grossed up payment**”) which (after subtraction of the amount of any Tax which the grossed up payment is subject to, or would, but for the availability of any Relief, be subject to) shall equal the net amount.

11 Corporate governance

- 11.1 CDC shall have the right from time to time to appoint such number of Directors as is set out in the Relationship Agreement (**CDC Directors**).
- 11.2 The Company undertakes to ensure, so far as it is able, that no person shall be appointed as director of the Company or any Group Company unless CDC has been consulted in respect of such appointment.
- 11.3 CDC may, by written notice to the Company, appoint any person to be an observer (**Observer**), and remove any such person as Observer, and such person shall have the right to attend and be present at all Board meetings or meetings of any committee of the Board (either in person, or by telephone conference or by such other means as the Directors shall be entitled to participate at such meetings) and to speak at such meetings but not vote nor have any right to table formal Board resolutions or matters for discussion at any meeting.
- 11.4 The Observer shall have the right to receive notices and minutes of all Board meetings and all materials distributed to the Board in the same manner and to the same extent as the Directors (as set out herein), provided that the Observer shall hold information regarding the Group confidential and shall only be permitted to disclose such information to CDC or any of its respective officers, employees or professional advisers.
- 11.5 The Observer will not be entitled to claim any remuneration from the Company and any expenses incurred by him in connection with his role as an observer of the Board shall be borne by CDC, and not the Company.
- 11.6 The Parties agree that the dates of certain Board meetings shall be scheduled at the start of each financial year of the Company (**Pre-Agreed Meeting**), provided that a meeting of the Board shall be convened and held at least once every quarter.
- 11.7 The Company agrees with CDC that with respect to Board meetings other than Pre-Agreed Meetings (**Ad Hoc Meetings**), there shall be given to CDC and each CDC Director not less than 14 Business Days’ written notice of such meeting, provided that a meeting may be convened on shorter notice in the case of an emergency or if the business of the Company would otherwise be prejudiced.
- 11.8 The Company agrees with CDC that:
- (a) not less than 14 Business Days prior to a Pre-Agreed Meeting or an Ad Hoc Meeting (or in the case of a Board meeting to be called on shorter notice, as soon as reasonably practicable), the Company shall send to CDC and to each CDC Director a written agenda specifying the business of such meeting and not less than 5 Business Days prior to a Pre-Agreed Meeting, copies of all papers that shall be relevant for such meeting including a copy of the latest available monthly management accounts and cash flow statements for the Group and a report to the Board by the Chief Executive Officer as to the general level of business conducted during the preceding month and advising as to future prospects for the Group, together with such other information to be included in the monthly board pack as requested and approved by the CDC Directors (from time to time); and
 - (b) no business shall be transacted at any meeting of the Board save for that specified in the agenda for such meeting unless a CDC Director shall otherwise agree.
- 11.9 CDC may request that the scheduled date for a Pre-Agreed Meeting be moved. If CDC fails to notify the Company of its request to move a Pre-Agreed Meeting within five Business Days prior

to the scheduled date for such Pre-Agreed meeting, then the Directors present at such Pre-Agreed Meeting shall constitute a quorum and no Reserved Matters shall be transacted at such Pre-Agreed Meeting.

- 11.10 An Ad Hoc Meeting or meeting of any Board committee (in respect of which a CDC Director is a member) shall not be quorate without the attendance (either in person, or by telephone conference or by such other means as the Directors shall be entitled to participate at such meetings) of a CDC Director. If within half an hour from the time appointed for an Ad Hoc Meeting a quorum is not present, the meeting shall be adjourned to the same day of the following week at the same time and place. If within half an hour from the time appointed for the adjourned Board meeting, a quorum is not present, the meeting shall be adjourned for a second time to the same day of the following week at the same time and place. If within half an hour from the time appointed for the second adjourned meeting, a quorum is not present, the Directors present shall constitute the quorum.
- 11.11 No CDC Director shall be entitled to vote on any Board decision relating to the Company's redemption of any Preference Share or the Company's exercise of its rights contained in paragraph 5 of Schedule 8 (**Company Matters**) and the quorum of any Board meeting convened to determine such Company Matters shall not require a CDC Director in attendance.
- 11.12 Any future employee share, cash or other option or incentive scheme or other scheme involving the issue of Shares to employees, officers or consultants and the quantum of all future long-term incentive and bonus plans (whether or not equity-linked) and any awards under those plans, shall require the prior written approval of the remuneration committee of the Company including the affirmative vote of a CDC Director.
- 11.13 As soon as reasonably practicable following Completion, the Board shall constitute, agree detailed terms of reference for and thereafter maintain a committee of the Board to be known as the **ESG Committee**. The role of the ESG Committee shall be, inter alia, to make proposals regarding the manner in which the Group shall comply with the ESG Requirements, to monitor such compliance and to supervise the operation of the ESG Management System, whose terms of reference shall include responsibilities for environmental, social and governance matters.
- 11.14 The composition of the ESG Committee shall include at least one CDC Director and the chairman of the ESG Committee shall be subject to the approval of CDC.
- 11.15 The Company shall procure that the terms of reference of any Board committee in respect of which a CDC Director is a member shall not be amended without the prior written consent of a CDC Director.
- 11.16 With effect from Completion (and to the extent not already in place), the Company shall obtain (at its own cost) and maintain directors' and officers' liability insurance (of a level satisfactory to CDC) for each member of the Board.

12 Reserved Matters

- 12.1 The Company undertakes to CDC that from and including the date of this Agreement up to and including the Completion Date, the Company shall not enter into, vary or terminate any contract with a material value in excess of USD 500,000 (other than in the ordinary course of business), without the prior written consent of CDC. In exercising its consent right pursuant to this clause 12.1, CDC undertakes to act in good faith and to provide good commercial reasoning in support of any refusal to give its consent.
- 12.2 Without prejudice to the provisions of clause 12.3, the Company undertakes to CDC that, for as long as CDC holds 10 per cent or more of the voting rights in the Company, that it will not, and will procure that no resolution, decision or action shall be passed, made or taken by the Company or any Group Company from time to time in relation to any of the matters referred to in Schedule 4 (**Reserved Matters**) without prior written consent of CDC. In exercising their votes in respect of a Reserved Matter, CDC undertakes to act in good faith and to provide good commercial reasoning in support of any vote against a resolution proposing a Reserved Matter.

- 12.3 The Company undertakes to CDC (irrespective of CDC's shareholding in the Company) that, following the Completion Date, it will not, and will procure that no Group Company will:
- (a) make a charitable donation to any charity other than the Approved Charities;
 - (b) make a charitable donation to any Approved Charity in excess of the amount set out beside such Approved Charity's name in Schedule 9;
 - (c) make a political donation or contribution;
 - (d) make any material changes to the ESG Action Plan;
 - (e) remove any ESG consultant appointed by CDC pursuant to clause 13.11; or
 - (f) remove or appoint a member of the ESG Committee or amend the terms of references of the ESG Committee,

in each case, without the prior written consent of CDC.

- 12.4 The Company undertakes to CDC that its charitable donations to the Approved Charities shall consist of a maximum of USD 50,000 per annum in cash with the remaining charitable donations to be made in kind from products supplied by the Group.

13 ESG matters

Compliance with ESG Requirements

- 13.1 At all times after Completion, the Company shall and shall ensure that each other Group Company (whether acquired before or after the date of this Agreement) shall:
- (a) comply with the ESG Requirements, subject to any period permitted to achieve compliance with a ESG Requirement set out in the ESG Action Plan (as may be adjusted by the consultant according to sub-clause (c) below);
 - (b) take all reasonable steps in anticipation of known or expected future changes to the ESG Laws;
 - (c) implement all actions set out in the ESG Action Plan within the timeframes set out in that plan unless a consultant appointed by CDC in accordance with clause 13.11 in his reasonable opinion believes such timings prove not to be possible and suggests different actions and timeframes; and
 - (d) within a reasonable time (unless CDC agrees otherwise) implement all recommendations of any consultant appointed in accordance with clause 13.11 which are notified to the Company.

ESG Management and Reporting

- 13.2 The Company shall maintain an ESG Management System in accordance with paragraph 5 of Part A of Schedule 6.
- 13.3 The Company shall, as soon as it is available, but in any event no later than 90 days after the end of each financial year, deliver to CDC an environmental, social and governance monitoring report approved by the Board and in such form as CDC may notify to the Company in writing setting out in detail the progress the Company has made towards implementing the ESG Action Plan.

- 13.4 Without prejudice to clause 13.3, the Company must provide CDC with such assistance, access and information as CDC reasonably required in order to monitor and evaluate the development impact of its investment.
- 13.5 Notwithstanding any other applicable law or regulation, the Company's annual audited accounts, from the financial year ended 30 September 2017 shall include:
- (a) an analysis of the principal risks that the Board believes the Group faces and the steps taken to mitigate those risks; and
 - (b) (without limitation to paragraph (a)), a review of:
 - (i) the bribery and financial crime risks faced by the Group;
 - (ii) the systems, policies and procedures for managing such risks; and
 - (iii) the implementation and effectiveness of those systems, policies and procedures.
- 13.6 The Company shall promptly send CDC a copy of any management letter addressed to any Group Company by its external auditors.

Internal Audit

- 13.7 The Company shall promptly send CDC any internal audit report prepared for the Company which addresses the Group's compliance with all or any part of the ESG Requirements.
- 13.8 The Company shall ensure that the work plan of any internal audit firm (or internal audit function within the Group) includes a review of:
- (a) the assessment of the bribery and financial crime risks faced by the Group,
 - (b) the systems, policies and procedures for managing such risks, and
 - (c) the implementation and effectiveness of those policies and procedures.

Serious Incidents

- 13.9 The Company shall notify CDC in writing of the occurrence of any Serious Incident promptly, but in any event within 3 days after such occurrence. The Company shall supply to CDC within 14 days of the event a report in the form set out in Part 3 of Schedule 6 incorporating, in each case, details of (1) the nature of the Serious Incident and the on-site and off-site effects and (2) any action the Group Company proposes to take in order to remedy the effect of such Serious Incident. The Company shall keep CDC informed about the progress of any remedial action.
- 13.10 A "**Serious Incident**" means any of the following event which affects any employee, customer, supplier or other person who has dealings with, or is affected by the activities of, a Group Company or which occurs on or nearby any site, plant, equipment or facility of any Group Company:
- (a) an incident resulting in death or permanent injury to any person;
 - (b) any other incident which has a material negative impact on the environment or the health, safety and security situation (including without limitation any explosion, spill or workplace accident which results in death, serious or multiple injuries or material environmental contamination);
 - (c) any incident of a social nature (including without limitation any violent labour unrest or dispute with local communities), which has or is reasonably likely to have a material negative effect on the social and cultural context; and

- (d) damage to or loss of material assets, Confidential Information or intellectual property rights of the Group or any breach of security of the information technology systems of the Group.

Inspection rights and appointment of consultants

13.11 CDC may, at the Company's reasonable cost, appoint independent consultants to monitor the Group's performance in relation to environmental, social and governance matters, including to:

- (a) assess performance and compliance in relation to environmental, social and governance matters including those set out in the ESG Action Plan (save as provided in clause 7.2, no more than once in a calendar year);
- (b) report on breaches, allegations or complaints relating to environmental, social and governance matters;
- (c) periodically assess the Group's policies and practices on ESG matters (no more than once in a calendar year);
- (d) conduct an audit of any financial or other information; and
- (e) compile any information that the Company was obliged to provide to CDC but failed to do so.

13.12 Any appointment to be made pursuant to clause 13.11 shall be made in writing to the Company and shall be for any term necessary to fulfil the purpose for which the appointment was made.

13.13 The Company shall permit CDC and any consultants appointed pursuant to clause 13.11 reasonable access to each Group Company at all reasonable times and on reasonable notice to:

- (a) meet with senior management of any Group Company to discuss any questions or issues in relation to ESG Requirements;
- (b) assess the performance, policies and practices of the Group in relation to any matters in the ESG Action Plan or in respect of the ESG Requirements;
- (c) investigate and report on ESG Breaches or any other failure to comply with or implement the ESG Requirements (including the non-implementation of any ESG Action Plan) or any related allegations or complaints;
- (d) inspect and to take copies and extracts from the books, accounts and records of each Group Company; and
- (e) view the premises of each Group Company (no more than once in a calendar year, unless CDC suspects that there is a ESG Breach),

and shall implement the recommendations of the consultants within a reasonable time, unless CDC agrees otherwise.

Breach of ESG obligations

13.14 The Company shall inform CDC in writing immediately upon becoming aware of:

- (a) any ESG Claim being commenced or threatened against any Group Company or any facts or circumstances which will or are reasonably likely to result in such an ESG Claim being commenced;

- (b) any written notice or other allegation received by, or brought to the attention of, any Group Company to the effect that a Group Company has breached any ESG Requirement;
- (c) any actions which may constitute a Financial Malpractice committed by or on behalf of any Group Company; and
- (d) any enquires from government enforcement authorities concerning any act that may constitute a Financial Malpractice by or on behalf of any Group Company.

13.15 If either the Company notifies CDC of any matter referred to in clause 13.14 or CDC notifies the Company that it believes that there may have been an ESG Breach, the Company shall cooperate in good faith with CDC in determining whether an ESG Breach has occurred. The Company shall respond promptly and in reasonable detail to any request for information from CDC and provide documentary support for the response if requested.

13.16 If an ESG Breach is determined to have occurred and is not capable of remedy, it shall be an **Irremediable ESG Breach**. The following ESG Breaches shall for the avoidance of doubt be Irremediable ESG Breaches:

- (a) Financial Malpractice by a Group Company where (i) the Financial Malpractice or any payment in connection with the Financial Malpractice was authorised by one or more directors of a Group Company (none of which is a CDC Director) or (ii) in the reasonable opinion of CDC, the Group Company failed to have or to operate adequate procedures (as set out in the United Kingdom Bribery Act 2010 guidance to help commercial organisations prevent bribery <https://www.gov.uk/government/publications/bribery-act-2010-guidance>) to prevent Financial Malpractice; and
- (b) a breach of Environmental Law or Social Law which results in death or permanent physical injury to natural persons or adverse environmental and/or social impacts that are diverse, irreversible or unprecedented.

13.17 Other than in relation to Irremediable ESG Breaches, if there is an ESG Breach, the Company shall have a defined period (as agreed by CDC and not to exceed a maximum period of six months or such other period not exceeding 24 months as reasonably determined by CDC's appointed ESG consultant) in which to remedy the ESG Breach in the manner agreed between CDC and the Company.

13.18 If the ESG Breach is remedied to CDC's satisfaction within the defined time period or the same is waived by CDC, then the ESG Breach shall lapse. If the ESG Breach is not remedied to CDC's satisfaction within the defined time period or the same is not waived by CDC, then the ESG Breach shall be deemed a **Non-remedied ESG Breach**.

14 Conduct of Business

The Parties agree that the business of the Group shall be conducted in accordance with the provisions of Schedule 5 and the Company will procure compliance with the undertakings contained in that Schedule.

15 Provision of information

15.1 Subject to any restrictions on Zambian publicly listed companies and applicable law, the Company shall provide CDC with such financial, tax filing, regulatory and other information concerning the Group as CDC may from time to time require (and in that regard shall permit any officer or authorised representative of any of CDC from time to time upon reasonable prior notice to inspect (and take copies of) such of the books, papers, documents and other records of any Group Company as such person may stipulate) and shall in any event provide to CDC:

- (a) within 15 calendar days after the end of each month, management accounts for the Group in respect of such month and each preceding month during the relevant financial year, such management accounts to contain trading and profit and loss accounts, balance sheets, cash flow forecasts, details as to forward forecasts (including the order position), a reconciliation to applicable business plans, bank covenant ratios and calculations and a CEO's report in relation to the foregoing;
- (b) within 7 days after each meeting of the Board of or any committee of the Board, minutes in respect of such meeting together with applicable board papers;
- (c) within 30 days prior to the end of any financial year of the Company, a draft detailed operating plan and financial budget for Group for the next succeeding financial year (**Annual Budget**) and not later than the end of each financial year (but after consultation with and obtaining the approval of CDC), the Board shall adopt the Annual Budget for the next succeeding financial year;
- (d) a quarterly update on ESG matters;
- (e) copies of any bank covenant calculations and certificates delivered to the Company's third party debt providers within 3 days of been delivered to the relevant third party debt provider; and
- (f) access at all reasonable times and on reasonable notice to the Group's premises and to examine the books and records of each Group Company.

15.2 Each year, the Company and CDC will agree a fixed amount for the cost of any inspections which CDC is entitled to carry out pursuant to clauses 13.1 and 15.1(f) (including consultancy costs and any travel expenses incurred in connection with any meetings or investigations) (**Inspection Costs**) and the Inspection Costs shall be borne by the Company. If the Company and CDC fail to agree the Inspection Costs in any given year, the Company shall reimburse CDC on demand for any costs including consultancy costs and any travel expenses incurred in connection with any meetings or investigations) incurred by CDC in connection with of any inspections carried out by CDC in respect of which CDC had reasonable grounds to suspect an ESG breach or any other breach of this Agreement or agreement entered into in connection with this Agreement.

15.3 With effect from Completion, the Company agrees with CDC that it will notify each CDC Director promptly of all matters materially affecting the business, assets, financial position and prospects of the Group, including:

- (a) any approach (whether formal or informal) by a potential bidder to acquire 25 per cent or more of the issued share capital of the Company on a Fully-Diluted Basis;
- (b) the death or personal injury of any employee of a Group Company;
- (c) a material breach or alleged breach by the Company of its ESG obligations contained in this Agreement or pursuant to applicable law;
- (d) any management letters to any Group Company issued by its auditors;
- (e) issued or threatened legal proceedings against any Group Company (other than routine debt collection instigated by the Company and routine Employment Claims by non-senior management); and
- (f) any adverse event likely to materially impact the Group's compliance with any investment or finance documents it has entered into.

16 Share issues and transfers

Share issues

- 16.1 Subject to clause 16.4 and without prejudice to the provisions of clause 12 and Schedule 4, any offer of new Equity Securities (**Offer**) shall be made in writing by the Company (**Offer Notice**) to the Ordinary Shareholders and the Preference Shareholders and must be open for a period of acceptance of at least 30 Business Days from the date of the Offer Notice (**Offer Period**).
- 16.2 Each Ordinary Shareholder and Preference Shareholder may accept its allocation of Equity Securities in accordance with clause 16.4 and may also offer to subscribe for additional Equity Securities (**Additional Securities**) not taken up by the other Ordinary Shareholders and Preference Shareholders by notice in writing to the Company within the Offer Period.
- 16.3 At the end of the Offer Period, the new Equity Securities shall be issued in accordance with the acceptances of the Ordinary Shareholders and the Preference Shareholders (including Additional Securities if these have not been taken up by the Ordinary Shareholders and the Preference Shareholders first entitled to them and in the event of over-subscription for Additional Securities, the Board shall fairly and equitably scale back the allocation of the Additional Securities to the Ordinary Shareholders and the Preference Shareholders who have accepted such Additional Securities). Any Equity Securities which are not the subject of acceptances (**Declined Securities**) may, at the option of CDC (in its sole discretion), be allocated to CDC or if CDC does not elect to take up such Declined Securities, the Board shall (within a period of 30 Business Days and with the prior written consent of CDC) be entitled to allocate such Declined Securities at the same price and on the same terms to a third party, provided that any such third party has cleared "know your customer" and other checks required under Business Integrity Laws and in line with CDC's internal compliance requirements (which shall be notified to the Company from time to time).
- 16.4 An Offer shall be made to the holders of Ordinary Shares and Preference Shares on a pro rata basis as if they were the same class of shares. For the purposes of an Offer, any holder of Preference Shares shall be deemed to have converted each of their Preference Shares into 3.0833 (recurring) Ordinary Shares.
- 16.5 Notwithstanding the provisions of this clause 16, the Company shall be entitled to issue and sell Equity Securities without complying with the provisions of clauses 16.1 to 16.4 in connection with any exercise of any right to subscribe for Shares granted to any employee, officer or consultant as part of an incentivisation or reward scheme or arrangement, provided that the number of Shares so issued (when aggregated with any existing incentive schemes or arrangements of the Company) shall not exceed 10 per cent of the share capital of the Company on a Fully-Diluted Basis.
- 16.6 The right to accept an Offer shall not be transferable or renounceable.
- 16.7 CDC shall be free to transfer its Ordinary Shares and Preference Shares without any restrictions whatsoever, provided that CDC shall undertake such transfer in accordance with all applicable regulatory requirements.

17 Confidentiality and announcements

- 17.1 Save as permitted by this clause 17:
- (a) no party may disclose any Confidential Information, the existence of the transactions contemplated here, the contents of this Agreement and any Transaction Document and any CDC Confidential Information; and
 - (b) no party may issue any press release or make any public statement or other communication about the matters in this Agreement, any Transaction Document or any document referred to in any of them.

- 17.2 A press release, public statement or other communication about the matters in this Agreement, any Transaction Document or any document referred to in it may be made by the Company or CDC with the prior written consent of the other.
- 17.3 The Company undertakes with CDC that it shall not:
- (a) use the name of any CDC Related Party in any context whatsoever (except as required by law); or
 - (b) hold itself out as being associated with any CDC Related Party in any manner whatsoever, including CDC's investment in the Company,
- in each case, without the prior written consent of CDC.
- 17.4 The Company consents to CDC publicising (whether by its website or otherwise):
- (a) the fact that CDC or any other CDC Related Party (as relevant) is a shareholder in the Company;
 - (b) any information about the Group which is already in the public domain (unless the information is in the public domain as a result of a breach of this Agreement by a CDC Related Party); and
 - (c) certain information received from the Company pursuant to clause 13.4 in order to demonstrate that its investments have a positive development impact, provided that CDC will not publish any Confidential Information without the prior written consent of the Company.
- 17.5 If required by applicable law, rule or regulation, the Company shall make available Confidential Information, including any information and reports provided to CDC pursuant to clause 13, to all Shareholders.
- 17.6 Subject to applicable laws and regulations, the CDC Directors and CDC may disclose any Confidential Information to any of the following:
- (a) any member of the CDC Group and any of its Affiliates;
 - (b) any bona fide potential purchaser of shares in or assets of any member of the Group, subject to such person having executed a confidentiality undertaking in favour of the Company (for itself and on behalf of each other member of the Group);
 - (c) any person to whom it is required to pass such information by law or by any taxation or any regulatory or stock exchange requirements; and
 - (d) any professional adviser to any person referred to in this clause 17.6.
- 17.7 In the ordinary course of CDC Group's business, CDC reviews existing investments and new investment proposals and conducts other investment and investment management activities. Each CDC Related Party may disclose and use Confidential Information for these purposes in all cases amongst CDC Related Parties only.
- 17.8 CDC may disclose any information relating to a Group Company, and if requested the Company shall promptly provide such further information and assistance to any member of the CDC Group as it may reasonably require, to:
- (a) answer questions and address enquiries, investigations or other issues raised by UK members of parliament, secretaries of state, ministers and select committees, the UK's National Audit Office, the UK's Public Accounts Committee, through CDC's grievance procedures or by other UK, other national or international government or enforcement bodies; and

- (b) to comply with internationally accepted standards of transparency and efficiency in development projects.

17.9 Clause 17.1 does not apply to any disclosure required by law, by a rule of a stock exchange or by a governmental authority or other authority with relevant powers to which a party to this Agreement is subject or submits, whether or not the requirement has the force of law, provided that such disclosure shall, so far as is practicable, be made after consultation with CDC and after taking into account its reasonable requirements as to its timing, content and manner of making or despatch.

18 Supremacy

In the event of any conflict between the terms of this Agreement and the New Articles then, as between the Parties, the provisions of this Agreement shall prevail and, if so required by CDC, the Parties (other than the Company) shall exercise all voting rights and powers of control available to them in relation to the Company to procure that the New Articles shall be amended to such extent as CDC may reasonably require in order that such conflict be removed.

19 Costs, fees and expenses

19.1 On Completion, the Company shall pay to CDC all costs and expenses (plus any VAT or overseas equivalent) incurred by CDC (and its professional advisers) in connection with its due diligence and in connection with the negotiation, preparation, execution and performance of the Transaction Documents (including the costs of any filings with any Governmental Authorities), provided that (i) any professional advisors' fees shall be paid upon the Company receiving the invoices issued by the relevant professional advisers to CDC; and (ii) the aggregate of all costs and expenses payable by the Company pursuant to this clause 19.1 shall not exceed USD 1.2 million.

19.2 On termination of this Agreement:

- (a) pursuant to clauses 4.1(a), 4.1(b), 4.1(c) and 4.1(d);
- (b) as a result of the Resolutions not being passed at the meetings convened for passing those resolutions;
- (c) as a result of the Company not procuring that the Completion Actions in paragraphs 1, 2, 3, 4, 6, 7, 8(c)(i), 8(d), 8(e), 8(h), 8(i), 8(j), 8(m) of Part B of Schedule 2, takes place; or
- (d) as a result of the Company not procuring that the Completion Actions in paragraphs 5, 8(a), 8(b), 8(c)(ii), 8(f), 8(g), 8(k), 8(l) of Part B of Part B of Schedule 2, takes place due to the Fault of the Company,

the Company shall pay to CDC on demand the sum of USD 2.3 million being a reasonable estimate of CDC's transaction costs incurred in connection with the transactions contemplated in this Agreement.

19.3 On termination or lapse of this Agreement for any reason other than in the circumstances set out in clause 19.2, each Party shall bear their own costs and expenses in connection with the transactions contemplated in this Agreement, provided that, if this Agreement terminates or lapses as a result of a breach by CDC of any of its obligations (other than, subject to CDC acting reasonably, a failure to pay the Subscription Price as a result of the Company breaching any of its obligations in Schedule 2), then nothing in this clause 19.3 shall prevent the Company from bringing a claim against CDC in respect of the costs and expenses which the Company has incurred in connection with the transactions contemplated in this Agreement.

20 Termination

This Agreement (other than the Surviving Provisions) shall automatically terminate in respect of all Parties on an Exit, provided that such termination shall be without prejudice to the rights, obligations and liabilities of any Party which shall have accrued prior to such termination.

21 General

Legal personal representatives, successors and permitted assigns

- 21.1 The provisions of this Agreement shall be binding on the parties' respective legal personal representatives, successors and permitted assigns.

Assignment

- 21.2 No right or obligation under this Agreement (or any Transaction Document) may be assigned, transferred or otherwise disposed of or encumbered, in whole or in part, without the prior written agreement of the other Parties, provided that CDC shall be entitled to assign its rights or transfer its obligations to an Affiliate of CDC.

No partnership or agency

- 21.3 Nothing contained in this Agreement shall constitute or be deemed to constitute a partnership between the Parties or any of them and no Party shall hold himself out as an agent for any other Party save with the prior consent of such other Party.

Entire agreement

- 21.4 This Agreement constitutes the entire agreement between the Parties and supersedes any prior agreement, understanding, undertaking or arrangement between the Parties relating to the subject matter of the Agreement.

- 21.5 The Parties acknowledge and agree that by entering into this Agreement, they do not rely on any statement, representation, assurance or warranty of any person (whether a Party or not and whether made in writing or not) other than as expressly set out in the Agreement.

- 21.6 Each Party agrees that the only rights or remedies available to any Party arising out of or in connection with this Agreement or its subject matter shall be solely for breach of contract except as otherwise expressly provided for in this Agreement.

- 21.7 Nothing in clauses 21.4 to 21.6 inclusive shall exclude or limit any liability for fraud.

Severance

- 21.8 The provisions contained in each clause of this Agreement shall be enforceable independently of the others and the invalidity of any one provision shall not affect the validity of the others.

Waiver

- 21.9 The rights of each Party under this Agreement are independent, cumulative and without prejudice to all other rights available to it and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other rights such Party whether under this Agreement or otherwise.

- 21.10 No single or partial exercise of a right or remedy provided by this Agreement or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.

Further assurances

21.11 Each of the Parties agrees to take all such action or procure that all such action is taken as is reasonable in order to implement the terms of this Agreement or any transaction, matter or thing contemplated by this Agreement.

Counterparts

21.12 This Agreement may be executed in any number of documents or counterparts each in the like form, all of which taken together shall constitute one and the same document and any Party may execute this Agreement by signing any one or more of such documents or counterparts.

Variation

21.13 No variation of this Agreement shall be binding on any Party unless and to the extent that the same is recorded in a written document executed by such Party but where any such document exists and is so signed such Party shall not allege that the same is not binding by virtue of an absence of consideration.

Third party rights

21.14 Except where expressly provided otherwise in this Agreement, nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

22 Notices

22.1 Any notice or other communication given under or in connection with this Agreement shall be:

- (a) in writing;
- (b) in the English language;
- (c) signed by or on behalf of the Party giving it; and
- (d) sent by the Permitted Method to the Notified Address.

22.2 The Permitted Method means any of the methods set out in column (1) below. A notice given by the Permitted Method will be deemed to be given and received on the date set out in column (2) below:

(1) Permitted Method	(2) Date on which Notice deemed given
Personal delivery	When left at the Notified Address
Courier	Two Business Days after despatch
E-mail	On receipt of an automated delivery receipt or confirmation of receipt from the relevant server

22.3 The Notified Addresses of each of the Parties is as set out below:

Name of Party	Address	E-mail address	Marked for the attention of:

Company	Plot 4960, Manda Road, Industrial Area, P/B 17, Woodlands, Lusaka, Zambia	dannym@zambeef.co.zm	Danny Museteka
CDC	123 Victoria Street, London SW1E 6DE	LegalNotices@CDCGroup.com	General Counsel

22.4 A Party may change its details given in the table in clause 22.3 by giving written notice to the other Parties, the change taking effect for the Parties notified of the change at 9am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change; or
- (b) the date five Business Days after receipt of the notice.

23 Governing law

This Agreement, and any non-contractual rights or obligations arising out of or in connection with it or its subject matter, shall be governed by and construed in accordance with English law.

24 Jurisdiction

- 24.1 Any dispute arising out of or in connection with this Agreement including a dispute regarding the existence, validity or termination of this Agreement or relating to any non-contractual or other obligation or matter arising out of or in connection with this Agreement or the consequences of its nullity (**Dispute**) shall be referred to arbitration in accordance with the UNCITRAL arbitration rules in force from time to time (**Rules**).
- 24.2 The number of arbitrators shall be one. If the Parties fail to agree on the appointment of the arbitrator, then the arbitrator shall be appointed by the President of UNCITRAL on written request by any Party.
- 24.3 The seat of the arbitration shall be in London, England.
- 24.4 The language of the arbitration shall be English.
- 24.5 Subject to clause 24.2, and to the extent that any Dispute falls outside the scope of clause 24.1 and/or any party claims relief which (whether by virtue of clause 24.1 or otherwise) the arbitrator does not have the power to award, the English courts shall have the power to grant such relief and the parties submit to the exclusive jurisdiction of the English courts.
- 24.6 The parties agree that the documents which start any proceedings relating to a Dispute (**Proceedings**) and any other documents required to be served in relation to those Proceedings may be served in accordance with clause 22 (**Notices**). Those documents may, however, be served in any other manner allowed by law. This clause 24.6 applies to all Proceedings wherever started.

25 Address for service

- 25.1 The Company irrevocably appoints Strand Hanson Limited of 26 Mount Row Mayfair, London W1K 3SQ to accept service of all legal process arising out of or in connection with any proceedings before the English courts in connection with this Agreement.

25.2 The Company shall inform CDC in writing of any change of address or such process agent within five days of such change.

The Parties or their duly authorised attorneys have executed this Agreement as a deed and have delivered it upon dating it.

Schedule 1
Particulars of the Company

Name	Zambeef Products plc
Country of incorporation	Zambia
Date of incorporation	24 June 1994
Registered office	PLOT 4970, Manda Road, Industrial Area, Lusaka, Zambia
Share capital issued	At 31 March 2016: ZMK 247,978,195 ordinary shares of ZMW 0.01 each
Directors	Dr. Jacob Mwanza, Francis Grogan, Dr. Carl Irwin, Yusuf Koya, Dr. Lawrence Sikutwa, John Rabb, Graham Clark
Secretary	Danny Museteka
Accounting reference date	30 September
Auditors	Grant Thornton

Schedule 2 Completion Matters

PART A - Obligations of CDC

On Completion, CDC shall:

- 1 pay in cash to the Company an amount equal to the aggregate Subscription Price in USD less any transaction costs payable by the Company to CDC pursuant to clause 19.1;
- 2 deliver to the Company letters of appointment for the CDC Directors and consents to act as Directors of the Company; and
- 3 deliver to the Company a copy of the Relationship Agreement duly executed by CDC.

PART B - Obligations of the Company

On Completion, the Company shall:

- 1 adopt the New Articles by filing the New Articles at the Companies Registry together with the Resolutions;
- 2 adopt the Board Plan;
- 3 adopt the Post-Completion Action Plan;
- 4 adopt the ABC Plan;
- 5 procure the admission of the Ordinary Shares to be issued to CDC pursuant to this Agreement to trading on AIM in accordance with the AIM Rules for Companies;
- 6 appoint such persons as CDC shall nominate as CDC Directors with effect from Completion;
- 7 allot and issue the Subscription Shares to CDC credited as fully paid and free from Encumbrances and enter CDC's name in the register of members;
- 8 deliver or procure the delivery to CDC the following documents in a form and manner satisfactory to CDC (acting reasonably):
 - (a) certified copies of each of the Bank Consents;
 - (b) evidence of the registration of CDC's Ordinary Shares with SEC;
 - (c) certified copies of:
 - (i) the Resolutions; and
 - (ii) any approvals from Governmental Authorities not already in CDC's possession
 - (d) one share certificate in respect of the Preference Shares, one share certificate in respect of the Ordinary Shares to be held by a custodian for trading on AIM and one share certificate in respect of the Ordinary Shares to be held by a custodian for trading on the LUSE, in accordance with the Trading Notice;
 - (e) duly executed copies of each Transaction Document (as applicable) by the Company;
 - (f) evidence of the Ghanaian Concessionary Agreement having been duly stamped in accordance with the Stamp Duty Act 2005;

- (g) evidence of the Zamhatch Lease and the Zam Chick Lease having been duly registered with the Zambian land registry in accordance with applicable law;
- (h) deliver to CDC duly executed executive Directors' service agreements (replacing existing service agreements) in the Agreed Form confirming terms of employment by each of the Managers and Yusuf Koya;
- (i) deliver to CDC duly executed side letters to existing non-executive directors' letter of appointments in the Agreed Form confirming terms of appointment by each of Dr Jacob Mwanza, Lawrence Sikutwa and John Rabb;
- (j) deliver to CDC a duly executed letter of appointment for Graham Clark in the Agreed Form in relation to his appointment as a Director of the Company (which will be consistent with the form of letter of appointment pursuant to which Dr Jacob Mwanza, Lawrence Sikutwa and John Rabb are appointed as Directors of the Company);
- (k) a written confirmation in the Agreed Form from Cargill Zambia (2009) Limited and Zamanita Limited confirming that they will not terminate the Soybean Offtake Agreement in connection with the transactions contemplated in this Agreement;
- (l) a written confirmation in the Agreed Form from Zamanita Limited confirming that it will not terminate the Oil Distribution Agreement in connection with the transactions contemplated in this Agreement; and
- (m) evidence of the Ghanaian Subsidiary's renewal of its registration with the Ghana Investment Promotion Centre.

Schedule 3 Warranties

1 Power and capacity

- 1.1 Subject to the Resolutions being passed and any other consents or approvals to be obtained by the Company under this Agreement, the Company has full power and authority and is legally entitled to enter into this Agreement and all other Transaction Documents and to perform the transactions contemplated thereunder.
- 1.2 Subject to the Resolutions being passed, the execution and delivery of this Agreement and each relevant Transaction Document and the consummation or performance of the transactions contemplated thereunder have been duly and validly authorised by it and constitute legal, valid and binding obligations on it, enforceable in accordance with their terms.
- 1.3 Subject to the Resolutions being passed and any other consents or approvals to be obtained by the Company under this Agreement, neither the execution and delivery of this Agreement, nor the consummation or performance of any transaction contemplated hereunder, will conflict with or constitute default under or result in a breach or a violation of (i) any provision of the organisational documents of a Group Company or (ii) any material contract or other instrument to which a Group Company is party or by which a Group Company is bound or (iii) any applicable law or of any order, judgment or decree of any court or governmental authority to which such Group Company is party or by which such Group Company or any of its assets is bound; and
- 1.4 Save as set out in this Agreement, no Group Company is required to give any notice to or make any registration with, or obtain any consent, approval, authorisation or permit from, any person (including any Governmental Authority) in connection with the execution and delivery of this Agreement or the consummation or performance of any of the transactions contemplated by this Agreement, including but not limited to the execution of the Transaction Documents and if any such consent, approval, authorisation or permit is required, the same has been secured or a waiver thereof obtained.

2 Organization; Good Standing

- 2.1 Each Group Company is duly organised and validly existing under the laws of its country of incorporation and has been in continuous existence since incorporation. Each Group Company has all requisite corporate power and authority to carry out its business as conducted.
- 2.2 Each Group Company has not (and none of its subsidiary undertakings has) taken any action nor have any steps been taken or legal proceedings been started or threatened against it for its winding-up, dissolution or re-organisation, for the enforcement of any debt, claim or Encumbrance over its assets or for the appointment of a liquidator, receiver, administrator, administrative receiver or other similar officer of it or in respect of any of its assets.

3 Authority; Validity; No Consent

- 3.1 No Shareholder nor any other person has any interest, holding, or subscription right, including pre-emptive rights under the articles of association of the Company or any agreement entered into by the Company, or is obliged or entitled to acquire an interest or holding, in any shares or other securities (whether debt or equity) of the Company or in any instruments convertible into or exchangeable for any such shares or securities.
- 3.2 The Subscription Shares will, when issued in accordance with the terms of this Agreement, including payment of the aggregate Subscription Price, be validly issued, fully paid and registered in the name of CDC free from any Encumbrances.

4 Effect of the transaction

- 4.1 Neither the execution nor the performance of this Agreement or any document to be executed at or before Completion will result in any Group Company losing the benefit of an asset, grant, subsidy, right or privilege which it enjoys at the date of this Agreement or the creation of, or any obligation to create, any Encumbrance over or in respect of any of its assets.
- 4.2 Neither the execution nor the performance of this Agreement or any document to be executed at or before Completion will conflict with, result in a breach of, give rise to an acceleration or event of default under, require the consent of a person under and/or enable a person to terminate, or relieve a person from an obligation under any agreement or arrangement (including any debt whether documented or not, an Encumbrance or credit agreement) to which any Group Company is subject or a party or any legal or administrative requirement by which any Group Company is bound.

5 Accounts

- 5.1 The Accounts have been prepared and audited on a proper and consistent basis in accordance with applicable law and IFRS.
- 5.2 No change in accounting policies have been made in preparing the Accounts of any Group Company for each of the last three financial years, except as stated in the audited balance sheets and profit and loss accounts for those years.
- 5.3 The Accounts show a true, accurate and fair view of the assets, liabilities and state of affairs of the Group as at the Accounts Date and of the profits and losses of the Group for the period ending on the Accounts Date.
- 5.4 The Accounts reserve or provide for all Tax liable to be assessed on each Group Company, or for which it is or may become accountable, for all periods starting on or before the Accounts Date (whether or not the relevant Group Company has or may have a right of reimbursement against another person). The Accounts reserve for all contingent or deferred liabilities to Tax for all periods starting on or before the Accounts Date.
- 5.5 Each Group Company's accounting records are up to date, in its possession or under its control and are properly completed in accordance with applicable law and IFRS.
- 5.6 All management accounts or interim accounts have been prepared with due care and attention in accordance with the same accounting policies as those adopted by the Group in preparing management accounts for the preceding 12 months and such management accounts and interim accounts show a fair view of the assets, liabilities and state of affairs of the Group as at the date at which they were prepared and of the profits and losses of the Group for the period ending on the date on which they were prepared.

6 Changes since the Accounts Date

Since the Accounts Date:

- 6.1 there has been no Material Adverse Effect on any Group Company's business, financial or trading condition, assets or prospects (nor, in the case of the Company, the business, consolidated financial condition, consolidated assets or prospects of the Group);
- 6.2 each Group Company's business has been operated in the usual way so as to maintain it as a going concern;
- 6.3 no Group Company has been involved in any transaction which has given rise to a liability to Tax other than in the ordinary course of its business;

- 6.4 no Group Company has, other than in the usual course of its business or in accordance with its last annual budget:
- (a) acquired or disposed of, or agreed to acquire or dispose of, an asset with a value in excess of USD 500,000; or
 - (b) assumed or incurred, or agreed to assume or incur, a liability, obligation or expense (actual or contingent) in excess of USD 500,000; or
 - (c) incurred, or agreed to incur, a commitment or commitments involving capital expenditure exceeding in total USD 500,000; or
- 6.5 no Group Company has factored, sold or agreed to sell a debt other than in the usual course of its business;
- 6.6 no Group Company has declared, paid or made a dividend or distribution (in cash or in kind) or transferred any cash, assets, any Property, rights, revenues, business whatsoever (or agreed to do any of the foregoing);
- 6.7 no Group Company has changed its accounting reference period;
- 6.8 no resolution of the shareholders' of any Group Companies has been passed; and
- 6.9 no Group Company has created, allotted, issued, acquired, repaid or redeemed share or loan capital or made an agreement or arrangement or undertaken an obligation to do any of those things.

7 Liabilities

- 7.1 The aggregate amount of all outstanding borrowing or other indebtedness owed by the Group to any person (other than trade creditors) does not exceed USD 100 million
- 7.2 No Group Company has outstanding, and has not agreed to create or incur loan capital, borrowings or indebtedness in the nature of borrowings.
- 7.3 No Group Company is a party to and/or is liable under a guarantee, indemnity or other agreement to secure or incur a financial or other obligation with respect to another person's obligation. No part of the loan capital, borrowings or indebtedness in the nature of borrowings of any Group Company is dependent on the guarantee or indemnity of, or Encumbrances provided by, another person.
- 7.4 No guarantee, indemnity or surety has been provided by any person on behalf of a Group Company.
- 7.5 No event has occurred in relation to any Group Company which:
- (a) constitutes an event of default, or otherwise gives rise to an obligation to repay, under an agreement relating to borrowing or indebtedness in the nature of borrowing (or will do so with the giving of notice or lapse of time or both); or
 - (b) will lead to an Encumbrance constituted or created in connection with borrowing or indebtedness in the nature of borrowing, a guarantee, an indemnity or other obligation of any Group Company becoming enforceable (or will do so with the giving of notice or lapse of time or both).
- 7.6 No Group Company has received notice of withdrawal of any facility under any Finance Document or any indication that any such facility will be withdrawn.

- 7.7 Save for the maximum amounts stated as payable to Rainbow Farms Investment Proprietary Limited under the RCL Settlement Agreement and the RCL Completion Agreement, there are no other amounts payable by any Group Company to Rainbow Farms Investment Proprietary Limited or Rainbow Chicken Limited.

8 Assets and Debtors

- 8.1 Each Group Company legally and beneficially owns or has the right to use each asset used in or necessary for the effective operation of its business, in each case free from any Encumbrances other than (i) current real estate taxes or governmental charges or levies which are a lien but not yet due and payable, (ii) Encumbrances interests and equipment liens, which have arisen only in the ordinary and normal course of business consistent with past practice, and (iii) other legal Encumbrances resulting from the applicable laws.
- 8.2 No Group Company has released a debt shown in the Accounts or its accounting records so that the debtor has paid or will pay less than the debt's book value.
- 8.3 All material equipment owned, possessed or used by each Group Company is in good condition and working order and has been regularly maintained.
- 8.4 The Company has fully Disclosed to CDC the extent of any disease existing within the livestock assets owned by the relevant Group Companies and each Group Company has duly effected all inoculations, dipping and other treatments necessary for livestock disease control in accordance with the standard practices of the livestock industry in Zambia;
- 8.5 Each Group Company's stock is of satisfactory quality and saleable in the usual course of its business and the Company's level of stock is reasonable having regard to current and anticipated demand.
- 8.6 Except as Disclosed in the Data Room or the Disclosure Documents, the Group does not have outstanding indebtedness or loans, and has not agreed to incur indebtedness or loans, to third parties (including to any employee, officer or worker of any Group Company) which (i) have arisen otherwise than in the normal course of business; or (ii) which exceed the Group's usual accruals of pay and benefits for the current payment period.

9 Real Property

- 9.1 The Disclosure Letter contains a true, accurate and complete list of all the real property owned, leased, occupied or other used by any Group Company in connection with its business (**Properties**).
- 9.2 The information provided in the Disclosure Letter as to the existing ownership and tenure of the Properties and the principal terms of the leases, licences and tenancies subject to or with the benefit of which the Properties are held is true and accurate in all material respects.
- 9.3 The Company has provided CDC with copies of all title deeds, leases, licences and other documents relating to the Properties and their occupation and use by any relevant Group Company, all of which have (where necessary) been properly stamped and duly registered.
- 9.4 Each Group Company has good, valid and registered title (or such equivalent title rights or interests afforded by applicable law from time to time) to, or valid leases or licences of, and all appropriate authorisations to use, all Properties and any assets used or necessary to carry on its business.
- 9.5 Each Group Company (as relevant) is in compliance with all planning permissions, orders, and regulations issued under all relevant planning legislation and all building regulation and by laws for the time being in force with respect to any part of the Properties.

- 9.6 Each relevant Group Company has paid the rent and observed and performed the covenants and the conditions on the part of the tenant contained in each of the lease (which expression includes underleases) under which the relevant Property is held, and each such lease is valid and in full force.
- 9.7 All licences, consents and approvals required from the landlords and any superior landlords under any leases of each Property (as appropriate) have been obtained, and the covenants on the part of the tenant contained in such licences, consents and approvals have been duly performed and observed.
- 9.8 There are no restrictions in any lease of the Properties which prevent them from being used for their present use(s).
- 9.9 Save as Disclosed:
- (a) there is no fact or circumstance which could entitle a person to challenge the right of ownership and possession or use of any Property by any Group Company; and
 - (b) there are no Encumbrances over the Properties or any of their title deeds.
- 9.10 No Group Company has received any written notice of termination or cancellation of any lease agreement with an annual rent of USD 100,000 under which that Group Company holds a leased Property.
- 9.11 No Group Company has received written notice from any Governmental Authority, and so far as the Company is aware, there is no claim from any Governmental Authority pending against any Group Company, with respect to any expropriation or compulsory acquisition of the Properties.
- 9.12 There are no disputes, and there are no facts, matters or circumstances which may give rise to a dispute, with any landlord or tenant of any Property.
- 9.13 There are no circumstances, facts or matters which entitle, or may entitle, the insurers of any Property to avoid the insurance on it.

10 Contracts

- 10.1 The Disclosure Letter contains a true, accurate and complete list of all contracts to which each Group Company is a party with an individual value in excess of USD 500,000 (including the Zam Chick Agreement, the Zamhatch Agreement and the Shoprite Agreements) (**Material Contracts**).
- 10.2 True, accurate complete and up to date copies of all Material Contracts have been provided in the Data Room and the Disclosure Documents.
- 10.3 So far as the Company is aware, no Group Company has committed any breach of any Material Contract and no Group Company has received any notice regarding termination or any alleged violation of any such Material Contracts.
- 10.4 No Group Company is a party or subject to, or liable under, any agreement, arrangement or obligation:
- (a) entered into other than (i) in the usual course of its business and (ii) by way of bargain on arm's length commercial terms;
 - (b) the effect of which is to limit or exclude any Group Company's right to do business and/or compete in any area or field (whether defined by geographical area, type of business or otherwise) with any other person.

- 10.5 There are no Related Party Transactions or intra-group agreements or arrangements (i) that have been entered into or agreed to be entered into other than in the ordinary course of business of the relevant Group Company and on arm's length commercial terms; or (ii) in respect of which any Group Company has agreed not to enforce its rights in a non-commercial or non- arms' length manner.
- 10.6 No person (other than current officers and directors of a Group Company) has been authorised by such Group Company to bind or commit such Group Company to any obligations outside the ordinary course of business.
- 10.7 None of the Approved Charities constitute a Related Party of any Group Company or an Associate of any Director.

11 Tax

- 11.1 Each Group Company is and has at all times been resident for Tax purposes only in the jurisdiction of its incorporation.
- 11.2 Each Group Company has complied with all Tax laws in all jurisdictions in which it is subject to Tax including maintaining complete and accurate records, invoices and other information in relation to Tax.
- 11.3 All Tax due and payable by or on behalf of a Group Company has been paid within the requisite time period and no Group Company is or has been, liable to pay any penalty, surcharge, fine or interest in connection with Tax.
- 11.4 All Tax returns that are or have been required by law to be filed by each Group Company have been filed within the requisite period and on a proper basis and such Tax returns were (when filed) true and correct in all material respects and none of them is or is likely to be the subject of any material dispute with or investigation by any Tax Authority.
- 11.5 All such withholdings and deductions for or on account of Tax as are required by applicable law to be made by each Group Company have in all material respects been made properly and in a timely manner and have been duly accounted for and delivered to the relevant authorities.
- 11.6 No Group Company is, or has been, subject to any material audit, investigation, dispute or litigation involving any Tax Authority.
- 11.7 The Disclosure Letter contains details of all concessions, agreements and arrangements that any Group Company has entered into with a Tax Authority.
- 11.8 No Group Company is, nor will become, liable to make to any person (including any Tax Authority) any payment in respect of any liability to Tax which is primarily or directly chargeable against, or attributable to, any other person (other than a Group Company).
- 11.9 Neither the execution nor completion of this Agreement, nor any other event since the Accounts Date, will result in the clawback or disallowance of any Relief or allowance previously given.
- 11.10 All transactions or arrangements made by each Group Company have been made on arm's length terms and the processes by which prices and terms have been arrived at have, in each case, been fully documented. No notice, enquiry or adjustment has been made by any Tax Authority in connection with any such transactions or arrangements.
- 11.11 Any document that may be necessary or desirable in proving the title of any Group Company to any asset which is owned by that Group Company at Completion is duly stamped for stamp duty purposes or has had the transfer or registration tax due in respect of it paid.

12 Licenses and Approvals

- 12.1 The Disclosure Letter contains a true, accurate and complete list of all licences which are held by each Group Company as at the date of this Agreement (**Licences**).
- 12.2 True, accurate, complete and up to date copies of all Licences have been provided in the Data Room and the Disclosure Documents.
- 12.3 All Licences are valid and subsisting. Each Group Company has complied with all material terms and conditions of the Licences issued to it and so far as the Company is aware, there are no facts or circumstances which will or are reasonably likely to lead to any Licences being suspended, cancelled, terminated, varied, not renewed or revoked.
- 12.4 Each Group Company has attained and holds all legal and regulatory licenses and approvals which are necessary to operate its business, as presently conducted. Each Group Company:
- (a) is in all material respects in compliance with all of the terms and requirements of those licenses and approvals; and
 - (b) has not received any notice regarding any violation of any term or requirement of those licenses and approvals, nor any revocation, withdrawal, suspension of, or modification to the licenses and approvals.
- 12.5 Each Group Company has proper procedures and policies in place for the renewal of its Licences.

13 Employees and Pensions

- 13.1 True, accurate and complete copies of:
- (a) all employment or service contracts of all executive Directors and senior employees of each Group Company and terms of appointment of all non-executive Directors and details of any amendments or extensions to those contracts or letters of appointment;
 - (b) specimen copies of the contracts of employment in place between each Group Company and its various categories or grades of employee together with copies of applicable policies; and
 - (c) the rules and other relevant documentation relating to all share incentive, share option, profit sharing, bonus or other incentive schemes, including employee benefit trusts, currently in force relating to any employees or former employees of any Group Company, together with details of all outstanding awards and options,
- have been provided in the Data Room and the Disclosure Documents.
- 13.2 Save as Disclosed, no Group Company:
- (a) has received any notice from any Governmental Authority alleging that it was not compliant with the provisions of the applicable labour laws;
 - (b) is involved in any active or pending court, tribunal or arbitration proceedings in respect of any current or former director, other officer, employee, worker or consultant or their dependants;
 - (c) is involved in, and there are no circumstances likely to give rise to (nor has any Group Company received notice of) any industrial or trade dispute or any dispute or negotiation between a Group Company and a significant number or category of its employees or with any employee representative or a trade union representing such

employees, and no such dispute, strike or other industrial action has occurred in the last 12 months which could reasonably be expected to have a Material Adverse Effect;

- 13.3 All contracts of employment between each Group Company and its employees are compliant with the applicable employment legislation, and there has been no breach by any Group Company of any applicable employment legislation (including immigration and work permit obligations).
- 13.4 No liability has been incurred by a Group Company for breach of any contract of employment, engagement or consultancy (including, without limitation, redundancy payments, protective awards, compensation for wrongful dismissal or unfair dismissal or for failure to comply with any applicable statutes, regulations, or any other requirements having the force of law, collective agreements, recognition agreements or any order for the reinstatement or re-engagement of any employee).
- 13.5 Each Group Company has discharged its obligations in full in relation to salary, wages, fees, commission, bonuses and all other benefits and emoluments relating to its employees, and to its directors.
- 13.6 The Disclosure Letter contains particulars of any current or pending Employment Claims against a Group Company.
- 13.7 Other than as set out in this Agreement, the entry by the Company into this Agreement and the transactions contemplated in this Agreement will not give rise to the payment, or the right for any employee of a Group Company to resign and demand payment, of any remuneration, payments or benefits or any enhancements or accelerations thereof from the Group Company to any employee or any other change to terms and conditions of employment whether in accordance with the standard terms and conditions of employment of such employee or otherwise.
- 13.8 Save as Disclosed no Group Company has:
- (a) any obligations or contingent liabilities in relation to, or practice of making payments to, any occupational pension scheme, personal pension scheme or other arrangement providing benefits on retirement, cessation of employment, ill health, injury or death;
 - (b) any obligation to pay redundancy or severance pay (whether binding or otherwise) in excess of applicable statutory requirements; or
 - (c) announced any proposal to enter into or establish any such scheme or arrangement as described in paragraph 13.8(a).
- 13.9 No amount due to a pension scheme (including National Pension Scheme Authority payments) from any Group Company is unpaid. All contributions due to a pension scheme including National Pension Scheme Authority payments) from a Group Company have been paid within the prescribed period.
- 13.10 Copies of all key consultancy agreements, together with terms upon which all workers engaged through agencies and casual workers are supplied and standard form terms upon which any workers are engaged, are Disclosed.

14 ESG Matters

- 14.1 Each Group Company has obtained and holds in the name of the appropriate Group Company and, where applicable, has filed every environmental permit required under or pursuant to Environmental Law and/or ESG Laws (as applicable) in connection with the conduct by each Group Company of its business and the ownership, use, exploitation or occupation by each Group Company of its assets and to the best of its knowledge and belief (having made due and careful enquiry). No circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.

- 14.2 To the best of the Company's information, knowledge and belief, no circumstances have arisen which would entitle any regulatory body to revoke, suspend, amend, vary, withdraw, transfer or refuse to amend any environmental permit or which might give rise to a claim against any Group Company which might reasonably be expected to have a Material Adverse Effect on the Group Company.
- 14.3 The Group has (to the best of its knowledge and belief, having made due and careful enquiry) made adequate financial provision for the costs to it of (i) compliance with Environmental Laws (including any applicable environmental permits); and (ii) implementing the recommendations contained in the any applicable report.
- 14.4 No Group Company has materially breached ESG Laws.
- 14.5 No Group Company has breached ESG Laws in a manner which would have a material impact on any Group Company or any third party.
- 14.6 No written notice or other allegation has been received by, or brought to the attention of, any Group Company to the effect that a Group Company has breached any ESG Laws.
- 14.7 No Group Company is carrying on or financing any activity on the Exclusion List.
- 14.8 No Group Company has committed any Financial Malpractice.
- 14.9 No Group Company has directed or knowingly permitted any person to commit any Financial Malpractice on its behalf.
- 14.10 The Group has in place procedures designed to prevent Group Companies and those acting on their behalf from committing any Financial Malpractice.
- 14.11 No proceeds of any illegal act or act related to drug trafficking, corruption, bribery, organised crime or terrorism have been received by any Group Company, directly or indirectly (including for the purchase of shares in any Group Company) or as a contribution to or otherwise to support the activities or business of any Group Company or the Group as a whole.
- 14.12 No poisonous, noxious, hazardous, polluting, dangerous or environmentally harmful substances or articles have been:
- (a) manufactured, produced, treated, kept at or deposited at the Properties; or
 - (b) transported, released or discharged from the Properties; or
 - (c) discharged into any river, stream, dam, public sewer or into any drain or sewer connecting to any river, stream, dam, public sewer or contaminated the land or water resources surrounding the Properties.
- 14.13 There are no deficiencies in the waste disposal arrangements carried on at or in respect of the Properties which might give rise to a failure by any Group to comply with any Environmental Laws, or which will or might harm the environment.
- 14.14 No Group Company uses chemicals that fall in class 1a or class 1b (The WHO Recommended Classification of Pesticides by Hazard) or any other chemical included on the Exclusion List.

15 Intellectual Property

- 15.1 A Group Company is the sole legal and beneficial owner of or has validly licensed to it all Business Intellectual Property Rights.
- 15.2 The Data Room and the Disclosure Documents contain true and accurate particulars of all registered Intellectual Property Rights, material unregistered Intellectual Property Rights owned

by any Group Company and all Intellectual Property Rights licenced to any Group Company. Each Group Company has registered or applied to registered Intellectual Property Rights in any jurisdiction where registration is necessary or otherwise advantageous.

- 15.3 All Intellectual Property Rights referred to in paragraph 15.1 are owned by the relevant Group Company free from any Encumbrance and such Intellectual Property Rights are valid, subsisting and enforceable.
- 15.4 So far as the Company is aware, there is not and has not been any infringement, misappropriation, misuse, violation or other unauthorised use by any Group Company of any Intellectual Property Rights of any person.
- 15.5 There is not and has not been any infringement, misappropriation, misuse, violation or other unauthorised use by any third party of any Intellectual Property Rights owned by a Group Company.
- 15.6 Any and all Intellectual Property Rights created or developed by any person employed by any Group Company in connection with the business of the Group were created or developed by persons employed on terms under which such Intellectual Property Rights vested in or were assigned to their employing Group Company on creation.
- 15.7 The Data Room and the Disclosure Documents contain complete particulars of the IT Systems used by the Group and any and all contracts in respect of those IT Systems (**IT Contracts**).
- 15.8 The IT Contracts referred to in paragraph 15.7 have been and are being complied with in all material respects and are not the subject of any claim, dispute or proceeding (pending or threatened), and there are no grounds on which such IT Contracts may be terminated for cause.
- 15.9 Each Group Company has all rights to use the IT Systems which are required for the operations of each Group Company and such IT Systems are in good working order and have not in the last 24 months suffered any failure, breakdown or security breach or suffered any loss, corruption or compromise of the data that they process.
- 15.10 Each Group Company has complied in all material respects with all applicable Data Protection Legislation and no Group Company is or has been the subject of any investigation relating to non-compliance with any applicable Data Protection Legislation in nor has any Group Company received any material written complaints from individuals about any Group Company's use of their personal data.

16 Insurance

- 16.1 Each Group Company has obtained and maintained insurance and indemnity policies (**Policies**) covering it, its assets and its directors against all such risks and liabilities (including loss of life) in such manner and amounts and on such terms and conditions as accord with good commercial practice having regard to the business and assets of such Group Company.
- 16.2 No claim is outstanding under any of the Policies.
- 16.3 All premiums which are due under the Policies have been paid.
- 16.4 No Group Company has not done anything or omitted to do anything which might vitiate any of the Policies or result in an increase in the premium payable in respect of any of the Policies.

17 Litigation and Compliance with Law

- 17.1 Save as Disclosed:

- (a) no civil, criminal, arbitration, administrative or other proceeding is pending or threatened by or against any Group Company or a person for whose acts or defaults any Group Company may be vicariously liable;
 - (b) there is no outstanding judgment, arbitral award or decision of a court, tribunal, arbitrator or governmental agency against any Group Company or a person for whose acts or defaults any Group Company may be vicariously liable; and
 - (c) there is not and has not been any governmental or other investigation, enquiry or disciplinary proceeding concerning any Group Company and none is pending or threatened.
- 17.2 Each Group Company has conducted its business and dealt with its assets in all material respects in accordance with all applicable legal and administrative requirements, including but not limited to compliance with each of the Animal Health Act, the Animal Identification Act and the Dairy Industry Development Act of Zambia (as amended from time to time).
- 17.3 Each Group Company has appropriate policies and procedures in place and has taken all necessary steps to prevent the outbreak of diseases (of animals and employees of Group Companies) and loss of animals.
- 17.4 Each Group Company has proper procedures and policies in place for the identification of its animals.
- 17.5 No Group Company is a party to any agreement, arrangement or concerted practice or is carrying on any practice which contravenes or is invalidated by any anti-trust, fair trading, consumer protection or similar legislation in any jurisdiction where the Company has assets or carries on business or in respect of which any filing, registration or notification is required or is advisable to be made (whether or not it has in fact been made).
- 17.6 All registers and minute books required by law to be kept by each Group Company have been properly written up and contain a materially complete and accurate record of the matters which should, by law, be recorded in them.
- 17.7 Each Group Company has at all times maintained adequate compliance manuals, anti-money laundering policies, compliance monitoring programmes and client on boarding policies for carrying on its business in accordance with applicable law and regulation, in all material respects.
- 17.8 The Company has complied with all requirements of the AIM Rules for Companies, Regulation (EU) No.596/2014 on market abuse (as amended), the Financial Services Act 2012, the Financial Services and Markets Act 2000 (together the **Regulations**) and the Company has adequate procedures, systems and arrangements in place to ensure compliance with the Regulations.

18 No Misleading Information

- 18.1 Any factual information (including pursuant to Further Enquiries) provided by any Group Company for the purposes of information provided to CDC by the Company prior to the date of this Agreement is true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated.
- 18.2 The financial projections contained in the information provided to CDC by the Company prior to the date of this Agreement have been prepared on the basis of recent historical information and on the basis of reasonable assumptions.
- 18.3 Nothing has occurred or been omitted from the information (including the Further Enquiries) provided to CDC by the Company prior to the date of this Agreement and no information has been given or withheld which results in the information contained in the information provided to

CDC by the Company prior to the date of this Agreement being untrue or misleading in any material respect.

19 Brokerage or Commissions

No person is entitled to receive a finder's fee, brokerage or commission from the Company in connection with this Agreement.

20 Insolvency

- 20.1 No Group Company is (i) insolvent under the respective applicable law of the jurisdiction of its incorporation or (ii) unable to pay its debts as they fall due, provided that a Group Company shall not be considered to be insolvent or unable to pay its debts as they fall due where shareholder funding is reasonably contemplated.
- 20.2 No receiver, receiver and manager or administrative receiver has been appointed in respect of any Group Company or in respect of the whole or any part of the assets or undertaking of any Group Company.
- 20.3 No order has been made and no resolution has been passed for the winding-up of any Group Company or for a liquidator to be appointed in respect of a Group Company, no meeting has been convened for the purpose of winding-up any Group Company and, so far as the Company is aware, no petition has been presented for such purpose.
- 20.4 No Group Company has entered into any compromise or arrangement with its creditors or any class of its creditors, commenced negotiations with its creditors with a view to rescheduling any of its indebtedness, petitioned for a suspension of payments or declaration of bankruptcy and, so far as the Company aware, no petition for such an order has been presented in respect of any Group Company.

21 Water rights and water reticulation system

- 21.1 Each Group Company has obtained all applicable water permits (including a right of storage, rights of abutment and rights of passage) (**Water Permits**), which it requires to carry on its business and the Company is compliant with all the requirements of the Water Resource Management Act No 21 2011 (the **Water Act**).
- 21.2 All Water Permits are registered pursuant to requirements of the Water Act.
- 21.3 No monies are outstanding to any Governmental Authority for any Water Permits.
- 21.4 There are no disputes or threatened disputes which may adversely affect any of the Group Company's Water Permits.
- 21.5 No Group Company has received any notice or order materially affecting the Water Permits issued to it from any government body or agency.

Schedule 4 Reserved Matters

1 Share capital

- 1.1 Other than as permitted pursuant to Schedule 8, the variation, creation, increase, re-organisation, consolidation, sub-division, conversion, reduction, redemption, repurchase, re-designation or other alteration of the share or loan capital of any Group Company or the variation, modification, abrogation or grant of any rights attaching to any such share or loan capital.
- 1.2 Other than pursuant to clause 11.12 of this Agreement, the entry into or creation by any Group Company of any agreement, arrangement or obligation requiring the creation, allotment, issue, transfer redemption or repayment of or the grant to a person of the right (conditional or not) (or any negotiation in respect of the same) to require the creation, allotment, issue, transfer, redemption or repayment of, a share in the capital or other securities (including any securities convertible into shares) of any Group Company (including, without limitation, an option or right of pre-emption or conversion) except, in each case, as may be expressly required by this Agreement or the New Articles.
- 1.3 Other than as permitted pursuant to Schedule 8, the capitalisation or application of any distributable reserves.
- 1.4 Any placing or offer of any Group Company's shares to third parties and the entry into any underwriting agreements with a financial institution in respect of such placing or offer.

2 Articles of Association

The alteration of the articles of association or equivalent constitutional documents of any Group Company or waiver of any provision thereof.

3 Winding up

The taking of steps, including the passing of any resolution, to:

- (a) wind up or dissolve any Group Company;
- (b) appoint an administrator or obtain an administration order in respect of any Group Company;
- (c) invite any person to appoint a receiver or receiver and manager of the whole or any part of the business or assets of any Group Company;
- (d) make a proposal for a voluntary arrangement under section 234 of the Companies Act (or equivalent legislation in the relevant jurisdiction) in respect of any Group Company;
- (e) obtain a compromise or arrangement under section 234 of the Companies Act (or equivalent legislation in the relevant jurisdiction) in respect of any Group Company or any moratorium or composition with its creditors; or
- (f) undertake in any jurisdiction any equivalent process for any of the foregoing.

4 Board Committees

Remove or appoint any member of any board committee of a Group Company or amend the terms of references of such committees.

5 Major disposals and acquisitions

- 5.1 The disposal otherwise than in the ordinary course of trading or business by any means (including, without limitation, by sale, transfer, assignment, lease or licence) by any Group Company of any asset or the whole or a significant part of its undertaking, in each case at a price or with a value of USD2 million or more (taken together with any related disposals), or where such disposal would cause the aggregate value for all such disposals by the Group in any one financial year to exceed USD2 million.
- 5.2 The acquisition otherwise than in the ordinary course of trading or business by any means (including, without limitation, by sale, transfer, assignment, lease or licence) by any Group Company of any asset at a price or with a value of USD2 million or more (taken together with any related acquisitions), or where such acquisitions would cause the aggregate value for all such
- 5.3 The acquisition or disposal by any Group Company of, or the entry into of any agreement by any Group Company to acquire or dispose of, any interest in real property with a value of USD 2 million or more.

6 Material change in nature of business

Any material change (including cessation) in the nature of the business (including the cessation or commencement of a business), or the jurisdiction of the place of central management and control, of any Group Company or in the case of a Group Company acquired after the date of this Agreement, in the nature of its business (including the cessation or commencement of a business), or the jurisdiction of the place of central management and control, as at the date of such acquisition or the commencement of any new business.

7 Accounting reference date, accounting policies and practices

The alteration of the accounting reference date of any Group Company or the alteration of any accounting policies, standards or practices of any Group Company except as required by law or to comply with changes to an accounting standard.

8 Executives and the chairman

- 8.1 In relation to the Company, the change, appointment or termination of the chairman, the chief executive officer, the chief financial officer and the chief operations officer.

9 Related party contracts

The entry into, termination or variation of any contract or arrangement between any Group Company and a director or shareholder of such Group Company or in which such director or shareholder is otherwise interested, unless on an arm's length basis.

10 Capital expenditure

Capital expenditure, including the entry into of any agreement to incur capital expenditure, of any Group Company which is greater than: (i) USD2 million (exclusive of VAT or overseas equivalent) in respect of any individual item of capital expenditure or (ii) USD15 million (exclusive of VAT or overseas equivalent) in aggregate in any twelve month period, treating the entering into by any Group Company of any lease, licence or similar obligation as capital expenditure of an amount equal to the rental and other payments payable by the Group as a result of that obligation.

11 Joint ventures

The entry by any Group Company into any partnership, consortium or other similar joint venture arrangement or any other unincorporated association with any person (other than with a Group Company).

12 Financing

- 12.1 Any Group Company incurring, or the entry by any Group Company into, any agreement or facility to obtain any borrowing, advance, credit or finance or any other indebtedness or liability in the nature of borrowing, other than pursuant to the Finance Documents except for trade credit in the ordinary and normal course of trading or as provided for in the Annual Budget.
- 12.2 The creation, extension or variation of any Encumbrance over any uncalled capital of, or the whole or part of any other undertaking or asset of, any Group Company or the giving of any guarantee, indemnity or security, or the entry into of any agreement or arrangement having a similar effect by any Group Company or the assumption by any Group Company of any liability, whether actual or contingent, in respect of any obligation of any person (except pursuant to the operation of title retention clauses, liens or credit card arrangements, in each case arising in the ordinary and normal course of trading, or pursuant to the Finance Documents).
- 12.3 The entry by any Group Company into any agreement or arrangement for the sale and lease-back of any asset save in the ordinary course of business.
- 12.4 Save as required by this Agreement or the Finance Documents, the making by any Group Company of an application to, or submission of any business plan or other information to, any financial institution or other third party with a view to obtaining finance.

13 Loans

The lending of money or granting of credit by any Group Company except:

- (a) credit given in the ordinary and normal course of trading of the Group's business; or
- (b) to a holding company or a wholly-owned subsidiary undertaking.

14 New subsidiaries, branches and investments

- 14.1 The incorporation of a new subsidiary undertaking of the Company (other than a wholly owned subsidiary).
- 14.2 The acquisition or disposal (however effected) by any Group Company of an interest in any shares in the capital of any body corporate, or in any instrument convertible into the share capital of any body corporate or the acquisition of any other interest in a company, business, undertaking or concern, including, without limitation, the acquisition or disposal of any share or marketable security which is traded on a recognised investment exchange or any other public securities market.

15 Annual Budget

Any amendment to the Annual Budget approved by CDC in accordance with clause 15.1(c) or any material divergence from the approved Annual Budget.

16 Mergers and amalgamations

Any amalgamation, demerger, merger, corporate reconstruction or consolidation of any Group Company however effected.

17 Expansion outside the Group

The expansion, development or evolution of the Group or the carrying on of its business otherwise than through the Group.

18 Agreements

The entry by any Group Company into any agreement or binding commitment to do any of the actions described in this Schedule 4.

Schedule 5 Conduct of Business

1 Business Undertakings

- 1.1 The Company shall, and shall procure that each other member of the Group shall:
- (a) subject to paragraph (b) below, carry on its business as a going concern in the way carried on prior to the date of this Agreement;
 - (b) comply with, and conduct its business and deal with its assets in accordance with, this Agreement, the Transaction Documents, its respective memorandum and articles of association (or equivalent documents) the Post-Completion Action Plan, the ESG Requirements, all policies formulated by the Group and all applicable legal, regulatory and administrative requirements in all relevant jurisdictions (including the rules of any stock exchange on which the Company's shares are registered or admitted to trading);
 - (c) obtain, maintain and comply with the terms of all licences, consents and authorisations whatsoever which may be required in relation to its business for the time being;
 - (d) maintain effective control systems in relation to the financial, accounting and record keeping functions of the Group;
 - (e) keep proper records and note in them true and complete entries of all its dealings and transactions in relation to its business;
 - (f) take all reasonable steps to protect any Confidential Information, Intellectual Property Rights and other assets of the Group; and
 - (g) ensure that all material decisions relating to it and its business are approved by its board of directors and in accordance with this Agreement,

and the Company shall notify the Directors promptly in writing if it becomes aware of any breach of this paragraph 1.1.

- 1.2 The Company shall notify the Directors upon becoming aware that a Related Party Transaction has been entered into other than in accordance with this Agreement.

2 Insurance

The Company shall procure that insurance cover for the Group is maintained at all times with a reputable insurance company against all such risks and liabilities in such manner and amounts and on such terms and conditions as shall accord with good commercial practice having regard to the business and assets of the Group. Such insurance shall be reviewed annually by the Company's insurance brokers.

Schedule 6 ESG Requirements

PART A ESG REQUIREMENTS

1 Compliance with law

Each Group Company shall comply with ESG Laws.

2 Working conditions and labour rights

Each Group Company shall:

- 2.1 not employ or make use of forced labour in accordance with ILO Convention No. 29 (Forced Labour) and ILO Convention No. 105 (Abolition of Forced Labour);
- 2.2 not employ or make use of child labour in accordance with ILO Convention No. 138 (Minimum Age) and ILO Convention No. 182 (Worst Forms of Child Labour);
- 2.3 pay wages which meet or exceed industry or legal national minima;
- 2.4 not discriminate in terms of recruitment, progression, terms and conditions of work and representation, on the basis of personal characteristics unrelated to inherent job requirements, including gender, race, colour, caste, disability, political opinion, sexual orientation, age, religion, social or ethnic origin, marital status, membership of workers' organisations, legal migrants, or HIV status (unless positive discrimination is permitted by law and is intended to address a historical imbalance);
- 2.5 adopt an open attitude towards workers' organisations and respect the right of all workers to join or form workers' organisations of their own choosing, to bargain collectively and to carry out their representative functions in the workplace in accordance with ILO Convention No. 87 (Freedom of Association and Right to Organise) and ILO Convention No. 98 (Right to Organise and Collective Bargaining);
- 2.6 provide reasonable working conditions including a safe and healthy work environment, working hours that are not excessive in accordance with ILO Convention No. 1 (Hours of Work (Industry)) and clearly documented terms of employment, respecting any collective bargaining agreements that are in place or (where these do not exist or do not address working conditions) or conditions established, by collective agreement or otherwise, for work in the trade or industry concerned in the area where the work is carried out;
- 2.7 provide an appropriate grievance mechanism that is available to all workers and where appropriate other stakeholders, and which includes grievances brought by those affected by the operation of the Group; and
- 2.8 implement policies and procedures for, and encourage, the reporting of wrongdoing and misconduct by staff, employees and contractors in their dealings with each other or with third parties that includes protection for the reporter and appropriate disciplinary action for anyone found to harass the reporter.

3 Exclusion List

- 3.1 The Company shall not (and the Company shall ensure that no other member of the Group will) carry on or finance any activity on the Exclusion List.
- 3.2 No Group Company may be formed without CDC's prior written consent form in any jurisdiction:

- (a) who has not undergone a peer review as part of the OECD's Global Forum on Transparency and Exchange of Information for Tax Purposes (**Global Forum**) or
- (b) following a phase 1 review has not been permitted by the Global Forum to proceed to a phase 2 review; or
- (c) has undergone a phase 2 review and has not received an overall rating from the Global Forum of 'compliant' or 'largely compliant'

4 Activities with greater environmental or social impact

4.1 If the activities of a Group Company involve or could be reasonably expected to involve:

- (a) significant air emissions (including of greenhouse gases), use of water or generation of liquid effluents, generation of hazardous or other solid wastes or resource use inefficiencies;
- (b) transactions that generate adverse community health and safety impacts;
- (c) the acquisition and/or use of land that will lead to the economic or physical displacement of communities;
- (d) significant negative impacts on biodiversity, habitat or ecosystem services, including without limitation (a) provisioning services such as food or timber, (b) regulating services such as water flow regulation, (c) cultural services such as sacred sites and (d) supporting services such as soil formation;
- (e) impacts to indigenous peoples (or other marginalised and vulnerable groups);
- (f) impacts to cultural heritage; or
- (g) other significant negative environmental or social impacts

then (i) the relevant IFC Performance Standards should be implemented, (ii) an appropriate stakeholder engagement plan should be developed in line with the applicable IFC Performance Standard, and (iii) an environmental and social impact assessment and/or issue specific action plan (e.g. a resettlement action plan) should be developed for any such activities.

4.2 If the activities of a Group Company could reasonably be expected to involve:

- (a) significant risks to the health and safety of workers or to other stakeholders, including affected communities, the Group Company shall assess and mitigate those risks, for example through a Health and Safety audit and action plan, in line with the relevant IFC Performance Standards;
- (b) coal-fired power, CDC must be satisfied that the use of coal is justified by the impact of the proposed activity by the Group Company and that no practicable alternatives exist;
- (c) significant emissions of greenhouse gases, ensure that adequate measures to reduce emissions to the extent possible and mitigate adverse climate impacts are implemented and that the Company reports to CDC on its emissions.

5 ESG Management System

5.1 The Company shall appoint senior operational officer(s) or other appropriate personnel satisfactory to CDC to be responsible for the implementation, operation and maintenance of the ESG Management System and shall consult with CDC prior to the removal or replacement (for whatever reason) of that any of such persons. Different officers or personnel may be responsible for different aspects of the ESG Management System.

- 5.2 The Company shall implement, maintain and continuously improve the ESG Management System, including deploying employees of sufficient expertise and seniority as is necessary for this purpose.
- 5.3 The ESG Management System shall be supervised by the ESG Committee. Supervision of the ESG Management System shall include:
- (a) overseeing implementation of the ESG Action Plan;
 - (b) quarterly reports to the Board on any material issue that has arisen as a result of the operation of the ESG Management System since the last meeting and an explanation as to how it is being dealt with;
 - (c) ensuring that the Group has the systems and resources (including employees of sufficient expertise and seniority) to understand and determine the applicability of the ESG Requirements to the Group and monitor the underlying ESG Laws, IFC Performance Standards and ILO Conventions for applicable changes;
 - (d) examining policies and procedures relating to the ESG Requirements and their implementation and making recommendations for their improvement to the Board;
 - (e) considering quarterly reports from management on the implementation of the ESG Action Plan;
 - (f) reviewing and approving the report to the Board required under clause 15.1(d);
 - (g) considering ESG assessment reports on new projects or acquisitions and veto projects where the reports advise that there is a material risk that the project, if consummated, would cause the Group to be in breach of the ESG Requirements; and
 - (h) appointing consultants to investigate alleged breaches of the ESG Requirements or the related policies and procedures of the Group.

6 Opportunities for environmental or social improvement

Each Group Company should consider the potential for positive environmental and social impact from their business activities and how these could also benefit the business, for example through cost savings, reduced staff turnover or improved stakeholder relations. These should include adopting, developing, offering or marketing:

- (a) products, services, skills or employment opportunities that could benefit community stakeholders;
- (b) a living wage that is sufficient to meet workers' needs; and
- (c) resource efficient, greenhouse gas reducing or low carbon technologies or working practices.

7 Business integrity

- 7.1 The Company shall not commit (and the Company shall ensure that no other Group Company or any agent or delegate commits) any Financial Malpractice or direct or knowingly permit any person to commit any Financial Malpractice on its behalf.
- 7.2 The Company shall procure that the Group:
- (a) upholds high standards of business integrity and honesty;

- (b) adopts and implements policies and practical procedures to prevent extortion, fraud, bribery, corruption and financial crime in accordance with local law requirements and international best practice, including anti-corruption and anti-money laundering best practice, including:
 - (i) the adoption and periodic review of a code of ethics which must incorporate a whistleblower policy, the anti-bribery and corruption policy (including explanations and procedures) in the agreed form and other appropriate business integrity and legal compliance policies to ensure compliance with applicable Business Integrity Laws (including prohibiting employees and contractors acting on the Group Company's behalf from promising, making or receiving gifts of substance in the course of business or making of payments as improper inducement to confer preferential treatment);
 - (ii) employee training programmes; and
 - (iii) appropriate due diligence procedures to evaluate the integrity and business history of persons and entities with whom they wish to transact;
- (c) properly records, reports and reviews financial and tax information and adopt internationally recognised accounting standards satisfactory to CDC;
- (d) establishes corporate governance practices appropriate to the size and nature of the business;
- (e) deals with regulators in an open and co-operative manner;
- (f) uses information received from its business partners only in the best interests of the business relationship and not for personal financial gain by any worker; and
- (g) ensures that employees and third parties providing material goods and services to any Group Company are contractually bound not to engage in any Financial Malpractice in the performance of employment or services on its behalf.

8 Sanctions

- 8.1 The Group shall institute and maintain internal procedures, consistent with its business and customer profile, to ensure that no member of the Group will enter into any transaction:
- (a) with, or for the benefit of, any person or entity listed on any list of specifically designated nationals or designated persons or entities held by a Sanctioning Body (each as amended, supplemented or substituted from time to time) (each a **Sanctions List**); or
 - (b) related to any activity prohibited by any Sanctioning Body.

Part B Exclusion List

- 1 The production of, or trade in:
- hazardous chemicals, pharmaceuticals, pesticides and wastes, as specified in the 2004 Stockholm Convention on Persistent Organic Pollutants; the 2004 Rotterdam Convention on the Prior Informed Consent Procedure for Certain Hazardous Chemicals and Pesticides in International Trade; the 1992 Basel Convention on the Control of Transboundary Movements of Hazardous Wastes and their Disposal and WHO Recommended Classification of Pesticides by Hazard Class 1a (extremely hazardous); or 1b (highly hazardous);

- ozone depleting substances, as specified in the 1999 Montreal Protocol on Substances that Deplete the Ozone Layer;
- endangered or protected wildlife or wildlife products, as specified in the 1975 Convention on International Trade in Endangered Species or Wild Flora and Fauna;
- any other product or activity deemed illegal under applicable local or national laws or regulations or subject to internationally agreed phase-outs or bans as defined in global conventions and agreements;
- arms (i.e. weapons, munitions or nuclear products, primarily designated for military purposes); or
- radioactive materials (excluding medical equipment, quality control (measurement) equipment and any equipment in which the radioactive source could reasonably be considered to be trivial or adequately shielded).

- 2 Production of, use of, or trade in unbonded asbestos fibres.
- 3 Unsustainable fishing methods such as blast fishing and drift net fishing in the marine environment using nets in excess of 2.5 kilometres in length.
- 4 Prostitution.
- 5 Gambling, gaming casinos and equivalent enterprises;
- 6 Tobacco or tobacco related products; or
- 7 Pornography.

Part C
Serious Incident Reporting Template

REPORT on ESG ISSUES/INCIDENT in [Name of Company]			
Date of report			
Company contact person			
Description of issue	<ol style="list-style-type: none"> 1. Date and time of incident. 2. Type of incident: environmental issue, fatality, alleged fraud or other. 3. Name of person/s involved/injured/deceased, if applicable 4. Narrative and contextual information. 5. Whether incident was work or non-work related. 6. Causes of incident. 7. Status of investigation. 8. Listing of parties involved in investigation (witnesses and staff, unions, police, other authorities and other parties. 9. Publicity 		
Follow-up Company management	<table border="0" style="width: 100%;"> <tr> <td style="width: 5%;">by</td> <td> <ol style="list-style-type: none"> 1. Company view of incident – degree of severity, possible uncertainties or disputed facts to be investigated. 2. Status of investigation. 3. Reports produced (and outstanding, if any). 4. Immediate actions taken by company and other parties. 5. Further actions to prevent re-occurrence of incident. 6. Monitoring/reporting arrangements to follow up on efficacy of actions taken. 7. Results to date of actions taken. </td> </tr> </table>	by	<ol style="list-style-type: none"> 1. Company view of incident – degree of severity, possible uncertainties or disputed facts to be investigated. 2. Status of investigation. 3. Reports produced (and outstanding, if any). 4. Immediate actions taken by company and other parties. 5. Further actions to prevent re-occurrence of incident. 6. Monitoring/reporting arrangements to follow up on efficacy of actions taken. 7. Results to date of actions taken.
by	<ol style="list-style-type: none"> 1. Company view of incident – degree of severity, possible uncertainties or disputed facts to be investigated. 2. Status of investigation. 3. Reports produced (and outstanding, if any). 4. Immediate actions taken by company and other parties. 5. Further actions to prevent re-occurrence of incident. 6. Monitoring/reporting arrangements to follow up on efficacy of actions taken. 7. Results to date of actions taken. 		
Conclusion	Next steps: whether to close the case, or proceed investigations, how to do so, and the rationale for it.		

Schedule 7 Management Certificate

Unless otherwise defined herein, capitalised terms shall have the meaning given to them in the investment agreement dated [] and entered into between CDC (as defined below) and Zambeef Products plc

I, the undersigned, confirm to CDC Group plc ("CDC") in connection with its proposed investment in Zambeef Products plc and its subsidiaries (the "Group" and each company a "Group Company") the following:

1. Convictions or disqualification

- a. I have never been charged with any criminal offence (other than minor traffic offences not punishable by a custodial sentence).
- b. No bankruptcy or analogous proceedings been brought in respect of me. I am not aware of any facts or circumstances in relation to me which might give rise to those proceedings.
- c. There are no reasons or circumstances which would disqualify me from being a director of a company listed in Zambia or the United Kingdom.

2. Business interests

- a. No agreements (oral or written) or arrangements exist between any Group Company on the one hand and me, members of my family or other persons or entities connected with or controlled by me on the other hand, save for:
 - i. my service agreement dated [●]
 - ii. my entitlement of [●] under [Zambeef share incentive plan]
 - iii. other agreements or arrangements as follows:

Name of business	Ownership interest (including equity percentage if applicable)	Value of interest (and currency)	Value of business with Group Company (per annum)	Good or services provided	Manager time commitment (per annum)

- b. save as provided in paragraph (a), I have no interest (as a shareholder, principal, creditor, director, employee or consultant) in any business or entity other than the Group, save for:

Name of business	Nature of interest (including equity percentage if applicable)	Manager time commitment (per annum)

- c. I am not subject to any restriction under an employment or other contract (whether or not that contract has expired) which purportedly prevents me from being a director or shareholder of a Group Company.
- d. I have not granted any claim, charge, lien, encumbrance or equity on or over or affecting any of my shares in the Group.

3. Business plan and accounts

- a. The business plan for the Group dated [●] has been properly prepared and makes reasonable assumptions (e.g. as to future costs and liabilities). (For the avoidance of doubt, I am not guaranteeing that the performance set out in the business plan will be achieved).
- b. I am not aware of any material fact or circumstance which would render the Group's interim accounts to 31 March 2016 incorrect or misleading in any respect.
- c. I am not aware of any act or omission after 31 March 2016 which was materially out of the ordinary course of business of the Group or would materially adversely affect any Group Company.
- d. I am not aware that any agreement between a Group Company and any material customer or supplier has been terminated, cancelled, otherwise ended or amended materially. No material customer or supplier of the Group has threatened to do any such thing.
- e. No Group Company is dependent on any single supplier for conducting its business.

4. Environmental, social and governance

- a. The Group upholds high standards of business integrity and honesty.
- b. I am not aware of any use of child labour, forced labour or unlawful discrimination by any Group Company or their suppliers.
- c. I am not aware of any material non-compliance with applicable laws (including those relating to environmental, social and business integrity matters) by a Group Company.
- d. I am not aware that any Group Company or its directors, officers or employees have offered, given or received bribes or facilitation payments (whether or not to public officials) or have been involved in any other corruption. The Group has procedures designed to prevent bribery and corruption.

5. Lock-up

- a. I shall not sell, transfer, mortgage, pledge or otherwise encumber or create a security interest in respect of my legal or beneficial interest in any of my Shares during the period of two years after the Completion Date, without the prior written consent of CDC[, provided that the transfer of my Shares pursuant to the enforcement of the following security interest created in respect of my Shares prior to the date of this Agreement [*details of any security interest*], which shall not require the prior written consent of CDC].

Each of the confirmations above is given based on my actual knowledge only as at the date of this certificate.

EXECUTED and DELIVERED as a DEED)

By [])

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

Schedule 8

Terms and conditions of the Preference Shares

The Preference Shares shall have the following rights:

1 Income

- 1.1 Out of the profits available for distribution, Preference Shareholders shall be entitled to receive the same dividend per Preference Share as the Ordinary Shareholders are entitled to receive per Ordinary Share (**Preference Share Dividend**).
- 1.2 The Preference Share Dividend shall be paid at the same time as any dividend paid to the Ordinary Shareholders.
- 1.3 The Preference Share Dividend, shall following a resolution of the Directors declaring the Preference Share Dividend, become a debt due from and immediately payable by the Company to Preference Shareholders.
- 1.4 The Company shall pay the Preference Share Dividend to such bank accounts as Preference Shareholders may notify to the Company in writing from time to time.

2 Voting

- 2.1 Each Preference Shareholder shall, in respect of its Preference Shares, have the right to receive notice of, attend and speak at every general meeting of the Company and shall have the right to vote at such meetings.
- 2.2 The Preference Shares shall have the right to four votes for every five Preference Shares held, provided that if one of the following events occurs, each Preference Share shall, at the Preference Shareholders' sole option and on notice to the Company, carry the right to three votes:
 - (a) the Company fails to convert any Preference Shares into Ordinary Shares on the Preference Shareholders' request (pursuant to paragraph 3 below); or
 - (b) an ESG Default occurs in respect of a Group Company.

3 Capital

- 3.1 On any liquidation, dissolution or winding up of the Company (**Liquidation Event**), the proceeds from the Liquidation Event remaining after the payment of the Company's liabilities shall (to the extent that the Company is lawfully able to do so) be distributed as follows:
 - (a) first, a sum equal to any arrears accruals of the Preference Share Dividend up to the Conversion Date;
 - (b) second, each Preference Shareholder will receive the Redemption Price per Preference Share held; and
 - (c) third, any remaining funds will be distributed proportionately among the Ordinary Shareholders.

4 Conversion

- 4.1 Subject to paragraph 5.5, each Preference Shareholder shall be entitled to convert all or part of its Preference Shares into Ordinary Shares (**Conversion**) at any time on giving the Company

30 Business Days' written notice (**Conversion Notice**). The relevant Preference Shares shall convert on the date specified in the Conversion Notice (**Conversion Date**) unless redeemed by the Company beforehand in accordance with the provisions of this Schedule 8.

- 4.2 The number of Ordinary Shares into which the Preferences Shares convert shall be determined in accordance with the following formula (the **Conversion Formula**):
- (a) if the Preference Shares are being converted before the eighth anniversary of Completion, each Preference Share shall convert into one Ordinary Share; or
 - (b) if the Preference Shares are being converted after the eighth anniversary of Completion, each Preference Share shall convert into 3.0833 (recurring) Ordinary Shares (rounded down to nearest whole number of Ordinary Shares).
- 4.3 If a person (or persons acting in concert) (**Offeror**) makes an offer to the Shareholders for 25 per cent or more of the Ordinary Shares (excluding any existing holding of Ordinary Shares of the Offeror) (**Takeover Offer**), then CDC shall have the right to participate in the Takeover Offer by converting all or part of its Preference Shares into Ordinary Shares:
- (a) on the basis of one Ordinary Share for each Preference Share, where the offer price pursuant to the Takeover Offer (**Offer Price**) is equal to, or is more than USD 0.555 per Ordinary Shares;
 - (b) on the basis of 1.52 Ordinary Shares for each Preference Share, where the Offer Price is equal to, or is more than USD 0.365 but less than USD 0.555; or
 - (c) on the basis of 3.0833 (recurring) Ordinary Shares for each Preference Share, where the Offer Price is less than USD 0.365 per Ordinary Shares.
- 4.4 The Company shall notify the Preference Shareholders of a Takeover Offer within five Business Days of the Company being notified or becoming aware of a Takeover Offer. The Preference Shareholders may notify the Company in writing of their intention to exercise their right of Conversion pursuant to paragraph 4.3 at any time prior to the deadline for Ordinary Shareholders to accept the Takeover Offer. Conversion of the Preference Shares shall be conditional on the Takeover Offer becoming wholly unconditional and shall take effect immediately prior to the completion of the Takeover Offer.
- 4.5 On any Conversion pursuant to clause 4.2(b), 4.3(b) or 4.3(c), where the number Ordinary Shares to be received pursuant to the Conversion exceeds the number of Preference Shares being converted, the excess Ordinary Shares shall be paid up by way of capitalisation of share premium account.
- 4.6 The Company shall maintain:
- (a) sufficient distributable reserves or share premium account to enable a Conversion; and
 - (b) sufficient authorised share capital to issue the Ordinary Shares pursuant to a Conversion.
- 4.7 Each Preference Shareholder exercising its right to convert its Preference Shares shall deliver its share certificate (or an indemnity in a form reasonably satisfactory to the Company for any lost share certificate) for the Preference Shares being converted (together with such other evidence (if any) as the Company may reasonably require to prove good title to such Preference Shares) to the Company at its registered office for the time being.
- 4.8 On the Conversion Date, the relevant Preference Shares shall unless redeemed prior to Conversion (without any further authority than that contained in this Schedule 8) stand converted into Ordinary Shares on the basis of the Conversion Formula and the Ordinary Shares resulting from the conversion shall rank *pari passu* in all respects with the existing issued Ordinary Shares in the capital of the Company.

- 4.9 On the Conversion Date, the Company shall enter the holder of the converted Preference Shares on the register of the Ordinary Shareholders of the Company as the holder of the relevant number of Ordinary Shares arising on conversion of the relevant Preference Shares and, subject to paragraph 4.5, the Company shall within five (5) Business Days of the Conversion Date, deliver a definitive share certificate for the relevant number of Ordinary Shares to such Preference Shareholder.
- 4.10 If any consolidation or sub-division or reduction of capital or return of capital or dividends or other reconstruction or adjustment relating to the equity share capital of the Company and any other amalgamation or reconstruction affecting the equity share capital of the Company (**Reorganisation**) shall take place prior to any Conversion, the Conversion Formula shall be adjusted accordingly to take into account the effect of the Reorganisation.
- 4.11 On Conversion, any fractional Shares and corresponding voting rights shall be rounded down to the nearest whole number.
- 4.12 On Conversion, the Company shall use its best endeavours to procure that any Ordinary Shares issued to the Preference Shareholder as a result of the Conversion are registered with SEC and LUSE and admitted to trading on AIM.

5 Redemption

- 5.1 Subject to paragraphs 5.2 and 5.3, the Company shall have the right to redeem all or part of the Preference Shares at the Redemption Price in accordance with Section 59 of the Companies Act (**Redemption**). The Company shall give 30 Business Days' written notice (**Redemption Notice**) to the Preference Shareholders of its intention to carry out a Redemption.
- 5.2 If a Redemption Notice is served:
- (a) during the five years following Completion, such Redemption shall not result in CDC's shareholding in the Company falling below the CDC Core Holding; and
 - (b) after the fifth anniversary of Completion and such Redemption would result in CDC's holding of Preference Shares falling below 70,000,000 Preference Shares, the Company shall redeem all of CDC's Preference Shares.
- 5.3 The right of the Company to redeem Preference Shares pursuant to paragraph 5.1 shall be subject to the right of the Preference Shareholders to convert the Preference Shares that are the subject of a Redemption Notice. If a Conversion Notice is not served during the 30 Business Days following receipt of a Redemption Notice (**Conversion Period**), then the Company may proceed with the Redemption within 120 days after the earlier of (i) the expiry of the Conversion Period; and (ii) receipt of written confirmation from the relevant Preference Shareholders that they do not intend to serve a Conversion Notice. If there is no Redemption within such 120 day period, then the Preference Shareholders shall be entitled to convert their Preference Shares in accordance with the provisions of this Schedule 8.
- 5.4 On the Redemption Date, the Company shall pay the Redemption Price on each of the Preference Shares redeemed. At the same time, it shall pay any arrears or accruals of the Preference Share Dividend due on the Redemption Date. The Preference Share Dividends on the redeemed shares shall stop accruing from the date on which the Redemption Price is paid.
- 5.5 On any Redemption Date, the Company shall pay to each registered Preference Shareholder the Redemption Price, following which the redeemed Preference Shares shall be deemed to be cancelled pursuant to Section 58(8)(a) of the Companies Act and each holder of a redeemed Preference Share shall surrender to the Company the certificate for the Preference Shares that are redeemed (or an indemnity in a form reasonably satisfactory to the Board in respect of any lost share certificate) for cancellation by the Company. If any certificate (or indemnity) so surrendered includes any Preference Shares that are not redeemed at that time, the Company shall issue a new share certificate for the balance of the Preference Shares which have not

been redeemed. If there is more than one Preference Shareholder, any redemption shall be made among such holders pro rata (as nearly as possible) to their respective holdings.

- 5.6 The Company shall not redeem more than such number of Preference Shares as it is lawfully able to redeem. If there is more than one Preference Shareholder, the Preference Shares shall be redeemed in proportion to each Preference Shareholder's holding of Preference Shares.
- 5.7 If CDC elects to convert some or all of its Preference Shares (other than a Conversion pursuant to paragraph 4.3) and such Conversion would result in CDC holding more than 34.9 per cent of the issued Ordinary Share capital, the Company shall be entitled to redeem such number of Preference Shares elected to be converted by CDC at the Redemption Price, as is required to ensure that CDC's holding of the Company will not exceed 34.9 per cent of the issued Ordinary Share capital following Conversion, provided that this paragraph 5.7 shall cease to apply from and including the date falling eight years after the Completion Date.

6 Further Issues and Variation of Rights

- 6.1 The Company shall not create or issue any other preference share ranking in some, all or any respects in priority to the Preference Shares.
- 6.2 The special rights attached to the Preference Shares may be varied with the consent of Preference Shareholders representing 75 per cent of the Preference Shares in issue but not otherwise.

**Schedule 9
Approved Charities**

Charity	Maximum donation per annum (USD)
Animal Welfare	5,000
Kamwala Hospice	5,000
Kalingalinga Hospice	15,000
Liteta	18,000
Mothers of Mercy Chilanga	5,000
Pastoral Centre	10,000
Kasisi Mission	12,000
Mother Theresa Lusaka	5,000
Beit cure	12,000
Chainda st Theresa Parish	12,000
Contesa (Kabwe)	5,000
Mpongwe Mission Hospital	5,000
Mamawaluse- Kitwe	5,000
Palabana Children's Village	5,000
Kulamba Kubwalo of Central Province	10,000
Chakwela Makumbi of Lusaka Province	10,000
Maliko Malende Lwindi Ceremony of Southern Province	10,000
Kuomboko Ceremony of Western Province	20,000

Schedule 10
Zambeef Group Debt Summary

ZAMBEEF GROUP DEBT SUMMARY

OVERDRAFT/WORKING CAPITAL					
LENDER	TYPE	MARGIN	RATE	LIMIT (USD)	CURRENT SECURITY
Citibank	Overdraft	1Y LIBOR + 5.5%	6.72%	5,000,000	Parri Passu debenture with SCB, Stanbic, Zanaco (K8m & \$10m)
Citibank	Overdraft (Zamleather)	1Y LIBOR + 5.5%	6.72%	100,000	Floating Charge over Zamleather assets & Zambef Guarantee
Standard Chartered	Overdraft	1M LIBOR + 6%	6.44%	2,000,000	Parri Passu debenture with Citi, Stanbic, Zanaco (\$5m)
Standard Chartered	CWA	3M LIBOR + 5.5%	6.13%	20,000,000	Chg over grain stocks (RTC \$34m); Agric. Chg (\$24m) & Multi-peril crop insurance (\$24m)
Stanbic Bank	Overdraft	3M LIBOR + 5.92%	6.55%	6,277,526	Parri Passu debenture with Citi, SCB, Zanaco (K112.5m)
Sub-Total USD				\$33,377,526	
LENDER	TYPE	MARGIN	RATE	LIMIT (ZMW)	SECURITY
Citibank	Overdraft	BPR + (182 Day TB - BPR) + 2.5%	28.25%	35,000,000	Parri Passu debenture with SCB, Zanaco, SCB (K8m & \$10m)
Citibank	Overdraft (Zamleather)	BPR + (182 Day TB - BPR) + 2.5%	28.25%	137,000	Floating Charge over Zamleather assets & Zambef G'tee
ZANACO Bank	Overdraft	BPR + 12%	27.50%	98,300,000	Parri Passu debenture with Citi, SCB, Stanbic (\$4m & K57.5m)
Standard Chartered	Overdraft	BPR + 12%	27.50%	30,000,000	Parri Passu debenture with Citi, Stanbic, Zanaco (\$5m)
Stanbic Bank (ZAMHATCH)	Overdraft	BPR + 13.5%	29.00%	12,700,000	Floating charge/debenture over Zamhatch assets
Stanbic Bank	Overdraft	BPR + 13.5%	29.00%	42,000,000	Parri Passu debenture with Citi, SCB, Zanaco (K112.5m)
Sub-Total ZMW				ZMW 218,137,000	

Total W/Cap Limits (USD terms) **\$54,152,478.38**

TERM LOANS					
LENDER	ORIGINAL LIMIT (USD)	MARGIN	RATE	BALANCE (USD)	SECURITY
DEG 2 - US\$	25,000,000	6M LIBOR + 4.55%	5.45%	3,580,000	1st legal mtge Sinazongwe @ 4906, 18835/M, 18836/M & Chiawa @ 10097, 5063, 8409/M
DEG 3 - US\$ (Zampalm)	10,000,000	6M LIBOR + 4.25%	5.15%	9,230,000	2nd legal mtge Sinazongwe @ 4906, 18835/M, 18836/M & Chiawa @ 10097, 5063, 8409/M
IFC 1 - US\$	7,000,000	6M LIBOR + 4.75%	5.65%	1,909,091	1st legal mtge Novatek Stockfeed @ 9070, 9071 & 9074
IFC 1 - US\$ (Nigeria)	3,000,000	6M LIBOR + 4.75%	5.65%	850,909	Floating charge on assets + Zambef G'tee
IFC 2 - US\$	20,000,000	6M LIBOR + 4.75%	5.65%	17,241,379	1st legal mtge Mpongwe farm @ 4450, 4451 & 5388
Sub-Total US\$	\$65,000,000		5.51%	\$32,811,379	
LENDER	ORIGINAL LIMIT (ZMW)	MARGIN	RATE	BALANCE (ZMW)	SECURITY
Zanaco Loan - ZMW	46,500,000	BPR + 4.75%	20.25%	33,214,286	1st legal mtge over Zambef Head Office @ Plot 4970, Manda Road
IFC 2 Loan - ZMW	49,600,000	91 TB + 4.45% + ZMW swap	27.25%	42,758,621	1st legal mtge Mpongwe farm @ 4450, 4451 & 5388
Sub-Total ZMW	ZMW 96,100,000		23.75%	ZMW 75,972,906	

Total Loans (USD terms) **\$40,046,894.23**

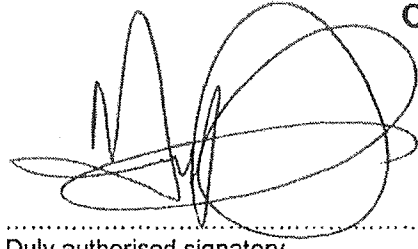
ASSET FINANCE					
LENDER	LIMIT	MARGIN	RATE	BALANCE	SECURITY
Stanbic - US\$	2,000,000	3M LIBOR + 3.75	4.38%	1,428,082	1st Fixed Charge over assets financed
Stanbic - ZMW	25,000,000	BPR + 13.5%	29.00%	20,210,433	

Total Leases (USD terms) **\$4,380,952**

Mark Kenderdine-Davies
General Counsel
CDC Group plc

SIGNED and DELIVERED as a DEED by CDC)
GROUP PLC)

In the presence of:)



AT 21:57 PM
LONDON, UK
AT 22:57 PM
ZAMBIA

.....
Duly authorised signatory

Signature of witness:

Name:

Address:

Occupation:

Russell Hogg
.....
RUSSELL HOGG
.....
123 VICTORIA STREET
.....
LONDON SW1E 6DE
.....
LAWYER
.....

SIGNED and DELIVERED as a DEED by)
ZAMBEEF PRODUCTS PLC)

In the presence of:)

.....
Duly authorised signatory

Signature of witness:

Name:

Address:

Occupation:

.....
.....
.....
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.....

**SIGNED and DELIVERED as a DEED by CDC)
GROUP PLC)**

In the presence of:)

.....
Duly authorised signatory

Signature of witness:

Name:

Address:

Occupation:

**SIGNED and DELIVERED as a DEED by)
ZAMBEEF PRODUCTS PLC)**

In the presence of:)



At 23.28pm
LUSAKA ZAMBIA
At 22.28pm
UK

.....
Duly authorised signatory

Signature of witness:
JMM wanza

Name:
Jacob M. Mwanza

Address:
*277 Dunderdzer Chesedza Cr.
Longavere, Lusaka*

Occupation:
Board Chairman, Zambef PLC