

Land and Agricultural Development Bank of South Africa

(JSE Code: BILB)

(“**Land Bank**” or the “**Issuer**”)

AGENCY INSTRUCTION FORM- RELATING TO THE BUY-BACK OFFER INVITATION TO NOTEHOLDERS TO OFFER TO SELL THE BUY-BACK OFFER NOTES PER SENS OF 15 JANUARY 2020

1. Words and expressions in this SENS announcement shall bear the meaning as defined in SENS announcement of the Issuer dated 15 January 2021 and shall bear the same meanings where used herein, except where the context requires otherwise or unless otherwise stated.
2. In the SENS announcements of 11 January 2021 and 15 January 2021, the Issuer offered to buy-back certain Buy-Back Offer Notes. If you are a Noteholder who wishes to accept the invitation to trade your Buy-Back Offer Notes with Land Bank, but you are either not a member of the JSE or you do not have access to the Nutron Trading System in order to book the necessary trades pursuant to the Buy-Back Offer Invitation, you can authorise the necessary booking through a broker or, alternatively you can authorise and instruct Land Bank as your agent, to facilitate the booking of your client leg of the trade under your instruction in accordance with the terms of the agency instruction form (“**Agency Instruction Form**”) annexed hereto as **Annexure A**.
3. If you require Land Bank to book the trades as your agent on your behalf or, in Land Bank’s discretion, procure the booking of the trades, please complete the annexed Agency Instruction Form in full and return the duly completed and signed Agency Instruction Form to Land Bank on the terms set out in the Agency Instruction Form :
 - 3.1. Only duly completed and signed Agency Instruction Forms will be accepted.
 - 3.2. For a Noteholder to validly authorise and instruct Land Bank to book a trade/ procure the booking of the trade on the Noteholder’s behalf, the duly completed and signed Buy-Back Instruction Form, together with the duly completed and signed Agency Instruction Form, must be sent by email to Land Bank by **12h00** on the Buy-Back Offer Closing Date to:

To: **Land and Agricultural Development Bank of South Africa**
Attention: GM: Treasury
Re: Land Bank Buy-Back Offer
E-mail address: TenderOffer@landbank.co.za

No other form of communication will be accepted.

28 January 2021

Enquiries

Land and Agricultural Development Bank of South Africa

Attention: GM: Treasury

Re: Land Bank Buy-Back Offer

E-mail address: TenderOffer@landbank.co.za

Debt Sponsor

The Standard Bank of South Africa Limited, acting through its Corporate and Investment Banking division
(registration number: 1962/000738/06)

Contacts: Ms Natalie Di-Sante

Email: Natalie.di-sante@standardbank.co.za

Tel: +27 (0) 11 721 6125

End

Annexure A

AGENCY INSTRUCTION FORM

To: **The Land and Agricultural Development Bank of South Africa**

Attention: GM: Treasury

Re: Land Bank Buy-Back Offer

E-mail address: TenderOffer@landbank.co.za

Please complete in full:

Name of Issuer	The Land and Agricultural Bank of South Africa
E-mail address	TenderOffer@landbank.co.za
Attention	GM: Treasury: Land Bank Buy-Back Offer
Noteholder name and Fund Manager	1. Beneficial Noteholder name: 2. Fund Manager (if applicable): 3. Fund Administrator (if applicable):
contact person	1. Fund Manager: 2. Fund Administrator:
email address	1. Fund Manager: 2. Fund Administrator:
telephone number	1. Fund Manager: 2. Fund Administrator:
CSDP	
J-Code (also known as UNEXCOR code)	
Cash Account Number	
Script Account Number	

1. Appointment of Land Bank as Agent

I/We, being the registered owner of beneficial interests / duly authorised representative of the holder(s) of the Buy-Back Offer Notes, specified in the Buy-Back Instruction Form that accompanies this Agency instruction Form (the “**Instructing Party**”) hereby appoint, authorise and instruct Land Bank, as my agent, to book, or, in Land Bank’s discretion, procure the booking of the trades set out in the Buy-Back Instruction Form on the terms set out therein, for and on behalf of such holder(s) of the Buy-Back

Offer Notes. Land Bank will remain responsible for carrying out these instructions as agent, but may utilise the services of third parties to assist in procuring the booking of the trades (“**Service Providers**”).

2. **No Fee**

Land Bank will not charge a fee for providing the agency services contemplated in this Agency Instruction Form, and any fee charged by any Service Provider as contemplated in this Agency Instruction Form, shall be for the account of Land Bank.

3. **Limitation of Liability and Indemnity**

- 3.1. Neither Land Bank nor any Service Provider shall have any liability in contract, delict or otherwise (including liability for negligence) to any holder(s) of the Buy-Back Offer Notes or the Instructing Party, arising out of or in connection with carrying out the trades and/or instructions for and on behalf of the holder(s) of the Buy-Back Offer Notes or the Instructing Party, for any loss or damages whatsoever, howsoever arising, including indirect or consequential loss and/or damage, loss of profits, penalties and/or loss of business, revenue, data, anticipated savings or wasted expenditure, or damage to goodwill (in each case whether direct or indirect).
- 3.2. The holder(s) of the Buy-Back Offer Notes specified in the Buy-Back Instruction Form and the Instructing Party hereby agree to defend, indemnify and hold harmless the Land Bank and its directors, officers and employees and the Service Providers, (the “**indemnified parties**”) against any and all claims, losses, damages, liabilities, costs and expenses, including attorneys’ fees and court costs which the indemnified parties may suffer or incur as a result of, or which may arise from or in connection with the trades or any failure to carry out any trade specified in this Agency Instruction Form read together with the Buy-Back Instruction Form.
- 3.3. If, by reason of any event of *force majeure*, the Land Bank or any Service Provider is or will be delayed in, or prevented from, performing any of its obligations contemplated in this Agency Instruction Form, then such delay or non-performance shall not be deemed to be a breach of the terms of this Agency Instruction Form and no damages may be claimed against Land Bank or any Service Provider by reason thereof.
- 3.4. Payment will only be made to Beneficial Owners accounts already verified with the CSD. No third party payments will be accommodated.

For and on behalf of myself/each of the Beneficial Owners set out in the Buy-back Instruction Form.

Fund Manager / Beneficial Owner

Name

Signature

(who warrants that he/she is duly authorised thereto)

Name of signatory: _____

Capacity (e.g. Director) _____

Date: _____

Place: _____