
APPLICABLE PRICING SUPPLEMENT

Capital Harvest Finance (RF) Limited
*(Incorporated in South Africa as a company with limited liability under
registration number 2021/867674/06)*

**Issue of ZAR100,000,000 Senior Alpha Notes under its
ZAR10,000,000,000 Asset-Backed Note Programme**

This document constitutes the Applicable Pricing Supplement relating to the issue of Notes described in this Applicable Pricing Supplement.

This Applicable Pricing Supplement must be read in conjunction with the Programme Memorandum issued by Capital Harvest Finance (RF) Limited dated 30 November 2021. To the extent that there is any conflict or inconsistency between the contents of this Applicable Pricing Supplement and the Programme Memorandum, the provisions of this Applicable Pricing Supplement shall prevail.

Any capitalised terms not defined in this Applicable Pricing Supplement shall have the meanings ascribed to them in the section of the Programme Memorandum entitled "*Terms and Conditions of the Notes*". References in this Applicable Pricing Supplement to the Terms and Conditions are to the section of the Programme Memorandum entitled "*Terms and Conditions of the Notes*". References to any Condition in this Applicable Pricing Supplement are to that Condition of the Terms and Conditions.

The Issuer certifies that to the best of its knowledge and belief there are no facts that have been omitted from this Applicable Pricing Supplement which would make any statement false or misleading and that all reasonable enquiries to ascertain such facts have been made and that this Applicable Pricing Supplement contains all information required by Applicable Law and the CTSE Debt Listings Requirements. The Issuer accepts full responsibility for the accuracy of the information contained in this Applicable Pricing Supplement, the Programme Memorandum, its annual financial statements and any amendments or supplements to the aforesaid documents from time to time, except as otherwise stated therein.

The CTSE takes no responsibility for the contents of the Programme Memorandum, this Applicable Pricing Supplement or the Issuer's annual financial statements, and any amendments or supplements to the aforesaid documents. The CTSE makes no representation as to the accuracy or completeness of the Programme Memorandum, this Applicable Pricing Supplement and/or the Issuer's annual financial statements, and any amendments or supplements to the aforementioned documents and expressly disclaims any liability for any loss arising from or in reliance upon the whole or any part of the aforementioned documents. The CTSE's approval of the registration of the Programme Memorandum and the listing of the Notes on the CTSE, is not to be taken in any way as an indication of the merits of the Issuer or of the Notes and that, to the extent permitted by Applicable Law, the CTSE will not be liable for any claim whatsoever.

DESCRIPTION OF THE NOTES

1	Issuer	Capital Harvest Finance (RF) Limited
2	Status and Class of the Notes	Senior Alpha Notes
3	Stock Code	4CHFS1
4	Tranche number	1
5	Series number	1
6	International Securities Identification Number (ISIN)	ZAG400000163
7	Aggregate Principal Amount of this Tranche	ZAR100,000,000
8	Total Aggregate Principal Amount of all Tranches	ZAR100,000,000
9	Trade Date	8 June 2022
10	Issue Date	10 June 2022
11	Minimum Denomination per Note	ZAR1,000,000
12	Issue Price	100%
13	Applicable Business Day Convention	Following Business Day
14	Interest Commencement Date	10 June 2022
15	Step-Up Dates	The Amortisation Date or the Business Day immediately after the delivery of an Enforcement Notice
16	Scheduled Redemption Date	28 April 2023
17	Legal Final Maturity Date	28 April 2023
18	Use of Proceeds	The net proceeds of the issue of this Tranche will be used to acquire Participating Assets and to fund the Liquidity Reserve up to the Liquidity Reserve Required Amount
19	Specified Currency	Rand
20	Set out the relevant description of any additional/other Terms and Conditions relating to the Notes	N/A
21	Asset Acquisition Pre-Funding Amount	ZAR121,000,000

22	Asset Acquisition Pre-Funding Period	The period commencing on (and including) the Issue Date and ending on (and including) 28 January 2023
23	Junior Loan Facility Amount	ZAR37,000,000, which equals 3.1% of Total Debt
24	Liquidity Reserve Required Amount	2.5% of Total Debt
25	Calculation Agent, Paying Agent and Transfer Agent	Africa Frontier Capital
26	Specified Office of the Calculation Agent, Paying Agent and Transfer Agent	As per the Programme Memorandum

FIXED RATE NOTES

27	Fixed Interest Rate	N/A
28	Interest Payment Date(s)	N/A
29	Interest Period(s)	N/A
30	Any other items relating to the particular method of calculating interest	N/A

FLOATING RATE NOTES

31	Interest Payment Dates	
	(a) during the Revolving Period	28 January, 28 April, 28 July and 28 October of each year or if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in item 13 of this Applicable Pricing Supplement), provided that the first Interest Payment Date will be 28 July 2022.
	(b) During the Amortisation Period	The 28 th day of each calendar month or if such day is not a Business Day, the Business Day on which the interest will be paid, as determined in accordance with the applicable Business Day Convention (as specified in item 13 of this Applicable Pricing Supplement).
32	Interest Periods	Each period of three months commencing on (and including) an Interest Payment Date and ending on (but excluding) the following Interest Payment Date; provided that the first

Interest Period will commence on (and include) the Interest Commencement Date and end on (but exclude) the following Interest Payment Date (each Interest Payment Date as adjusted in accordance with the applicable Business Day Convention).

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|----|--|---|
| 33 | Reference Rate (including relevant period by reference to which the Interest Rate is to be calculated) | |
| | during the - | |
| | (a) Revolving Period | Three Month JIBAR, except for the first Interest Period where interpolated JIBAR will be used |
| | (b) Amortisation Period | One Month JIBAR |
| 34 | Margin/Spread for the Interest Rate | 140 basis points per annum to be added to the relevant Reference Rate |
| 35 | Margin/Spread for the Step-Up Rate | 195 basis points per annum to be added to the relevant Reference Rate |
| 36 | Rate Determination Date | The first Business Day of each Interest Period |
| 37 | If Interest Rate to be calculated otherwise than by reference to the previous sub-clause, insert basis for determining Interest Rate/Margin/Fall back provisions | N/A |
| 38 | Payments during the Amortisation Period (if applicable) | During the Amortisation Period, payment of interest and principal will be made by the Issuer on the 28 th day of each calendar month in accordance with the Pre-Enforcement Priority of Payments during the Amortisation Period or, if such day is not a Business Day, the Business Day as determined in accordance with the Applicable Business Day Convention (as specified in item 13 of the Applicable Pricing Supplement) |

OTHER NOTES

- | | | |
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| 39 | If the Notes are not Fixed Rate Notes or Floating Rate Notes, or if the Notes are a combination of the above and some other Note, set out the relevant description any | N/A |
|----|--|-----|


additional Terms and Conditions relating to such Notes

GENERAL

40	Additional selling restrictions	N/A
41	Method of distribution	Private Placement
42	Financial Exchange	CTSE
43	Rating assigned to the Notes issued in terms of this Applicable Pricing Supplement	A1+(za)(sf)
44	Rating Agency	Global Credit Rating Company Proprietary Limited
45	Governing Law	South Africa
46	Last Day to Register	By 17h00 on 23 January, 23 April, 23 July and 23 October of each year, or if such a day is not a Business Day, the Business Day immediately preceding the Books Closed Period
47	Books Closed Period	The Register will be closed from 24 January to 27 January (both days inclusive), from 24 April to 27 April (both days inclusive), from 24 July to 27 July (both days inclusive) and from 24 October to 27 October (both days inclusive) until each relevant Scheduled Redemption Date or the Legal Final Maturity Date, as the case may be
48	First Measurement Date	The first Measurement Date will be 30 June 2022
49	Additional Information	N/A
50	Portfolio Covenants	See Appendix A
51	Investor Report	As long as the Notes are listed on the CTSE, the Administrator will prepare a quarterly transaction performance report which report, when it becomes available, will be available to view on the Originator's website www.capitalharvest.co.za
52	Other provisions (including additional covenants, if any)	See Appendix B

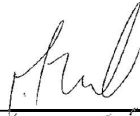
For and on behalf of

Capital Harvest Finance (RF) Limited
(Issuer)

By: 

Director, duly authorised

Name: SJ Roos
Date: 8 June 2022

By: 

Director, duly authorised

Name: Werner Nel
Date: 8 June 2022

PORTFOLIO COVENANTS

The following are the criteria that the Portfolio of Participating Assets must satisfy, immediately following the acquisition of a Participating Asset (including an Additional Participating Asset) and/or the repurchase or substitution of any Participating Asset in terms of the Sale Agreement and/or after a Re-advance or Further Advance is made by the Issuer -

- 1 the weighted average interest rate of the Portfolio of Participating Assets is equal to at least the Prime Rate plus 1.0%;
- 2 the weighted average LTV Ratio of the Portfolio of Participating Assets does not exceed 41%;
- 3 no single Associated Exposure may exceed 10.5% of the Portfolio of Participating Assets and cash provided for in terms of item 16 of the Pre-Enforcement Priority of Payments during the Revolving Period;
- 4 the 2 largest Associated Exposures do not, in aggregate, exceed 20% of the Portfolio of Participating Assets and cash provided for in terms of item 16 of the Pre-Enforcement Priority of Payments during the Revolving Period;
- 5 the weighted average LTV Ratio of the 2 largest Associated Exposures does not, in aggregate, exceed 45%;
- 6 the 3 largest Associated Exposures do not, in aggregate, exceed 28.5% of the Portfolio of Participating Assets and cash provided for in terms of item 16 of the Pre-Enforcement Priority of Payments during the Revolving Period;
- 7 the weighted average LTV Ratio of the 3 largest Associated Exposures does not, in aggregate, exceed 42.5%;
- 8 the 5 largest Associated Exposures do not, in aggregate, exceed 42% of the Portfolio of Participating Assets and cash provided for in terms of item 16 of the Pre-Enforcement Priority of Payments during the Revolving Period;
- 9 the weighted average LTV Ratio of the 5 largest Associated Exposures does not, in aggregate, exceed 42%;
- 10 the 7 largest Associated Exposures do not, in aggregate, exceed 50% of the Portfolio of Participating Assets and cash provided for in terms of item 16 of the Pre-Enforcement Priority of Payments during the Revolving Period;
- 11 the weighted average LTV Ratio of the 7 largest Associated Exposures does not, in aggregate, exceed 41%;
- 12 the maximum exposure to any one agricultural sector may not exceed 20% of the Portfolio of Participating Assets; and
- 13 the weighted average seasoning of all Obligors exceeds one year.

OTHER PROVISIONS

1 Management

The Issuer undertakes that it shall procure that, save for death and incapacity, should either Faans Roos or Johan du Toit cease to be employed by Capital Harvest or reduce their respective effective shareholdings in the Originator by greater than 25% of their current outstanding effective shareholding in the Originator, the Issuer shall call a meeting of Noteholders at which meeting the Noteholders may vote in favour or against the Programme entering amortisation. Should the Noteholders by Extraordinary Resolution vote in favour of the Programme entering into amortisation, the Amortisation Date shall be deemed to have occurred.

2 Stop-Purchase Events

The following is added as an additional Stop-Purchase Event to the Stop-Purchase Events referred to in the Programme Memorandum –

- (d) the Originator fails to update its Environmental and Social Risk Management Policy to provide for the humane treatment of animals, by no later than 30 June 2022.

3 Reporting undertaking

The Issuer will procure that the Servicer prepare and deliver a quarterly report, not later than 20 Business Days after the end of each quarter, which shall include, at a minimum, the following information –

3.1 *Financial covenant compliance, including -*

- Arrears Reserve Required Amount and the amount standing to the credit of the Arrears Reserve; and
- Liquidity Reserve Required Amount and the amount standing to the credit of the Liquidity Reserve,

and all calculations thereof;

3.2 *Participating Asset portfolio information*

- Age analysis for the underlying loan book (including fully performing, arrears/excesses, SOS portfolio and accounts in litigation)
- Exposure per product type; agricultural sector; PD band; term
- Top 7 clients, showing for each client –

Client name
Agricultural sector
Size of exposure

Remaining term
LTV

- For clients in SOS/litigation –

As per Top 7 PLUS

High level remediation plan

Outlook regarding expected recovery (quantum and timing)

Losses and recoveries (over a rolling 12-month period)

APPENDIX "C"

REPORT OF THE INDEPENDENT AUDITOR OF THE ISSUER

REPORT OF THE INDEPENDENT AUDITOR OF THE ISSUER

To the directors of Capital Harvest Finance (RF) Limited

Limited Assurance Report of the Independent Auditor regarding the conduct of the proposed securitisation scheme of Capital Harvest Finance (RF) Limited in accordance with the requirements of the Securitisation Scheme Regulations (Government Notice 2, Government Gazette 30628 of 1 January 2008).

We have performed our limited assurance engagement in respect of the conduct of the proposed securitisation scheme by Capital Harvest Finance (RF) Limited (the “issuer”).

The subject matter comprises the conduct of the proposed securitisation scheme as set out in the Programme memorandum dated 30 November 2021 (the “Programme Memorandum”).

For purposes of our limited assurance engagement the terms of the relevant provisions of the Securitisation Exemption Notice (Government Gazette 30628 of 1 January 2008) issued by the Registrar of Banks (the “Notice”), as required by paragraphs 15(1)(a) and 16(2)(a)(vii) of the said Notice comprise the criteria by which the issuer’s compliance is to be evaluated.

This limited assurance report is intended only for the specific purpose of assessing compliance of the proposed securitisation scheme with the Notice as required by Paragraph 15(1)(a) and 16(2)(a)(vii) of the said Notice.

Directors’ responsibility

The directors, and where appropriate, those charged with governance, are responsible for the conduct of the proposed securitisation scheme as set out in the Programme Memorandum in accordance with the relevant provisions of the Notice.

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PO Box 5700 | Tyger Valley | Cape Town | South Africa, 7536

Partners: FE Wesson - MJ Strydom - JH Kotze - M Louw - M Oosthuizen - I Potgieter - J Lochner - CH Eales

PKF Cape Town is a member firm of the PKF South Africa Inc. and PKF International Limited family of legally independent firms. Neither PKF Cape Town nor PKF South Africa Inc. accept any responsibility or liability for the actions or inactions on the part of any other individual member or correspondent firm or firms.

Our Independence and Quality Control

We have complied with the independence and other ethical requirements of the *Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors* (IRBA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. The IRBA Code is consistent with the corresponding sections of the international Ethics Standards Board for Accountants' *International Code of Ethics for Professional Accountants (including International Independence Standards)*.

The firm applies the International Standard on Quality Control 1 and accordingly maintains a comprehensive system of quality control, including documented policies and procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

Auditor's responsibility

Our responsibility is to express our limited assurance conclusion to the Issuer's directors on the compliance of the conduct of the proposed securitisation scheme, as set out in the Programme Memorandum, with the relevant provisions of the Notice.

We conducted our limited assurance engagement in accordance with the International Standard on Assurance Engagements (ISAE) 3000, Assurance Engagements Other Than Audits or Reviews of Historic Financial Information, issued by the International Auditing and Assurance Standards Board. That standard requires us to plan and perform our limited assurance engagement to obtain sufficient appropriate evidence on which to base our limited assurance conclusion.

We do not accept any responsibility for any reports previously given by us in any financial information used in relation to the Programme Memorandum beyond that owed to those to whom those reports were addressed by us at the dates of their issue.

Summary of work performed

We have performed our procedures on the conduct of the proposed securitisation scheme as documented in the Programme Memorandum prepared by management.

Our procedures were determined by paragraphs 1, 2, 4, 14, 15 and 16 of the Notice.

Our evaluation included performing such procedures as we considered necessary which included:

- Review of the Programme Memorandum; and
- Review of the other Transaction Documents that we consider necessary for expressing our conclusion.

Our limited assurance engagement does not constitute an audit or review of any of the underlying information conducted in accordance with International Standards on Auditing or International Standards on Review Engagements and accordingly, we do not express an audit opinion or review conclusion on the underlying information.

We believe that our evidence obtained is sufficient and appropriate to provide a basis for our limited assurance conclusion.

In a limited assurance engagement, the evidence gathering procedures are more limited than for a reasonable assurance engagement and therefore less assurance is obtained than in a reasonable assurance engagement. Accordingly, we do not express a reasonable assurance opinion about whether the conduct of the proposed securitisation scheme, as set out in the Programme Memorandum, will comply with the relevant provisions of the Notice in all material respects.

Conclusion

Based on our work described in this report, nothing has come to our attention which indicates that the conduct of the proposed securitisation scheme is not in compliance, in all material respects, with the relevant provisions being paragraphs 15(1)(a) and 16(2)(a)(vii) of the Notice.

Restriction on use and distribution

Our report is presented solely in compliance with the relevant provisions of the Notice for the purpose set out in the first paragraph of the report. It is intended solely for the use of the directors of Capital Harvest Finance (RF) Limited to submit to the Registrar of Banks and for inclusion in the applicable pricing supplement. Our report should not be distributed to other parties or used for other purposes.

PKF Cape Town.

PKF Cape Town
M Louw
Partner
Registered Auditor

1 December 2021
BELLVILLE

POOL DATA

APPENDIX D - POOL DATA

CAPITAL HARVEST FINANCE (RF) LTD - Asset Information

2022-03-31

Aggregate current loan balances	905 873 226
Aggregate current exposure	985 712 954
Aggregate original facility amounts	1 024 386 652
Number of Obligors	57
Number of Loans	124
Weighted Average Current LTV	35.66%
Weighted Average Interest Margin (Prime Plus)	1.14%
Weighted Average Original Term (months)	88.06
Weighted Average Remaining Term (months)	80.47
Weighted Average Seasoning (months)	7.60
Weighted Average Obligor Seasoning	76.37

Summary Data

	Weighted Average	Minimum	Maximum
Current Obligor Outstanding Balance	15 892 528	810 607	101 101 841
Current Obligor Exposure	15 892 543	810 607	101 101 940
Obligor Current LTV% (Property)	35.66%	2.61%	59.04%
Interest Margin (Prime Plus)	1.14%	0.30%	3.00%
Original Term (months)	88.06	12.00	158.00
Remaining Term (months)	80.47	1.00	146.00
Obligor Seasoning (months)	76.37	-	129.00

Obligor LTV Distribution

Obligor Current LTV% (Property)	Outstanding Balance	Outstanding Balance %	Exposure	Exposure %	Number of Obligors	Number of Obligors %	WA Group LTV
<=10	22 527 829	2.49%	45 820 929	4.65%	7	12.28%	7.02%
>10-20	62 924 762	6.95%	93 106 522	9.45%	11	19.30%	14.56%
>20-30	195 159 165	21.54%	198 785 134	20.17%	12	21.05%	26.29%
>30-40	315 484 133	34.83%	335 730 237	34.06%	15	26.32%	34.07%
>40-50	193 161 022	21.32%	194 824 521	19.76%	9	15.79%	44.53%
>50-60	116 616 316	12.87%	117 445 611	11.91%	3	5.26%	57.90%
Total	905 873 226	100.00%	985 712 954	100.00%	57	100.00%	35.66%

Obligor Outstanding Balance Distribution

Outstanding Balance (R)	Outstanding Balance	Outstanding Balance %	Exposure	Exposure %	Number of Obligors	Number of Obligors %	WA Group LTV
0 to <= 15 million	272 835 288	30.12%	337 399 232	34.23%	43	75.44%	25.89%
> 15 to <= 30 million	136 049 194	15.02%	137 427 961	13.94%	6	10.53%	37.86%
> 30 to <= 45 million	43 859 708	4.84%	43 859 708	4.45%	1	1.75%	20.42%
> 45 to <= 60 million	153 515 875	16.95%	154 441 409	15.67%	3	5.26%	37.04%
> 60 to <= 75 million	198 511 320	21.91%	211 482 703	21.45%	3	5.26%	26.96%
> 75 million	101 101 841	11.16%	101 101 940	10.26%	1	1.75%	42.40%
Total	905 873 226	100.00%	985 712 954	100.00%	57	100.00%	31.39%

Obligor Seasoning Distribution

Obligor Seasoning (Months)	Outstanding Balance	Outstanding Balance %	Exposure	Exposure %	Number of Obligors	Number of Obligors %	WA Group Seasoning
0 to <12	88 430 596	9.76%	88 989 273	9.03%	5	8.77%	2.86
12 to <24	2 074 460	0.23%	2 500 000	0.25%	1	1.75%	20.00
24 to <36	31 629 195	3.49%	58 674 130	5.95%	4	7.02%	29.70
36 to <48	109 923 846	12.13%	110 886 726	11.25%	9	15.79%	38.47
48 to <60	125 137 983	13.81%	126 086 720	12.79%	6	10.53%	52.06
60 to <72	64 600 116	7.13%	66 445 713	6.74%	7	12.28%	65.59
72 to <84	49 686 775	5.48%	49 686 775	5.04%	2	3.51%	72.02
84 to <96	109 013 165	12.03%	114 086 801	11.57%	5	8.77%	86.79
96 to <108	64 186 191	7.09%	65 492 291	6.64%	6	10.53%	100.84
108 to <120	13 275 414	1.47%	17 214 868	1.75%	1	1.75%	113.00
120 and more	247 915 486	27.37%	285 649 656	28.98%	11	19.30%	128.91
Total	905 873 226	100.00%	985 712 954	100.00%	57	100.00%	76.37

Interest Margin Distribution

Interest Margin (%)	Outstanding Balance	Outstanding Balance %	Exposure	Exposure %	Number of Obligors	Number of Obligors %	WA Interest Margin
<= 0.5%	69 956 471	7.72%	83 781 449	8.50%	3	5.56%	0.38%
> 0.5% to <= 1.0%	459 612 826	50.74%	513 559 433	52.10%	26	45.32%	0.96%
> 1.0% to <= 1.5%	248 762 540	27.46%	255 367 731	25.91%	16	28.95%	1.30%
> 1.5% to <= 2.0%	116 658 133	12.88%	119 754 341	12.15%	10	18.42%	1.81%
> 2.0% to <= 2.5%	5 712 551	0.63%	7 250 000	0.74%	1	1.17%	2.25%
> 2.5%	5 170 705	0.57%	6 000 000	0.61%	0	0.58%	3.00%
Total	905 873 226	100.00%	985 712 954	100.00%	57	100.00%	1.14%

Geographic Distribution

Province	Outstanding Balance	Outstanding Balance %	Exposure	Exposure %	Number of Obligors	Number of Obligors %
Western Cape	609 972 730	67.34%	688 553 842	69.85%	40	70.18%
Kwa-Zulu Natal	101 101 841	11.16%	101 101 940	10.26%	1	1.75%
Eastern Cape	79 399 830	8.77%	79 399 830	8.06%	4	7.02%
Limpopo	48 146 446	5.31%	49 404 917	5.01%	3	5.26%
Northern Cape	28 098 291	3.10%	28 098 338	2.85%	4	7.02%
North West	22 740 162	2.51%	22 740 162	2.31%	1	1.75%
Mpumalanga	10 151 137	1.12%	10 151 137	1.03%	1	1.75%
Free State	3 175 756	0.35%	3 175 756	0.32%	2	3.51%
Gauteng	3 087 032	0.34%	3 087 032	0.31%	1	1.75%
Total	905 873 226	100.00%	985 712 954	100.00%	57	100.00%

Top 7 Obligor Distribution

Top 7 Obligors	Outstanding Balance	Exposure	Exposure %	WA Group LTV	WA Group Seasoning	WA Margin
OB033	101 101 841	101 101 940	9.28%	44.91%	129.00	1.00%
OB092	74 411 174	74 476 011	6.84%	30.99%	86.00	1.74%
OB036	61 452 462	74 359 008	6.83%	31.38%	129.00	0.68%
OB005	62 647 684	62 647 684	5.75%	27.57%	52.00	1.13%
OB027	54 931 082	55 856 616	5.13%	29.47%	129.00	0.59%
OB008	49 872 335	49 872 335	4.58%	37.85%	4.00	1.30%
OB022	48 712 458	48 712 458	4.47%	59.04%	72.00	1.32%
Total	453 129 036	467 026 052	42.88%	37.26%	91.41	1.12%