

EXHIBIT A-4
FORM OF TRANSFER NOTICE

For value received the undersigned registered holder hereby self(s), assign(s) and transfer(s) unto

Insert Taxpayer Identification No.

Please print or typewrite name and address including postal zip code of assignee

[•] principal amount of this Note and all rights hereunder, hereby irrevocably constituting and appointing [•] as attorney to transfer such principal amount of this Note in the register maintained on behalf of Viterra Finance B.V. (the "**Issuer**") with full power of substitution.

All terms used herein which are defined in the Indenture, dated April 21, 2021 among Viterra Finance B.V. LLC (the "**Issuer**"), Viterra Limited and Viterra B.V. (together, the "**Guarantors**") and Citibank, N.A., London Branch (the "**Trustee**") and Citibank, N.A., London Branch (the "**Paying Agent**", "**Registrar**" and "**Transfer Agent**") shall have the meanings assigned to them in such Indenture.

In connection with any transfer of this Note occurring prior to the date which is one year after the later of [•] and the last date, if any, that this Note (or any predecessor Note) was owned by the Issuer, the Guarantors or an affiliate of the Issuer or the Guarantors, the undersigned confirms that without utilizing any general solicitation or general advertising:

[check one]

☐ (a) this Note is being transferred to the Issuer, the Guarantors or an affiliate thereof and such transferee shall make the appropriate notification to the Trustee pursuant to Clause 16 of the Indenture.

or

☐ (b) this Note is being transferred within the United States to a Qualified Institutional Buyer ("**QIB**") in compliance with Rule 144A under the U.S. Securities Act of 1933 (the "**Securities Act**") and in accordance with any applicable securities laws of any state of the United States and any other jurisdiction.

or

☐ (c) this Note is being transferred outside the United States to a person other than a U.S. person (as defined in Regulation S under the Securities Act) in compliance with Rule 903 or 904 under the Securities Act.

or

☐ (d) this Note is being transferred pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available).

or

☐ (e) this Note is being transferred pursuant to an effective registration statement under the Securities Act.

In addition, the undersigned will provide the Issuer, the Guarantors and any Transfer Agent such certifications, legal opinions and other information, if any, as they may reasonably require to confirm that the proposed transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

If none of the foregoing boxes is checked, the Registrar shall not be obligated to register this Note in the name of any person other than the registered holder hereof unless and until the conditions to any such transfer of registration set forth herein and in Clause 6(b) of the Indenture shall have been satisfied.

Date:

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NOTICE: The signature to this assignment must correspond with the name as written upon the face of the within-mentioned instrument in every particular, without alteration or any change whatever.

TO BE COMPLETED BY PURCHASER IF (B) OR (C) ABOVE IS CHECKED:

The undersigned represents and warrants that:

it is purchasing the Note (including the Guarantees) for its own account or an account with respect to which it exercises sole investment discretion, and it and any such account (i) is a QIB, and is aware that the sale to it is being made in reliance on Rule 144A under the Securities Act ("**Rule 144A**") or (ii) is a person other than a U.S. person (as defined in Regulation S under the Securities Act ("**Regulation S**")) and is aware that the sale is being made in accordance with Regulation S;

- (1) it acknowledges that the Note (with the Guarantees) has not been and will not be registered under the Securities Act or with, any securities regulatory authority of any jurisdiction and may not be offered or sold except as set forth below;
- (2) it acknowledges that the Note (including the Guarantees) may not be offered, sold, pledged or otherwise transferred except (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S (c) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available) or (d) pursuant to an effective registration statement under the Securities Act, in each case in accordance with any applicable securities laws of any State of the United States;

- (3) it agrees to, and each subsequent registered holder is required to, notify any purchaser of the Note from it of the resale restrictions referred to in Clause (2) hereof, if then applicable;
- (4) if it is a U.S. person, it understands and agrees that Notes initially offered to QIBs in reliance on Rule 144A will be represented by at least one Rule 144A Global Note, and that transfers thereof are restricted as described in the legend appearing on the front of such Rule 144A Global Note;
- (5) if it is not a U.S. person, it understands and agrees that any Note initially offered in offshore transactions under Regulation S will be represented by at least one Regulation S Global Note and that transfers thereof are restricted as described in the legend appearing on the front of such Regulation S Global Note;
- (6) it acknowledges that prior to any proposed transfer of the Note or beneficial interests in a Global Note (in each case other than pursuant to an effective registration statement) the registered holder of such Note or the holder of a beneficial interest in a Global Note may be required to provide certifications and other documentation relating to the manner of such transfer and submit such certifications and other documentation as provided in the Note; and
- (7) it acknowledges that the Issuer, the Guarantors, the Initial Purchasers (as such term is used in the Purchase Agreement, dated April 14, 2021), the Trustee and the Agents will rely upon the truth and accuracy of the foregoing acknowledgments, representations and agreements and agrees that if any of the acknowledgments, representations or agreements deemed to have been made by it by virtue of its purchase of Notes is no longer accurate, it shall promptly notify the Issuer, the Guarantors, the Initial Purchasers and the Agents. If it is acquiring the Note as a fiduciary or agent for one or more investor accounts, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgments, representations and agreements on behalf of each such account.

Date:

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NOTICE: To be executed by an executive officer.

NOTICE: