



LEASE AGREEMENT

Entered into by and between

JARAHNUP (PTY) LTD

Registration Number: 2021/784028/07

("Lessee")

and

THE TRUSTEES OF THE JARRAHNUP FARM TRUST

Registration Number: IT1412/1993

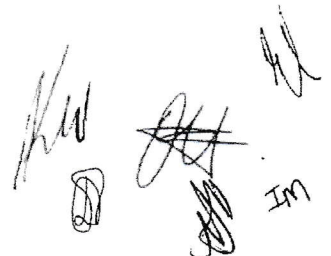
("Lessor")

1 INTERPRETATION

1.1 The following terms shall have the meanings assigned to them hereunder, namely:

- 1.1.1 **"Agreement"** means the lease agreement embodied in this document, including all annexures and/or schedules hereto;
- 1.1.2 **"Buildings"** means the buildings situated on the Premises, and includes all permanent improvements on the Premises;
- 1.1.3 **"Business"** means the business of operating an Intensive Free Range Piggery and activities related thereto;

- 1.1.4 **"Business Day"** means any day which is not a Saturday, Sunday or official public holiday in the Republic of South Africa;
- 1.1.5 **"CPI"** means the weighted average of the South African Consumer Price Index as published in the Government Gazette from time to time;
- 1.1.6 **"Effective Date"** means the day on which this lease commences;
- 1.1.7 **"Existing Lease"** means the existing lease between the Lessor and Lessee in respect of the Premises;
- 1.1.8 **"Lease Period"** means the period for which this Agreement subsists as set out in clause 5 below and any renewal thereof;
- 1.1.9 **"Lessor"** means The Trustees of the Jarrahnup Farm Trust, a trust duly registered with Master's Reference Number IT1412/1993, with its chosen physical address at, 55 Negester Estate, Onrusrivier, and Each of the said trustees are represented herein by Kevin Laurence Williams, who warrants that he is duly authorised to represent such trustees by virtue of a duly adopted and valid resolution of the trustees of the Trust, E-mail address: earthco@whalemail.co.za, VAT Number: 4730140219;
- 1.1.10 **"Lessee"** means Jarrahnup (Pty) Ltd, Registration Number: 2021/784028/07, herein represented by Duncan Lionel Stephenson, Identity Number: 781002 5013 082, who warrants his authority, with its registered address at 7 Isotope Street, Triangle Farm, Stikland, Western Cape, 7530, Tel: 021 932 2019, E-mail: duncan@lionelsvet.co.za, VAT No.: 4390305458;
- 1.1.11 **"Premises"** means that portion of the Property to be leased by the Lessor to the Lessee, including improvements, as depicted on the diagram annexed hereto as **Annexure A**, and being approximately 19 (Nineteen) Hectares in extent and includes the two sheds, being the feed shed and big shed and the cottage on the Property, but excludes the shed next to the cottage;

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'KW' and other initials.

- 1.1.12 **"Property"** means Farm 781 (Remaining Extent), Caledon RD, Western Cape, being 574.6667 Hectares in extent, held under Title Deed Number: T31081/1994, owned by the Lessor;
- 1.1.13 **"Prime Rate"** means the prime overdraft-lending rate charged by Standard Bank of South Africa Limited to its best grade corporate customers on unsecured facilities from time to time. A Certificate issued by any branch manager of the said Bank confirming the rate, shall be *prima facie* evidence of such rate;
- 1.1.14 **"Parties"** mean the Lessee and Lessor, and **"Party"** refers to any one of them as the context may indicate;
- 1.1.15 **"Rates"** means the assessment rates and similar and/or new taxes, duties or levies payable on or in respect of the Property and includes any other charges payable by the Lessor to the local authority (such as, but not limited to, refuse removal charges or sanitary fees), but not charges for water, electricity or gas;
- 1.1.16 **"Rights"** means any and all access rights, water rights, servitudes (real and personal), title conditions and other similar rights and benefits in favour of the Trust, the Lessor or the Premises, which are required for or may represent a valuable benefit to the Business;
- 1.1.17 **"Signature Date"** means the date on which this Agreement is signed by the last Party in time to do so;
- 1.1.18 **"VAT"** means Value Added Tax in terms of the VAT Act; and
- 1.1.19 **"VAT Act"** means the Value Added Tax Act No. 89 of 1991, as amended;
- 1.2 Any reference to an enactment is to that enactment as at the Signature Date hereof and as amended or re-enacted from time to time.
- 1.3 When any number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the last day shall be the following Business Day.

Handwritten signatures and initials are present at the bottom right of the page. There are several distinct signatures, including one that appears to be 'JW' and another that looks like 'IM'.

- 1.4 Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 1.5 The rule of interpretation that the contract shall be interpreted against the party responsible for the drafting and preparation thereof (the *contra proferentem* rule) shall not apply.
- 1.6 The phrase "in good order and condition" and all similar phrases shall refer to the order and condition that the relevant property, item or thing was in on the Effective Date.
- 1.7 The words "include" and "including" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it: the application of the *eiusdem generis* rule is excluded.
- 1.8 The termination or expiry of this Agreement shall not affect those provisions which expressly provide that they will continue to operate after such termination or expiry, or those provisions which of necessity must continue to have effect after such termination or expiry, even where those clauses do not expressly provide for this.

2. INTRODUCTION

- 2.1 The Lessor is the owner of the Property;
- 2.2 The Premises is part of the Property;
- 2.3 The Lessee is in possession and occupation of the Premises in terms of an Existing Lease;
- 2.4 The Parties wish to renew the Lease upon the expiry of the Existing Lease;
- 2.5 The Parties wish to record their agreement and certain matters incidental thereto in writing;

THEREFORE THE PARTIES AGREE AS FOLLOWS

Handwritten signatures and initials in black ink, located at the bottom right of the page. There are several distinct marks, including what appears to be a signature 'KW', a circular stamp or mark, and other scribbled initials.

3 EFFECTIVE DATE

Notwithstanding the Signature Date, the Effective Date of this Agreement shall be 1st March 2025.

4 LEASE

With effect from the Effective Date the Lessor lets and the Lessee hires the Premises.

5 DURATION

This Agreement shall come into operation on the Effective Date and shall subsist for 5 (Five) years from that date. (From 1 March 2025 ending 28 February 2030)

6 RENT

6.1 The rent payable for each month of the Lease Period shall be as set out in Schedule A hereto, plus VAT thereon.

6.2 The Lessee shall pay the rent monthly in advance on or before the 28th day of the preceding month.

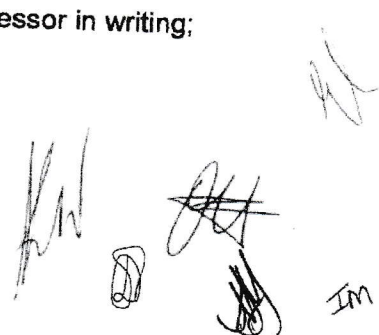
7 INCREASES IN THE RATES

If the Lessee wish to contest any proposed or actual increase in Rates or imposition of any new Rates, taxes, duties or levies, the Lessee shall be irrevocably authorised and mandated to do so in the name of the Lessor, to the extent required, provided that in such case it shall keep the Lessor indemnified from any liability for legal costs in such case. The Lessor undertakes to execute such documentation as may be reasonably required by the Lessee to evidence the foregoing authorisation and mandate for purposes of the contestation.

8 ADDITIONAL CHARGES

8.1 In addition to paying the rent and, the Lessee shall be responsible for the payment of:

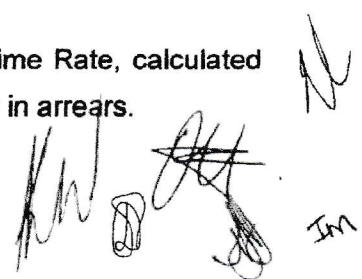
8.1.1 the cost of the availability of electricity and consumed on the Premises directly to the applicable entity, service provider or authority and shall provide proof thereof to the Lessor upon reasonable request by the Lessor in writing;

Handwritten signatures and initials are present at the bottom right of the page. There are four distinct marks: a large signature, a circular stamp or mark, another signature, and the initials 'IM'.

- 8.1.2 The charges of the local authority (Theewaterskloof Municipality) for the pumping and removal of the sewerage of the dwellings on the Property occupied by the employees of the Lessee;
- 8.1.3 the cost of removal of refuse; and
- 8.1.4 Prorata of the Rates.
- 8.1.5 Breede/ Gouritz Water Management Agency ("BGMMA") charges for the water use licence in 8.2 below.
- 8.2 Water will be supplied, but subject to a maximum of 53 000 (fifty three thousand) cubic metres per annum to the Premises from an existing borehole on the remainder of the Property. The Lessee must maintain the pump and water works at its own costs, and shall be granted reasonable access over the remainder of the Property for such purpose.
- 8.3 If more water is required than that provided from the borehole referred to in 8.2 above, the Lessee shall be entitled to procure additional underground water from the Property and construct water works at its own costs.
- 8.4 To the extent that any of the charges in 8.1 and/ or 8.2 are charged to the Lessor, the Lessor shall furnish the Lessee with an invoice within 10 (Ten) days after receipt of the Municipal invoice, and the Lessee shall then pay the amount to the Lessor within 7 (Seven) days of receipt of the invoice.

9 PAYMENTS

- 9.1 All payments due by the Lessee to the Lessor under this Agreement shall be made to the Lessor or to such other person, if any, at such other place, if any, as the Lessor has designated for the time being by written notice to the Lessee.
- 9.2 The rent and all other amounts payable by the Lessee to the Lessor under this Agreement do not include VAT (in so far as it is applicable) and VAT shall be recoverable by the Lessor from the Lessee in addition to the rent and such other amounts, on rendering of a TAX invoice.
- 9.3 Any amount not paid on due date, shall bear interest at the Prime Rate, calculated from the due date to the date of payment, and capitalised monthly in arrears.

Handwritten signatures and initials are present at the bottom right of the page, including a large signature, a circular stamp, and the initials 'Im'.

10 ASSIGNMENT AND SUBLETTING

10.1 The Lessee may not, except with the prior written consent of the Lessor:

- 10.1.1 cede or assign (transfer) all or any of the rights and obligations of the Lessee under this Lease;
- 10.1.2 sublet the Premises in whole or partly;
- 10.1.3 give up possession of the Premises to any third party;
- 10.1.4 sublet or give up possession of all or any of the Lessor's Equipment; or
- 10.1.5 remove or allow to be removed from the Premises all or any of the Lessor's Equipment except for repair.

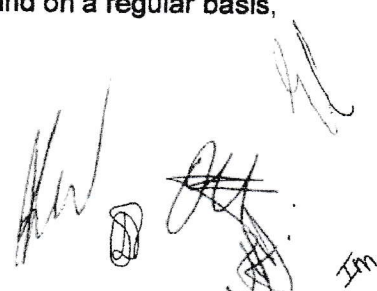
11 SUNDRY OBLIGATIONS OF THE LESSEE

The Lessee shall:-

- 11.1 keep the Premises in a clean and tidy condition in accordance with standards applicable to the type of activity being conducted on the Premises at all times.
- 11.2 not use the Premises or allow it to be used, in whole or in part, for any purpose other than to conduct the Business, without the prior consent of the Lessor, which may not be unreasonably withheld.
- 11.3 not contravene any of the conditions of title of the Property or any of the laws, provisions of any licenses required to conduct the Business, rules or regulations affecting owners, tenants or occupiers of the Property, provided however that if any license, consent use, zoning, permission or other authorisation required in order to conduct the Business on the Premises was not in place as at the Effective Date, then such circumstance shall not constitute a breach of this Agreement by the Lessee, and the Lessee shall take all steps, do all things and sign all documents necessary to obtain the required license, consent use, zoning, permission or other authorisation, at their sole cost and expense.

Handwritten signatures and initials are present at the bottom right of the page, including a large signature, a circular stamp, and several smaller initials.

- 11.4 refrain from damaging the electrical, plumbing or systems serving the Premises, except as may be necessary to enable the Lessee to carry out its business or obligations of maintenance and repair in terms of this Agreement.
- 11.5 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Premises.
- 11.6 provide at the Lessee's own expense all electric, fluorescent and incandescent light bulbs required in the Premises.
- 11.7 be responsible for all glass, both internal and external, on the Premises.
- 11.8 comply generally with all applicable laws and regulations.
- 11.9 be liable for the maintenance of all roads on the Premises and contribute 50% (fifty percent) of the cost of the maintenance of all roads on the Property leading to the Premises as indicated on **Annexure A**, which maintenance will be effected by the Lessor when required.
- 11.10 not construct any buildings or shelters on the Premises for human occupation.
- 11.11 not allow any humans to stay on or overnight on the Premises, except for management staff and relatives.
- 11.12 ensure that the automated gates at entrance no. 1 and entrance no. 2, which are now automated with solar panels and batteries, are maintained at a regular basis to ensure that the gates are closed at all times. Equipment supplied remains the property of Jarrahnup Pty Ltd.
- 11.13 ensure that entrance number two for the Premises is and remain closed at all times for all vehicles.
- 11.14 ensure that all labourers of the Business shall be restricted to the Premises and not be allowed to trespass on the remainder of the Property, except for the spraying of the biodegradable liquid.
- 11.15 store all rubbish and wastage in an orderly manner on the Premises and on a regular basis, as needed, remove the same at its cost to the Karwyderskraal dump.

Handwritten signatures and initials are present at the bottom right of the page. There are several distinct signatures, including one that appears to be 'Jm' and another that looks like 'H'. There are also some circular stamps or marks.

- 11.16 keep all lawn grassed areas mowed, neat and tidy on a regular basis to avoid these becoming a fire hazard on the premises.
- 11.17 shall cause and instruct all employees of the Business to adhere to the speed limit on the Premises and the remainder of the Property, which is 30 (Thirty) kilometres per hour.
- 11.18 ensure that all vehicles entering the Premises pass through the spray bays.
- 11.19 shall strategically place and regularly maintain fly traps to control flies as more fully set out on Annexure B.
- 11.20 ensure that the required number of fire extinguishers are installed, maintained and inspected on a yearly basis and that the appropriate signs are clearly visible as per the approved fire plan on the Effective Date.
- 11.21 keep clean the conservatory tanks situate throughout the Premises and pump out the contents thereof on a regular basis.
- 11.22 clean out on a regular basis the soil and solids from the conservatory tanks to stop overflowing of the tanks in order to prevent any pollution.
- 11.23 adhere to the provisions of the Water Use License annexed as Annexure C.

12 REGULATORY REQUIREMENTS, PERMITS, CERTIFICATES AND OTHER APPROVALS

- 12.1 It is confirmed that the Lessee is in possession and occupation of the Premises and that it has conducted a Due Diligence before the Effective Date so as to ensure that all permits are in place and that all required regulatory requirements to conduct the Business are operational and effective. It is a prerequisite for the Lessee to be able to operate the Business to continue to comply with all required regulatory requirements and to continue to hold the required permits, certificates and other approvals in respect of the Business.
- 12.2 While the Lessee shall be obligated to take all required steps, insofar as it is within its power to do so, to maintain the validity of such permits, certificates and other approvals, the Lessor undertakes to give all required assistance to ensure continued compliance and such approvals as may be required by the Lessee.

Handwritten signatures and initials at the bottom right of the page, including a large signature, a circular stamp, and the initials 'JM'.

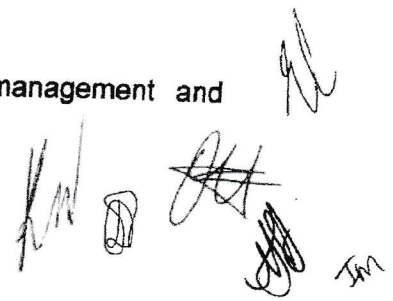
- 12.3 Should the Lessor fail or refuse to give its assistance in terms of clause 12.2 above despite demand in writing, the Lessee shall be irrevocably authorised and mandated to do so in the name of the Lessor, to the extent required, provided that in such case it shall keep the Lessor indemnified from any claims arising from such actions.
- 12.4 The Lessee shall provide to the Lessor such documentation and proof as the Lessor may reasonably request to evidence compliance with the terms of this clause 12.2, provided that such request shall be made in writing and not be made more than once in any given year.
- 12.5 The Directive currently against the farm(piggery) if on going and the responsibility of the Lessor.

13 MAINTENANCE AND REPAIRS

- 13.1 The Lessee shall, at its own expense:-

13.1.1 throughout the Lease Period maintain in good order and condition the interior and exterior of the Premises and all parts thereof, including (without limiting the generality of this obligation):

- 13.1.1.1 all walls, floors, roofing and ceilings;
- 13.1.1.2 all painted, cladded, tiled and other surfaces;
- 13.1.1.3 all electrical, plumbing and telecommunications systems and infrastructure;
- 13.1.1.4 all windows, doors, locks, burglar proofing, appurtenances, fixtures and fittings;
- 13.1.1.5 all entrances, roads, pavements, and exits;
- 13.1.1.6 all gates, access control, security fencing, alarms, cameras and monitoring systems;
- 13.1.1.7 all animal and livestock pens, water and feed facilities, and related infrastructure;
- 13.1.1.8 all guttering, drains, storm-water, waste management and effluent disposal systems; and



13.1.1.9 all required environmental, health, safety and hazard control systems.

13.1.2 promptly repair or make good all damage occurring in the Premises from time to time during the Lease Period, where such damage is due to the neglect or default of the Lessee, including damage to any part of the interior of the Premises or to any window, door, appurtenance, fixture or fitting that occurred after the Effective Date, and to replace such items (as well as any keys) which have been broken, lost or destroyed due to the neglect or default of the Lessee during the Lease Period; and

13.1.3 on the termination of this Agreement, howsoever and whenever it terminates, return the Premises and all such parts thereof (including all keys) to the Lessor in good order and condition, fair wear and tear excepted.

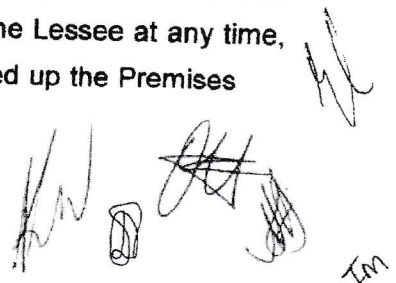
13.2 The Lessee accepts that the Premises is in a used condition, and requires maintenance, upkeep and repair from time to time, all of which shall be for the account of the Lessee.

13.3 The Parties will within 30 (Thirty) days of the Signature Date conduct an inspection of the Premises and complete a condition report on the Building.

14 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

14.1 The Lessee shall be entitled to make such additions, alterations or improvements on the Premises that are reasonably required for the proper conduct of the Business. The Lessee shall not make any alterations, improvements or additions to the Premises without the Lessor's prior written consent, but the Lessor shall not withhold its consent unreasonably.

14.2 If the Lessee does alter, add to, or improve the Premises in any way, the Lessee shall, if so required in writing by the Lessor, restore or remove (at the election of the Lessor) the relevant alterations, improvements or additions on the termination of this Agreement so that the relevant part of the Premises is restored to the condition as it was prior to such alterations, additions or improvements having been made. The Lessor's requirement in this regard may be communicated to the Lessee at any time, but not later than 90 (ninety) days after the Lessee has delivered up the Premises



Handwritten signatures and initials, including a large signature and the initials 'Im'.

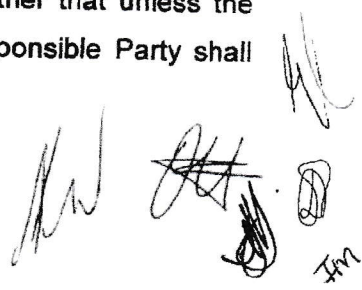
pursuant to the termination of this Agreement; and this clause shall not be construed as excluding any other or further remedy which the Lessor may have in consequence of a breach by the Lessee of clause 14.1.

- 14.3 Whether the Lessor requires the Lessee to remove any alterations, additions or improvements, the Lessee shall, in any event, not have any claim for compensation of whatever nature against the Lessor for any improvements, additions or alterations effected to the Premises, which alterations, additions or improvements shall become the property of the Lessor, without payment of compensation to the Lessee or any other party.

15 INSURANCE

- 15.1 Insure the improvements and installations on the Premises (inclusive but not limited to all buildings, as well as the borehole pump and installation on the Property). The Lessee shall, in consultation with the Lessor, insure the Premises with a recognised insurance company for the replacement value thereof and keep the same so insured throughout the Lease Period. The Lessee is liable for the premiums and shall pay the premiums directly to the insurance company and on a 6th (Sixth) monthly basis provide proof to the Lessor that the insurance premiums are up to date and that everything is done and observed in order to keep the insurance in place.
- 15.2 The Lessee shall use only the contractor on the contractor's list of the Insurance Company to rebuild and/ or repair any damage.

16 DAMAGE TO OR DESTRUCTION OF PREMISES

- 16.1 If the Premises are destroyed or so damaged that it can no longer be beneficially occupied, this Agreement shall not terminate when that happens, unless the Parties agree otherwise in writing.
- 16.2 If the Premises is significantly damaged, but can still be beneficially occupied, this Agreement shall remain in force and the Lessee shall repair the damage without undue delay, provided that if any proceeds of an insurance claim was paid to the Lessor, the Lessor shall, on completion of the works by the Lessee, pay the cost to the Lessee or the contractor, whatever the case, provided further that unless the Lessor is responsible for the damage, in which event such responsible Party shall repair the damage without undue delay at its own cost.
- 

16.3 The Parties shall cooperate in good faith to ensure that the proceeds of any insurance policies over the Premises are efficiently applied to re-instate the Premises back to full operating condition.

16.4 If any damage to the Premises or the destruction thereof is caused by an act or omission for which either Party is responsible in terms of this Agreement or in law, the other Party shall not be precluded by reason of any of the foregoing provisions of this clause from exercising or pursuing any alternative or additional right of action or remedy available to the latter Party under the circumstances (whether in terms of this Agreement or in law).

17 BREACH

17.1 If either Party breaches any provision of this Agreement ("**Defaulting Party**") and remains in breach for 30 (Thirty) days after the other Party ("**Innocent Party**") has given written notice to the Defaulting Party requiring the Defaulting Party to rectify that breach, or if either Party repudiates this Agreement, then the Innocent Party shall be entitled at its option, and in either event without prejudice to any other rights or remedies which the Innocent Party may have in law, including the right to claim damages:

17.1.1 to sue for the immediate specific performance of any of the Defaulting Party's obligations under this Agreement whether or not any such obligation is then due; or

17.1.2 to cancel this Agreement, which cancellation shall take effect on the giving of the notice of cancellation to the defaulting Party.

17.2 Any overdue amounts shall attract interest monthly in arrears at the Prime Rate.

17.3 Notwithstanding clause 17.1 above, an Innocent Party shall not be obliged to give the 7 (Seven) day notice to the defaulting Party in respect of the same breach occurring more than twice in any calendar year to be able to invoke the provisions of 17.1.1 and 17.1.2 above, which may be the invoked without notice.

Handwritten signatures and initials are present at the bottom right of the page. There are several distinct signatures, including one that appears to be 'Jm' and another that looks like 'H'. There are also some circular stamps or marks.

18 DISPUTES: NEGOTIATION, MEDIATION THEN ARBITRATION

- 18.1 Should any dispute, disagreement or claim arise between the Parties (called hereafter "the dispute") concerning this Agreement the Parties shall endeavor to resolve the dispute by negotiation.
- 18.2 If the dispute has not been resolved by such negotiation within 14 (fourteen) days of the commencement thereof, then either of the Parties may:
- 18.2.1 submit the dispute to mediation to be administered by the Arbitration Foundation of Southern Africa ("AFSA"), upon such terms as agreed between the Parties and the secretariat of AFSA; and
- 18.2.2 failing agreement as aforesaid within 14 (fourteen) days of the dispute being submitted to mediation, this Agreement shall lapse and become null and void upon the last day of the month during which it became apparent that the Parties failed to come to an agreement, unless the Party who submitted the matter to mediation, withdraw the dispute and advise the other Party in writing that it wish to proceed with the Lease, despite the dispute or disagreement, which shall then be deemed to have been settled.
- 18.3 Notwithstanding the provisions of 18.2.2 above, if any amount or other performance is owing to a Party or such Party has a damages claim against the other Party, such Party may still proceed to institute action againsts the other Party, in order to recover any amount owing, any performance due or the claim for damages.

19 VIS MAJOR

The Lessee assumes the risk of vis major and supervening impossibility. Therefore, if the Lessor is unable to perform under such circumstances, the Lessee shall have no claim of whatever nature against the Lessor. The Lessee shall not be excused from performance if unable to do so in the said circumstances or if the Premises cannot be used in total or partly for the purpose it has been hired for.

20 NOTICES

- 20.1 The Parties choose as their *domicilia citandi et executandi* for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature (including the exercise of any option), the

Handwritten signatures and initials are present at the bottom right of the page, including a large signature, a smaller signature, and the initials 'IM'.

addresses (including electronic mail address) set forth in clause 1 or such other address as the Party may notify to the other in writing from time to time.

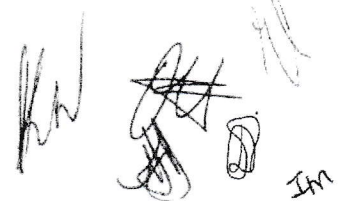
- 20.2 Notice shall be delivered personally or by courier or by electronic mail transmission and shall be deemed to be given in the case of delivery personally on delivery and in the case of courioring (in the absence of evidence of earlier receipt) 48 (forty eight) hours after delivery to the courier company and in the case of electronic mail on completion of the transmission.

21 EXECUTION

- 21.1 This Agreement may be executed in separate counterparts, none of which need contain the signatures of all of the Parties, each of which shall be deemed to be an original and all of which taken together shall constitute one Agreement.
- 21.2 This Agreement shall be valid and binding upon the Parties thereto, notwithstanding that one or more of the Parties may sign a facsimile or electronic copy thereof and whether or not such facsimile or electronic copy contains the signature of any other Party.

22 GENERAL

- 22.1 No Party is entitled to assign any right or obligation in terms of this Agreement to any person or firm without the prior written consent of the other.
- 22.2 This Agreement shall not be deemed to create a partnership or joint venture, and neither Party is the other's agent, partner, employee, or representative.
- 22.3 This Agreement shall be binding on and enforceable by the estates, heirs, executors, administrators, trustees, assigns, liquidators, curators or other legal representatives of the Parties as fully and effectually as if they had signed this Agreement in the first instance and reference to any Party shall be deemed to include such Party's estate, heirs, executors, administrators, trustees, assigns, liquidators, curators or other legal representatives, as the case may be.
- 22.4 This Agreement shall be governed by and construed and interpreted in accordance with the law of the Republic of South Africa. The Parties agree that the High Court of South Africa, Cape Division, shall have exclusive jurisdiction to hear any disputes that may arise from this Agreement.

Handwritten signatures and initials at the bottom right of the page, including a large signature, a smaller signature, and the initials 'Jm'.

- 22.5 No addition to or variation, consensual cancellation or novation of this Agreement and no waiver of any right arising from this Agreement or its breach or termination shall be of any force or effect unless reduced to writing and signed by the Lessor and Lessee or their duly authorised representatives.
- 22.6 This Agreement constitutes the whole Agreement between the Parties as to the subject matter hereof and no Agreements, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.
- 22.7 The person signing this Agreement on behalf of any one of the Parties expressly warrants his authority to do so.

23 COSTS

The Lessor paid for the drafting of this agreement.

24 LIQUID WASTE

- 24.1 Subject to the Water Use License, the Lessee shall cause the biodegradable liquid waste of the Business to be distributed onto the rest of the Property in consultation and upon directions of the designated person to be appointed by the Lessor.
- 24.2 The Lessee shall keep records of the spreading of the biodegradable water each month during the spreading period in accordance with the regulations of the Water and Sanitation Department, and present such records to the Lessor for record keeping.
- 24.3 The Lessee shall collect and make compost heaps and dump the same in designated areas on the Property as designated by the Lessor.
- 24.4 The Lessor warrants that there will always be land available for the spreading, when it is allowed by the Water Use License.

Handwritten signatures and initials at the bottom right of the page, including a large signature, a circular stamp, and the initials 'IM'.

25 COTTAGE

The cottage on the remainder of the Property in which the Manager resides, is included in the Premises at a rental of R1.00 (One Rand) per month, which is included in the rent provided for in clause 6 above, and the provisions of this Agreement is applicable thereto, mutatis mutandis. However, the cottage is a danger for children and is not suitable for children to be in its location or in the same. The Lessee hereby indemnifies the Lessor in respect of any claim which may be instituted, caused by injury, death or any other cause, whatsoever, which may be sustained by children.

26 BOUNDARY FENCE

- 26.1 The Lessee will upon its cost, erect a new boundary fence around the Premises after consultation and upon directions of the Lessor.
- 26.2 The Lessor shall be afforded the opportunity to furnish the Lessee with a quotation for the construction of the fence.
- 26.3 The Lessee shall be liable for the maintenance of the fence.

27 MEETINGS

Designated officials of the Lessor and the Lessee Management shall meet at least quarterly in order to carry out site inspections and to discuss all issues at hand and to ensure a harmonious co-existence.

28 WATER USE LICENSE

It is the responsibility of the Lessee to have the Water Use License transferred from the Jarrahnup Farm Trust into the name of Jarrahnup Pty Ltd.

All costs relating to the audit, Bemlab Test and any other costs relating to the Piggery if for the Lessee.

Handwritten signatures and initials at the bottom right of the page, including a large signature, a smaller signature, and the initials 'Im'.

Dated at Caledon on this 28 day of March 2025

As Witnesses:

1 [Signature]

2 [Signature]

[Signature]
Lessor

Dated at Bellville on this 26th day of March 2025

As Witnesses:

1 Danél du Toit [Signature]

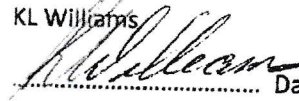
2 Helene van Hansen [Signature]

Duncan Stephenson
Lessee [Signature]

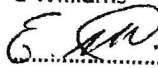
RESOLUTION BY THE TRUSTEES OF THE JARRAHNUP FARM TRUST (NUMBER IT1412/93)

The Trustees hereby give permission to Kevin Laurence Williams, Trustee of the Trust, power of attorney to sign the necessary documents regarding the Lease Agreement with Jarrahnup (Pty) Ltd.

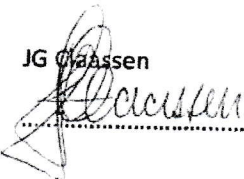
KL Williams

 Date: 28 March 2025

E Williams

 Date: 28 March 2025

JG Claassen

 Date: 28 March 2025