

LEASE AGREEMENT

entered into by and between

LEMOENSKOP PLASE TRUST

IT2425/94

herein represented by:

JOHANNES DREYER VAN NIEKERK

(ID No.: 740430 5220 08 6)

(hereinafter referred to as "the Lessee")

and

THE JARRAHNUP FARM TRUST

IT1412/93

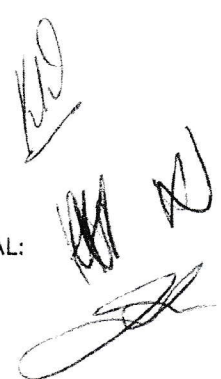
herein represented by:

KEVIN LAURENCE WILLIAMS

(ID No.: 460128 5109 18 8)

(hereinafter referred to as "the Lessor")

INITIAL:

Handwritten initials and signatures. At the top is a signature that appears to be 'JD'. Below it are two sets of initials, one of which looks like 'KW'. At the bottom is a large, stylized signature.

1. DEFINITIONS:

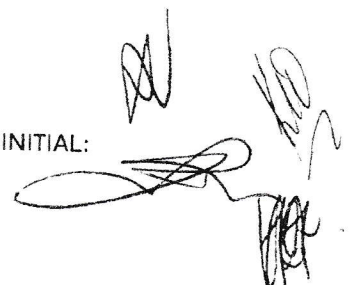
- 1.1. "Agreement" refers to this Lease Agreement entered into between the lessees and the Lessor;
- 1.2. "Business Day" refers to any day other than Saturday, Sunday or Public Holiday;
- 1.3. "Fixed Property" refers to the current buildings erected on the Leased Property being the barn and any other building/s erected by the Lessees during their tenure;
- 1.4. "Leased Property/Premises" refers to a portion of the property situated at **remainder of Erf 781 CALEDON**, and/or any other building/s erected by the Lessees during their tenure, as agreed to between the Lessees and the Lessor in writing;
- 1.5. "Lessor" refers to the owner of the property or any other agent or party authorized by the Lessor to act on its behalf;
- 1.6. "Lessee" refers to the Party who is leasing the Leased Property from the Lessor, as fully described in this Agreement;
- 1.7. "Lease amount" refers to the monthly rental amount payable by the Lessees to the Lessor;
- 1.8. "Party" refers to either the Lessor or the Lessees and "Parties" refers to both the Lessor and Lessee;
- 1.9. "Signature Date" refers to the date of signature of this Agreement by the last Party signing herein.

2. COMMENCEMENT AND DURATION:

- 2.1. This Agreement shall commence ("Commencement Date") on **01 JANUARY 2025** and shall endure for a period of 5 (**FIVE**) years ("Lease Period").
- 2.2. Notwithstanding 2.1. *supra*, this Agreement shall be renewable with written notice to renew the Lease Period from the Lessees to the Lessor at least 3 (**THREE**) months prior to the end of the Lease Period.

3. RENT:

INITIAL:

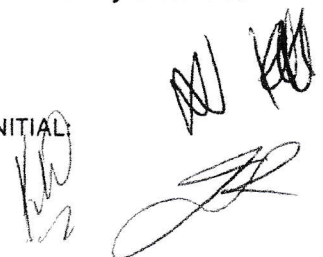
The block contains several handwritten signatures and initials in black ink. There are three distinct signatures, each appearing to be a stylized representation of a name. Below the signatures, there are several sets of initials, some of which are written in a more formal, blocky style, while others are more cursive. The initials are scattered around the signatures, with some appearing to be written over or next to them.

- 3.3. The monthly rental amount payable is excluded of the municipal bill amount and maintenance regarding the upkeep of the premises.
- 3.4. The monthly rent payable is on the 28th of each month, if the 28th falls on a Public Holiday, Saturday or Sunday the payment is due on the last Business Day before the Public Holiday, Saturday or Sunday.
- 3.5. The rent payable under this Lease Agreement shall be adjusted annually in accordance with the Consumer Price Index (CPI). The adjustment shall reflect the change in the CPI for the preceding year.

4. LESSEES' OBLIGATIONS:

- 4.1. The Lessee shall utilise the premises for cropping and animal farming purposes.
- 4.2. The Lessee shall comply strictly with and shall not permit the contravention of the provisions of any statute, law, ordinance by-law or regulations.
- 4.3. The Lessee shall be obliged to: -
 - 4.3.1. Inspect the premises jointly with the Lessor prior to taking occupation thereof;
 - 4.3.2. Notify the Lessor of any defects in the premises within 14 (**FOURTEEN**) days of the Commencement Date, failing which the premises shall be deemed to have been in good order and condition as at the Commencement Date.
- 4.4. The Lessee shall not do or permit to be done, any act or thing which might result in, or constitute a breach of any insurance policy over the premises and/or in the increase of the insurance premiums payable in respect thereof.
- 4.5. Acknowledgment of Road Use for Sand Mine Operations:
 - 4.5.1. The Lessee acknowledges and accepts that there is an existing road providing access to a sand mine on or adjacent to the leased property. The road is utilized by third parties involved in sand mining operations, including but not limited to the transportation of sand and mining equipment.
 - 4.5.2. The Lessee shall not obstruct, hinder, or interfere with the lawful use of this road by individuals or entities engaged in sand mining activities.
 - 4.5.3. The Lessee understands that the right to use this road for sand mining purposes has been granted to these third parties and that the Lessee has no claim, right, or authority to restrict or deny such use.

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- 4.5.4. The Lessor has informed the Lessee of the potential for regular vehicular traffic, noise, and associated activities related to sand mining operations along this road, and the Lessee accepts these conditions as part of the lease.
- 4.6. The Lessee shall be solely responsible for the creation, maintenance, and upkeep of firebreaks on the leased property, as required by applicable laws and regulations, including the National Veld and Forest Fire Act 101 of 1998:
- 4.6.1. The Lessee shall ensure that all firebreaks are established and maintained to a standard that effectively reduces the risk of fire damage and complies with all statutory obligations and any specific directives from the relevant fire protection authorities.
- 4.6.2. All costs associated with the creation and maintenance of firebreaks shall be borne by the Lessee. The Lessee shall be liable for any damages or penalties resulting from a failure to comply with this obligation.
- 4.6.3. The Lessor reserves the right to inspect the firebreaks periodically and may provide notice to the Lessee if any firebreaks are found to be inadequate. The Lessee shall rectify any deficiencies within a reasonable timeframe as specified by the Lessor.
- 4.7. The Lessee shall be responsible for all electricity costs associated with the operation of the main borehole and Pump No. 1 on the leased property. The Lessee shall ensure that payments for such electricity are made promptly to avoid any interruption in service.

5. INSTALLATION OF IRRIGATION SYSTEM:

5.1. Permission to Install:

The Lessor hereby grants the Lessee permission to install an irrigation system on the leased property at the Lessee's own cost and expense.

5.2. Ownership of Irrigation System:

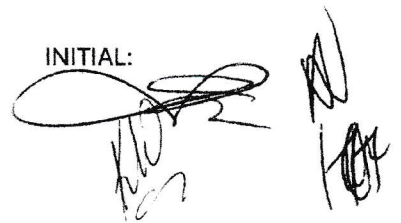
The irrigation system, including all components, fixtures, and equipment associated with it, shall remain the sole property of the Lessee, and shall not become a fixture or part of the property, regardless of its manner of installation.

5.3. Maintenance and Removal:

5.3.1. The Lessee shall be responsible for the maintenance, repair, and upkeep of the irrigation system.

5.3.2. Upon termination or expiration of the lease, the Lessee shall have the right to remove the irrigation system, provided that the Lessee restores any damage caused by such removal to the satisfaction of the Lessor.

INITIAL:

Handwritten initials and signatures. On the left, there is a large, stylized signature that appears to be 'KOR'. To its right, there are two smaller, more distinct signatures, one of which appears to be 'M' followed by a flourish.

5.4. **No Liability to Lessor:**

The Lessor shall not be liable for any costs, damages, or losses associated with the installation, use, maintenance, or removal of the irrigation system.

5.5. **Indemnity:**

The Lessee indemnifies the Lessor against any claims, damages, or losses arising out of the installation, use, or removal of the irrigation system.

- 5.6. The Lessor shall be responsible for ensuring a consistent and adequate supply of water for the piggery and the irrigation system on the premises. This includes maintaining any infrastructure, such as boreholes, pumps, pipes, and other water delivery systems, necessary for the continuous provision of water to these facilities. The Lessor shall also ensure compliance with all relevant water entitlement conditions and environmental regulations.

6. **LESSOR'S RIGHTS AND OBLIGATIONS:**

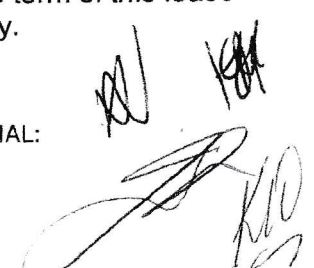
- 6.1. The Lessor, and/or any person authorised by him to do so, shall be entitled to enter and to inspect the premises at any reasonable time, on reasonable notice to the Lessor.
- 6.2. The Lessor or his successor/s-in-title shall not be entitled to terminate this lease in the event of the premise being sold and the "*huur-gaat-voor-koop*" principle will apply.
- 6.3. The Lessor shall ensure that all other tenants on the farm premises comply with all water entitlement conditions and all applicable Department of Environmental Affairs regulations and requirements. The Lessor shall take all reasonable steps to enforce such compliance and ensure that no tenant's actions or omissions negatively affect the Lessee's use of water entitlements or compliance with environmental laws.

7. **TERMINATION:**

Upon termination of this Lease Agreement by either Party the following provisions will apply:

- 7.1. The Lessee shall have the right to nominate his successor-in-title to transfer their rights and obligations in terms of the Agreement in the event of their death or should they become permanently incapacitated during the Lease Period or any additional period. The successor-in-title shall substitute the Lessees, and all rights and obligations shall be for the benefit of such successor-in-title.
- 7.2. The Lessor hereby grants the Lessee the first option to purchase the leased property (hereinafter referred to as "the Property") during the term of this lease agreement, or upon the Lessor's decision to sell the Property.

INITIAL:

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8. INDEMNITY:

The Lessor shall not be responsible for, and the Lessee indemnifies the Lessor against all claims arising from the following:

- 8.1. Any interruption in any service supplied to the premises;
- 8.2. Any loss or damage to person or property on the premises;
- 8.3. Any unsuitability of the premises for the purposes for which they are let;
- 8.4. Any disrepair of the premises, or a portion thereof, from time to time.

9. SUB-LETTING:

The Lessee shall not cede, nor transfer, nor assign, the lease, nor sublet the premises or any part thereof, nor part with possession of nor permit any other person to occupy the premises, without the Lessor's prior written consent.

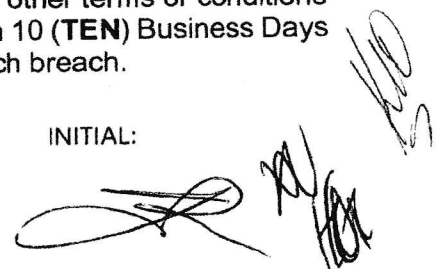
10. INSURANCE:

- 10.1. The Lessee shall not keep or do in or about the Property anything such as is liable to enhance any of the risks against which the Buildings or the Lessor's Equipment may be insured to the extent that the insurance of the Buildings or the Lessor's Equipment is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.
- 10.2. Without prejudice to any to any other right of action or remedy which the Lessor may have arising out of a breach of the foregoing provision, the Lessor may recover from the Lessee on demand the full amount of any increase in insurance premiums attributable to such breach.
- 10.3. For the purposes of the above provisions, the Lessee shall be entitled to assume that the Buildings and the Lessor's Equipment will at all material times be insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings and the like contents of similar dwellings.
- 10.4. The Lessor shall be responsible for repairing or remedying any damage to the leased property and its associated infrastructure caused by acts of God, including but not limited to floods, fires, lightning, storms, earthquakes, or other natural disasters. The Lessee shall not be held liable for any costs or repairs arising from such events.

11. BREACH:

The Lessor shall be entitled, without prejudice to its other or accrued rights, to cancel this lease forthwith in the event that the Lessee breaches any of the other terms or conditions hereof, all of which are material, and fails to remedy same within 10 (**TEN**) Business Days from date of receipt of written notice calling upon it to rectify such breach.

INITIAL:

The block contains several handwritten signatures and initials. On the left, there is a large, stylized signature. To its right, there are several smaller initials, including what appears to be 'KLP' and 'HLP'.

12. COSTS:

The Legal Costs incurred in the preparation of this lease and the stamp duty payable thereon shall be borne by the lessee.

13. DOMICILIUM:

- 13.1. The Parties choose the following addresses as their *domicilium et executandi* wherein all notices pertaining to this Agreement shall be served.
- 13.2. The Parties agree that any notice shall be acceptable as service through hand delivery or email.
- 13.3. In the event that either one of the Parties chooses to change any of its domicilium, same shall be done by notifying the other Party and the new address shall not be a post box address.

Lessor: 55 Negester
Onrus
7201

e-mail: earthco@whalemail.co.za

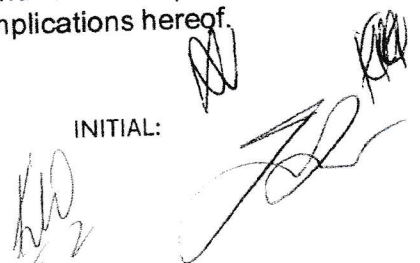
Lessee: Lemoenskop
Caledon
7230

e-mail: friedel@lemoenskop.co.za

14. GENERAL:

- 14.1. This Agreement constitutes the entire agreement between the parties and no variation, amendment, or cancellation hereof shall be of any force or effect unless reduced to writing and signed by both Parties.
- 14.2. Any latitude, relaxation, indulgence or extension of time which may be allowed by the Lessor in respect of any matter or thing that the Lessee is bound to perform or observe in terms of this lease, shall not under any circumstances be deemed to be a waiver of the Lessor's rights at any time. The Lessor is entitled, without notice, to require strict and punctual compliance with each and every provision or term herein.
- 14.3. In this Agreement, words importing the singular shall include the plural and vice versa, words importing the masculine shall include the feminine gender and words importing business shall include corporate bodies.
- 14.4. The Lessee acknowledges that this Agreement and its consequences have been explained and that it is fully aware of all the implications hereof.

INITIAL:

The block contains handwritten initials for both parties. On the left, there are initials that appear to be 'KN' or 'KJ'. On the right, there are more elaborate initials, possibly 'JR' or 'JD', with a large flourish extending downwards.

14.5. The Lessor gives no warranty and makes no representations in regard to the premises nor does the Lessor warrant that the premises will be fit for any purpose and the Lessees acknowledge having inspected the premises prior to taking occupation.

14.6. In the event that the Lessor takes legal action against the Lessees because of a breach by the Lessees of its obligations in terms of this Lease, the Lessees shall be liable for all costs incurred by the Lessor on the scale as between attorney and client including, without limitation, collection fees, tracing fees and fees of counsel as on brief.

14.7. The Lessor shall, at its election, be entitled to institute action out of any Magistrates' Court exercising jurisdiction over the Lessee's person, notwithstanding that the amount of its claim would otherwise have exceeded the jurisdiction of the court.

THUS DONE AND SIGNED AT Caledon ON THIS THE 12th DAY OF December 2024.

AS WITNESSES:

1.

[Signature]

[Signature]
LEMOENSKOP PLASE TRUST
represented by **JOHANNES DREYER VAN NIEKERK**
LESSEE

2.

[Signature]

THUS DONE AND SIGNED AT Hermanus ON THIS THE 13th DAY OF December 2024.

AS WITNESSES:

1.

[Signature]

[Signature]
THE JARRAHNUP FARM TRUST
represented by **KEVIN LAURENCE WILLIAMS**
LESSOR

2.

[Signature]

INITIAL:

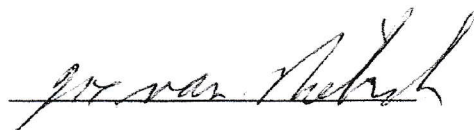
[Initials] [Initials] [Initials]

**RESOLUSIE VAN VERGADERING GEHOUD DEUR DIE TRUSTEES VAN DIE
LEMOENSKOP PLASE TRUST
REGISTRASIENOMMER: IT2425/1994
GEHOUD TE HERMANUS OP 9 DESEMBER 2024**

Die Trusteers van die Trust besluit die volgende:

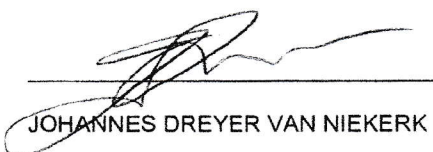
1. Die trust gaan plaaseiendom huur by Jarrahup Farm Trust (Registrasienuommer IT1412/1993) vanaf 1 Januarie 2025;
2. Johannes Dreyer Van Niekerk (Identiteitsnommer 740430 5220 08 6) word Hiermee gemagtig om alle dokumente aangaande bogenoemde huurkontrak namens die trust te teken.

GETEKEN DEUR AL DIE TRUSTEES:



JOHANNES DREYER VAN NIEKERK

Identiteitsnommer 420327 5024 08 7



JOHANNES DREYER VAN NIEKERK

Identiteitsnommer 740430 5220 08 6



JOHANNES GERHARDUS CLAASSEN

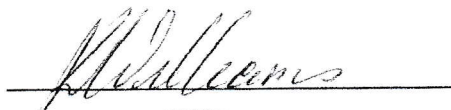
Identiteitsnommer 631016 5110 08 8

**RESOLUTION OF MEETING HELD BY THE TRUSTEES OF
THE JARRAHNUP FARM TRUST
REGISTRATION NUMBER: IT1412/1993
HELD AT HERMANUS ON 9 DECEMBER 2024**

The trustees of the trust agreed to the following:

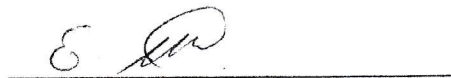
1. The trust accepts the termination of the lease agreement between the trust and AG Beukes CC, as from 31 December 2024;
2. The trust will enter into a lease agreement with Lemoenskap Plase Trust (Registration number IT2425/1994) from 1 January 2025;
3. Kevin Laurence Williams is hereby authorised to sign all the necessary documents pertaining to the lease agreement on behalf of the trust.

SIGNED BY ALL THE TRUSTEES:



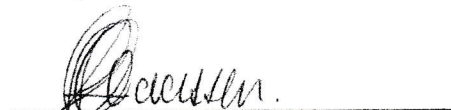
KEVIN LAURENCE WILLIAMS

Identity number 460128 5109 18 8



ELMARÉ WILLIAMS

Identity number 640105 0004 08 8



JOHANNES GERHARDUS CLAASSEN

Identity number 631016 5110 08 8

Elmare Walker-Williams

From: Lianna Niemand <Lianna.Niemand@consultm.co.za>
Sent: Tuesday, 17 December 2024 13:53
To: Friedel van Niekerk; Elmare Walker-Williams
Cc: Hansie Claassen
Subject: HUURKONTRAK: JARRAHNUP FARM TRUST / LEMOENSKOP PLASE TRUST
Attachments: Lease agreement - Jarrahnup.Lemoenskop - 13.12.2024.pdf; Resolusie - huur Jarrahnup.pdf; Resolution - lease Lemoenskop.pdf

Goeiemiddag almal,

Ek hoop dit gaan goed.

Hiermee 'n afskrif van die resolusies en getekende huurkontrak vir jul rekords.

Groete,

Lianna Niemand
Franchise Assistant
Consult Caledon

T: +27280500622

E: Lianna.Niemand@consultm.co.za

W: www.consultm.co.za

A: 31 Human St, Caledon, 7230

consult.
by momentum

FPI Corporate Partner



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