

**LEASE OF FARMLAND FOR PURPOSES OF THE PRODUCTION OF CHARCOAL AND
FIREWOOD AND CATTLE AND THE CONDUCTING OF HUNTING OPERATIONS**

Between

PETER VICTOR BECKERS

(hereinafter referred to as the “**Owner**”)

AND

GreenLab Farming CC

(hereinafter referred to as the “**Tenant**”)

1. DEFINITIONS AND INTERPRETATIONS

The headings of the clauses in this Agreement are for the purpose of convenience and reference only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof. Unless a contrary intention clearly appears:

1.1 words importing:

- 1.1.1 any one gender includes the other two genders;
- 1.1.2 the singular includes the plural and *vice versa*;
- 1.1.3 natural persons include created entities (corporate or unincorporated) and the state and *vice versa*;

1.2 In this Agreement, unless the context indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings, namely:

- 1.2.1 “**Agreement**” means this agreement and all schedules and annexures thereto;
- 1.2.2 “**Business Day**” means any day other than a Saturday, Sunday or national gazetted public holiday throughout Namibia;
- 1.2.3 “**Charcoal Operations**” means the harvesting of bush and the production of charcoal and firewood for selling purposes;
- 1.2.4 “**Charcoal Operations Staff**” means any persons employed by the Tenant for purposes of the Charcoal Operations, save for the Manager;
- 1.2.5 “**Farm House**” means the main farm house in which the Owner and his spouse used to live before retiring and the adjoining flat situated on the Property;
- 1.2.6 “**Hunting Operations**” means the hunting of game on the Property, including through a Professional Hunter, for purposes of the sale of the trophies and the meat of the game;
- 1.2.7 “**Infrastructure**” means the buildings (including the Farm House), installations, structures, dams, boreholes and roads together with any pumps or integral machinery which form part of the foregoing, and all fences, enclosures, stalls and pens on the farm;
- 1.2.8 “**Lease Period**” means the period for which this lease subsists;
- 1.2.9 “**Manager**” means any person who is employed by the Tenant as general manager particularly for purposes of the Charcoal Operations;
- 1.2.10 “**Operating Area**” refers to the area in any specific camp in which Charcoal Operations are taking place at any given time;
- 1.2.11 “**Operations**” means the Charcoal Operations and the Hunting Operations;

- 1.2.12 “**Owner**” means the registered owner of the Property, being Peter Victor Beckers (Identity No: 480930 0003 8), any representatives, agents and any successor in title;
- 1.2.13 “**Parties**” means the Owner and the Tenant and “**Party**” means, as the context requires, any of them;
- 1.2.14 “**Professional Hunter**” means any professional hunter or otherwise who has been given a concession or permission by the Tenant to hunt on the Property as part of the Hunting Operations;
- 1.2.15 “**Property**” means the Farm Hamburg No. 75, District of Otjiwarongo, Otjozondjupa Region; and
- 1.2.16 “**Tenant**” means GreenLab Farming CC, (CC/2017/08001), any representatives, agents and any successor in title;.

1.3 In this Agreement -

- 1.3.1 Clause headings and the heading of the Agreement are for convenience only and are not to be used in its interpretation;
- 1.3.2 an expression which denotes -
 - 1.3.2.1 any gender includes the other genders;
 - 1.3.2.2 a natural person includes a juristic person and vice versa;
 - 1.3.2.3 the singular includes the plural and vice versa; and
 - 1.3.2.4 a party includes a reference to that party's successors in title and assigns allowed at law.
- 1.3.3 this Agreement shall be binding on and enforceable by the permitted assigns or liquidators 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 permitted assigns or liquidators, as the case may be;
- 1.3.4 when any number of days is prescribed in this Agreement, they shall be reckoned inclusive of the first and exclusively of the last day;
- 1.3.5 should the day for the performance of any obligation in terms of this Agreement fall on a day which is not a Business Day, then such obligation shall be performed on the immediately following Business Day;
- 1.3.6 the rule of interpretation that a contract shall be interpreted against the Party responsible for the drafting or preparation of the contract, shall not apply;
- 1.3.7 any reference in this Agreement to any other agreement or document shall be construed as a reference to such other agreement or document as may have been, or may from time to time be, amended, varied, novated or supplemented;

- 1.3.8 the words “other” and “otherwise” shall not be construed *eiusdem generis* with any preceding words where a wider construction is possible;
- 1.3.9 any reference in this Agreement to legislation or subordinate legislation is to such legislation or subordinate legislation at the date of signature of this Agreement and as amended and/or re-enacted from time to time;
- 1.3.10 Schedules and appendices to this Agreement form an integral part thereof. Words and expressions defined in this Agreement bear corresponding meanings in such schedules and appendices, unless otherwise stated.
- 1.3.11 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.3.12 a reference to a “person” shall include a reference to a trust.

2. INTRODUCTION

- 2.1 The Owner wishes to let the Property for purposes of securing an income for himself and his spouse during the Owner's retirement. The Property shall be let for purposes of conducting various operations, *inter alia*, providing grazing land for cattle, the Charcoal Operations and the Hunting Operations.
- 2.2 While a further tenant (hereinafter, “**Further Tenant**”) is leasing the Property for purposes of grazing cattle (the terms and conditions of which is set out in a separate agreement (hereinafter, “**Further Lease Agreement**”)), the Owner wishes to let the Property, and the Tenant wishes to hire the Property, for purposes of conducting the Operations.
- 2.3 The Parties accordingly wish to enter into this Agreement on the terms and conditions set out hereunder.

3. DURATION OF AGREEMENT

- 3.1 This Agreement will commence on 1 May 2024 (unless otherwise agreed) and will end on 30 April 2029, unless terminated by any of the Parties on 9 (nine) months' written notice.
- 3.2 This Agreement may be renewed for a further period as determined by the Parties if agreed to by the Parties.

4. GENERAL RIGHTS OF THE TENANT

The Tenant shall be entitled to:

- 4.1 the right to access and entry to the Property to conduct the Operations on the terms and conditions set out in this Agreement;
- 4.2 conduct any further operations subject to the consent of the Owner and subject to the Tenant's endeavour to cooperate and reach agreement with the Further Tenant as contemplated in clause 5.2 below; and
- 4.3 bring onto the Property their necessary Charcoal Operations Staff, erect staff living quarters for the Charcoal Operations Staff on the Property and bring onto the Property all such material, machinery, equipment and plant as the Tenant may consider necessary for conducting the Operations.

5. OCCUPATION OF FARM HOUSE AND DIVISION OF COSTS; RIGHT TO ACCESS OF LESSOR; AND COOPERATION WITH FURTHER TENANT

5.1 The Owner shall have the right of access to the Property, including the Operating Areas and the Farm House, upon notification of either of the Tenant or the Manager, as the case may be. However, the Owner shall not interfere with or obstruct the day to day conduct or running of the Operations, save in the event of a breach of the provisions of this Agreement which in the circumstances of such breach necessitates such interference.

5.2 The Tenant shall cooperate, and endeavour to reach agreement, with the Further Tenant in respect of any matter concerning the operations conducted on the Property in terms of this Agreement and the Further Lease Agreement and on any further operation which the Tenant may wish to pursue in the future, including the cutting and baling of grass on the Property. The matters concerning the current operations conducted on the Property on which the Tenant shall cooperate, and endeavour to reach agreement, with the Further Tenant include (i) the location of the Operating Areas, (ii) location on the Property of the staff living quarters, (iii) the movement on the Property of the staff for the Charcoal Operations, (iv) the use and maintenance of any Infrastructure, including the water supplies and (v) the occupation of the staff living quarters at the Farm House.

6. GENERAL OBLIGATIONS OF THE TENANT; MAINTENANCE, IMPROVEMENTS, ALTERATIONS, ADDITIONS AND IMPROVEMENTS OF INFRASTRUCTURE

6.1 The Tenant shall throughout the Lease Period maintain in good order and condition the Infrastructure. Should the Tenant cause or notice any damage to the Infrastructure, the Tenant shall promptly notify the Owner thereof. In principle, the Tenant shall be liable for the costs of any maintenance and repairs of any Infrastructure necessary for conducting the Operations that was in a functioning condition before the Lease Period commenced and subsequently damaged during the Lease Period, while the Owner shall be liable for the costs of any maintenance and repairs of any Infrastructure necessary for conducting the Operations that was not in a functioning condition before the Lease Period commenced. In the event where it is not clear whether any of the Infrastructure was in a functioning condition before the commencement of the Lease Period or whether such Infrastructure is necessary for conducting the Operations, the parties shall cooperate and endeavour to reach agreement on the allocation of costs between them in performing the relevant maintenance and repairs.

6.2 In principle, the Tenant does not have a claim against the Owner to provide any additional Infrastructure to that which exists on the Property at the commencement of the Lease Period or make any additions to the existing Infrastructure (hereinafter, "**Relevant Additions**"). The Tenant shall not make any Relevant Additions without the prior consent of the Owner, except for the erection of the living quarters for the Charcoal Operations Staff as contemplated in clause 4.3 above.

6.3 Should the Tenant make Relevant Additions in breach of clause 6.2 above, the Tenant shall not have any claim against the Owner for compensation therefor, nor shall the Tenant have any right of retention in respect of any Relevant Additions, save in respect of the staff living quarters contemplated in clause 4.3 above and unless the Owner has given his prior consent to the Relevant Additions.

6.4 Should any existing Infrastructure become completely inoperative due to causes other than gross negligent behaviour of the Tenant or any of their employees, and such Infrastructure is necessary for conducting the Operations, the Owner will be liable for the costs of substituting such Infrastructure. In the event where it is not clear whether any existing Infrastructure has become completely inoperative, whether this was caused by gross negligent behaviour of the Tenant or any of their employees or whether the Infrastructure is necessary for conducting the Operations, the parties shall cooperate and endeavour to

reach agreement on the allocation of costs between them in substituting the relevant Infrastructure.

7. OBLIGATIONS OF THE TENANT IN RESPECT OF THE CHARCOAL OPERATIONS

7.1 Personnel

- 7.1.1 The Tenant shall limit the number of Charcoal Operations Staff to a maximum of 50 persons. Should the Tenant require an increase of Charcoal Operations Staff above 50, he will be required to obtain the written approval of the Owner.
- 7.1.2 The Tenant shall ensure that the Charcoal Operations Staff are provided with respectable living and working conditions.
- 7.1.3 The Tenant shall not allow its Charcoal Operations Staff to establish any camps or living quarters other than those erected by the Tenant and designated for the Charcoal Operations Staff as contemplated in clause 4.3 above, nor may any informal settlements be established on the Property.
- 7.1.4 The Tenant shall not allow any friends, relatives or dependents of the Operational Staff to be brought onto the Property.

7.2 Usage and Maintenance Of Roads

- 7.2.1 The Tenant shall, wherever possible, make use of existing roads on the Property and shall be permitted to construct new roads should existing roads be too far from the Operating Areas. When constructing new roads the Tenant shall prevent erosion from starting.
- 7.2.2 In order to minimise environmental damage and soil erosion, the Tenant will refrain from using heavy vehicles and mechanical machinery on the roads and tracks during periods of heavy rain.

7.3 Domestic and Environmental Obligations of the Tenant

- 7.3.1 The Tenant shall provide adequate sanitary facilities, preferably in the form of mobile chemical latrines, washing facilities and refuse pits in every Operating Area. Such facilities shall be maintained in a hygienic condition and be subject to inspection for pollution with faeces and urine by the Owner. On completion of the Charcoal Operations in any demarcated area, these areas shall immediately and as far as reasonably possible be restored to its original condition to the satisfaction of the Owner.
- 7.3.2 Non-biodegradable refuse, domestic or otherwise, shall be removed from the Property by the Tenant. It may not be disposed of by burning or burial thereof on the Property.
- 7.3.3 The Tenant shall not allow the Charcoal Operations Staff to bring or keep any firearms or weapons of whatever nature on the Property.
- 7.3.4 The Tenant shall not allow the Charcoal Operations Staff to bring or keep any dogs or other animals on the Property. The Tenant shall instruct the Manager to refrain from keeping any dogs or other animals on the Property without the consent of the Owner.

- 7.3.5 The Tenant shall not allow the Charcoal Operations Staff to undertake any hunting of any nature on the Property.

7.4 Fire

- 7.4.1 The Tenant shall implement specific measures to minimise the risk of veldt fires from breaking out and to manage effectively veldt fires once they have broken out as a result of the Charcoal Operations. Such measures shall be to the satisfaction of the Owner. The Tenant shall as soon as is practicable after the commencement of the Lease Period provide a list of such measures to the Owner and the Owner shall notify the Tenant as to whether or not he deems such measures satisfactory.
- 7.4.2 The Tenant shall for the duration of the Lease Period either itself or instruct the Manager to take out public liability insurance cover to a reasonable amount to provide for direct and consequential liabilities which may arise under this Agreement, which shall include coverage of all fire-related liabilities. The Tenant or the Manager, as the case may be, shall provide the Owner with a copy of the relevant policy.

7.5 Harvesting

- 7.5.1 The Tenant shall be in the possession of a valid harvesting permit obtained from the Ministry of Agriculture, Water and Forestry at all times and shall adhere to requirements and guidelines as set out therein.
- 7.5.2 The Tenant shall adhere to all relevant requirements and guidelines, including those provided by the Namibian Department of Forestry, when conducting the Charcoal Operations, including requirements and guidelines in respect of the type and sizes of bush to be harvested.

8. OBLIGATIONS OF THE TENANT IN RESPECT OF THE HUNTING OPERATIONS

- 8.1 The Tenant shall obtain the necessary permits from the Ministry of Environment and Tourism (hereinafter, "**MET**") of Namibia or the relevant conservancy of which the Property is part (hereinafter, "**Conservancy**") for conducting the Hunting Operations.
- 8.2 The Tenant is allowed to hunt game for their own use or for the Charcoal Operations Staff and general staff of the Tenant.
- 8.3 The Tenant shall adhere to the number of game that is allowed to be hunted by the relevant permit from MET or the Conservancy, as the case may be.
- 8.4 The Tenant is required to hunt one Oryx or Kudu antelope per month and provide the Owner with the meat thereof.
- 8.5 If the Tenant, Manager and Professional Hunter become aware of any male game of any species on the Property that could be suitable for breeding purposes, they shall immediately notify the Owner thereof and refrain from hunting such animal. The Tenant shall notify the Manager and Professional Hunter of the obligations contemplated by this clause 8.5.

9. COMPENSATION

- 9.1 The Tenant shall be liable to pay N\$20,000 inclusive of VAT per month in rental charges to the Owner (hereinafter, "**Rental Charge**").
- 9.2 The Tenant shall pay the Rental Charge 26th day of each and every month into a bank account nominated by the Owner. Should the Tenant fail to pay the Rental Charge on the due date as aforementioned, this will constitute a breach of this Agreement.

- 9.3 The Rental Charge shall escalate annually at the rate of inflation for Namibia as reported by the Namibian Central Bureau of Statistics. The first escalation shall occur on 1 March 2020 and thereafter on 1 March of each subsequent year for the duration of the Lease Period.

10. APPLICATION, CESSION AND ASSIGNMENT

- 10.1 This Agreement shall be binding on the successor in title, the estates, heirs, executors, administrators, trustees, assigns, liquidators or curators of the Owner, as fully and effectually as if they had signed this Agreement in the first instance.
- 10.2 The Tenant shall not be entitled to cede any of its rights or delegate any of its obligations under and/or arising from this Agreement without the prior written consent of the Owner.

11. DOMICILIUM

- 11.1 For the purposes of the giving of notices and the serving of legal process in terms of this Agreement, each of the Parties chooses a *domicilium citandi et executandi* ("domicilium") as follows:

11.1.1 The **Owner** at: Farm Hamburg No. 75, Otjiwarongo, Namibia;
Postal address: P.O. Box 78, Otjiwarongo;
Fax No: 00264 067 290144;
Email: beckers@iway.na; and
Attention: Peter V Beckers.

11.1.2 The Tenant at: Farm Eisenberg No. 78;
Fax No: P.O. Box 78, Otjiwarongo;
Email: heiko@greenlab.co.za;
Attention: Heiko Beckers.

- 11.2 Any Party may at any time, by notice in writing to the other Party, change its domicilium to any other address in Namibia or South Africa which is not a post office box *or post restante*.

- 11.3 Any notice given in connection with this Agreement shall, save where a particular form of notice is stipulated, be:

- 11.3.1 delivered by hand; or
- 11.3.2 sent by courier; or
- 11.3.3 sent by post; or
- 11.3.4 sent by fax (if the domicilium includes a fax number),

to the domicilium chosen by the Party concerned.

- 11.4 A notice given as set out above shall be deemed to have been duly given (unless the disputing Party proves the contrary):

11.4.1 if delivered by hand, on the date of delivery; or

11.4.2 if sent by courier, on the date of delivery by the courier service concerned; or

11.4.3 if sent by post, on the fifth Business Day after the date of posting; or

11.4.4 if sent by fax, on the first Business Day after the date of transmission and the facsimile transmission confirmation slip will be considered to be proof of receipt of correspondence.

11.5 Any written notice (including any electronic mail) actually received by a Party shall be valid, notwithstanding that it may not have been given in accordance with the preceding provisions of this clause 11.

11.6 The facsimile transmission confirmation slip will be considered to be proof of receipt of correspondence;

11.7 Any notice/letter shall be deemed to have been received seven days after the date on which it was posted.

12. INDEMNITY

12.1 The Tenant assumes full liability for any loss, damage, death, injury or death to the person or property of the Owner which may arise due to the Operations, whether such is caused by the Tenant himself, any employee, officers, representatives, agents, contractors, sub-contractors or any other person entering the Property on the strength of this Agreement and with the consent of the Tenant and/or Owner as the case may be.

12.2 The Tenant hereby indemnifies the Owner, its agents, representatives and employees against all claims of whatsoever nature arising out of any loss, damage, injury to or death of persons or property (including, without limitations, any worker or other such persons employed by the Tenant or sub-contractors) resulting from the carrying out of this Agreement.

13. BREACH

Should the Tenant commit any breach of this Agreement and fail to remedy such breach within 10 (ten) Business Days written notice to remedy such breach having been given by the Owner, the Owner shall be entitled forthwith, in addition to any other remedy available to it in law or under this Agreement, to cancel this Agreement without prejudice to the Owner's rights in law or under this Agreement, including the Owner's rights to claim losses or damage occasioned by such breach.

14. WHOLE AGREEMENT; NO AMENDMENT

14.1 This Agreement constitutes the whole agreement between the Parties in relation to the subject matter thereof and no Party shall accordingly be bound by any undertaking, representation or warranty not recorded therein.

14.2 No variation of, novation of, addition to, consensual cancellation of or waiver of any right arising in terms of this Agreement (including this clause 14.2) shall be of any force or effect unless it is reduced to writing and signed by a duly authorised representative of each of the Parties.

15. SEVERABILITY

The Parties agree that each clause of this Agreement shall be severable, the one from the other, and if any clause is found to be defective or unenforceable for any reason by any competent court, then the remaining clauses shall be and continue to be of full force and effect.

16. LAWS

16.1 The Parties agree that the laws of Namibia in force from time to time shall be applicable to and shall govern all matters relating to and arising from this Agreement.

16.2 Each Party agrees that any legal action or proceedings arising out of or in connection with this Agreement may be brought against it in the Namibian High Court (or any successor to that court) and irrevocably submits to the non-exclusive jurisdiction of such court.

17. NO WAIVER

No relaxation, indulgence or extension of time granted by any Party (the "**Grantor**") to the other Party shall be construed as a waiver of any of the Grantor's rights in terms hereof, or a novation of any of the terms of this Agreement or estop the Grantor from enforcing strict and punctual compliance with the terms of this Agreement.

18. INDEPENDENT ADVICE

The Parties acknowledge that they have been free to secure independent legal and other advice as to the nature and effect of all the provisions of this Agreement and that they have either taken such independent legal and other advice or dispensed with the necessity of doing so. Further, the Parties acknowledge that all of the provisions of this Agreement have been negotiated between them and are part of the overall intention of the Parties in connection with this Agreement.

19. EXECUTION


This Agreement:

19.1 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 constitute one agreement;

19.2 shall be valid and binding upon the Parties thereto, notwithstanding that one or more of the Parties may sign a fax copy thereof and whether or not such fax copy contains the signature of any other Party.

For **Peter Victor Beckers**

Signature:



who warrants that he / she is duly authorised thereto

Name:

Peter Victor Beckers

Date:

17.11.2024

Place:

Hamburg #75

For **Heiko Beckers**

Signature:



who warrants that he / she is duly authorised thereto

Name:

Heiko Beckers

Date:

17.11.2024

Place:

Farm Hamburg #75