

UITNODIGING OM TE TENDER:

GRAAN SA BEWERKBARE EN WEIDINGSGROND

VIR 'N TYDPERK VAN 3 JAAR VAN 1 SEPTEMBER 2026 TOT 31 AUGUSTUS 2029

1. Graan SA bied hiermee die volgende eiendom aan vir tender om te huur:

Plaas	Bewerkbare grond / Weiding	Hektaar
Weiding		
<p>1. Verskeie weidingkampe. Geen water nie.</p> <p><i>Gemerk as K03, K04, K07, MV07, "opleiding", MV08 en OL03 op Bylae C hieraan.</i></p> <p><i>Nota:</i></p> <p>1.1 K03 en K04 is van 22,65 ha tot 30 ha uitgebrei as gevolg van omheinings. Neem asseblief kennis dat K03 en K04 nie jaarliks vir April en Mei beskikbaar sal wees nie, aangesien dit tydens NAMPO vir parkering gebruik sal word.</p> <p>1.2 Vir MV08 is 20.1 ha beskikbaar as gevolg van huidige omheinings. Neem asseblief kennis dat MV08 nie jaarliks vir April en Mei beskikbaar sal wees nie, aangesien dit tydens NAMPO vir parkering gebruik sal word.</p> <p>1.3 MV08 vorm deel van Plaas Marthavile Nr. 911 wat aan NAMPO (Pty) Ltd behoort, dus sal 'n afsonderlike huurooreenkoms met die suksesvolle tender aangegaan word.</p>	Weiding	133.7
Bewerkbare grond		
<p>1. Plaas Doornpan Zuid Nr 858 (resterende gedeelte), distrik Bothaville (Bekend as "Oorlog")</p> <p><i>Gemerk as OL01 en OL02 tot Bylae C hieraan.</i></p>	Bewerkbare grond	113.36

<p>2. Marthaville Nr 911, Resterende gedeelte, distrik Bothaville, Plaas Rietfontein Hart 512, Onderafdeling 6 gedeelte 2, distrik Bothaville. Plaas Rietfontein Hart Nr 512, Resterende gedeelte 2, distrik Bothaville (Gekombineerd bekend as “Marthaville”)</p> <p><i>Gemerks as MV01, MV02, MV03, MV04, MV05, MV06, MV10, MV11 en MV12 op Bylae C. Hektare beskikbaar op MV12 is gemerk op Bylae D.</i></p> <p><i>Nota:</i></p> <p>2.1 'n Deel van MV10, wat aan NAMPO Park grens, vorm nie deel van die grond wat vir tender beskikbaar is nie (2,03 ha). Dienooreenkomstig stem die hektaar wat op Bylae C vir MV10 aangedui word, nie ooreen met die aantal hektaar beskikbaar nie en sal 13,12 ha beloop.</p> <p>2.2 'n Deel van MV12, wat aan NAMPO-park grens (nuwe kampeerfasiliteite) vorm nie deel van die grond beskikbaar vir tender nie (32,02 – 2,4 ha). Dienooreenkomstig, stem die hektaar wat op Bylae C vir MV12 aangedui word, nie ooreen met die aantal beskikbare hektaar nie en sal 29,62 ha beloop.</p> <p>2.3 MV03, MV04 en MV10 vorm deel van Plaas Marthaville Nr. 911 wat aan NAMPO (Pty) Ltd behoort, en gevolglik sal 'n afsonderlike huurooreenkoms met die suksesvolle tender aangegaan word.</p>	<p>Bewerkbare grond</p>	<p>237.32</p>
<p>3. Eden Nr 327, Onderafdeling 3, Distrik Bothaville</p> <p><i>Gemerks as ELO1, ELO2, ELO3, ELO4 and ELO5 tot Bylae C.</i></p> <p><i>Nota:</i></p> <p>3.1 'n deel van ELO3, wat aan die vliegveld grens, vorm nie deel van die grond wat beskikbaar is vir tender nie (2,3 ha). Gevolglik stem die hektaar wat op Bylae C vir ELO3 aangedui word, nie ooreen met die aantal beskikbare hektaar nie.</p>	<p>Bewerkbare grond</p>	<p>165.51</p>

2. Termyn:

2.1. 3 Jaar vanaf 1 September 2026 tot 31 Augustus 2029.

3. Bepalings en voorwaardes

3.1. Voorkeur sal gegee word aan persone wat reeds ten volle opbetaalde lede van Grain SA is en wat hul heffings en lidmaatskapfooie aan Grain SA betaal het. Huurooreenkomste sal slegs toegeken word aan volledig opbetaalde Grain SA-lede.

3.2. Bepalings en voorwaardes en die huurkontrak is aan die tenderuitnodiging geheg.

3.3. Tenders moet teen die sluitingsdatum op die amptelike tenderdokument ingedien word.

3.4. Graan SA is nie verplig om die hoogste of enige tender te aanvaar nie.

4. Sluitingsdatum

4.1. Tenders moet per e-pos op 15 **Maart 2026 om 17:00** ingedien word aan:

Die Maatskappysekretaris

Grain SA

E-mail: nicov@grainsa.co.za and cosec@grainsa.co.za

Tel: 086 004 7246

Aandag: Nico Vermaak

5. Tenders en verdere inligting kan versoek word by

Nico Vermaak (Cosec)

082 449 9897

nicov@grainsa.co.za

"C:\Users\Cosec.GSA-COSEC-LT\Grain SA\Corporate Services - Documents\Korporatief\2026 - 2025 - 2024 - 2023 Contracts Register\2026\GSA_Tender of farm Contracts\Tender for GSA arable land and grazing land.docx"

INVITATION TO TENDER:

GRAIN SA ARABLE AND GRAZING LAND

FOR A PERIOD OF 3 YEARS FROM 1 SEPTEMBER 2026 TO 31 AUGUST 2029

1. Grain SA hereby offers, for tender to lease, the following property:

Farm	Arable land / Grazing land	Hectares
Grazing		
<p>1. Various grazing camps. No water.</p> <p><i>Marked as K03, K04, K07, MV07, "opleiding", MV08 and OL03 on Annexure C hereto.</i></p> <p>Note:</p> <p><i>1.1 K03 and K04 increased from 22.65ha to 30 ha in terms of new fencing. Please note that K03 and K04 will not be available for the months of April and May annually as it will be utilised for parking during NAMPO.</i></p> <p><i>1.2 MV08: 20.1 ha is available in terms of current fencing. Please note that MV08 will not be available for the months of April and May annually as it will be utilised for parking during NAMPO.</i></p> <p><i>1.3 MV08 forms part of Farm Marthavile No 911 which belongs to NAMPO (Pty) Ltd, accordingly, a separate lease agreement will be concluded with the successful tenderer.</i></p>	Grazing	133.7
Arable Land		
<p>1. Farm Doornpan Zuid Nr 858 (resterende gedeelte), distrik Bothaville (Known as "Oorlog")</p> <p><i>Marked as OL01 and OL02 on Annexure C hereto.</i></p>	Arable land	113.36

<p>2. Marthaville Nr 911, Resterende gedeelte, distrik Bothaville, Farm Rietfontein Hart 512, Subdivision 6 gedeelte 2, distrik Bothaville. Farm Rietfontein Hart Nr 512, Resterende gedeelte 2, distrik Bothaville (combined known as “Marthaville”)</p> <p><i>Marked as MV01, MV02, MV03, MV04, MV05, MV06, MV10, MV11 and MV12 on Annexure C hereto. Hectares available on MV12 is additionally marked hereto on Annexure D.</i></p> <p><i>Note:</i></p> <p><i>2.1 A part of MV10, which borders NAMPO Park does not form part of the land available for tender (2.03 ha). Accordingly, the hectares shown on Annexure C for MV10 does not coincide with the number of hectares available and will amount to 13.12ha.</i></p> <p><i>2.2 A part of MV12, which borders NAMPO Park (new camping facilities), does not form part of the land available for tender (32.02 – 2.4 ha). Accordingly, the hectares shown on Annexure C for MV12 does not coincide with the number of hectares available and will amount to 29.62 ha.</i></p> <p><i>2.3 MV03, MV04 and MV10 forms part of Farm Marthaville No 911 which belongs to NAMPO (Pty) Ltd, accordingly, a separate lease agreement will be concluded with the successful tenderer.</i></p>	Arable land	237.32
<p>3. Eden Nr 327, Subdivision 3, district Bothaville</p> <p><i>Marked as EL01, EL02, EL03, EL04 and EL05 on Annexure C hereto.</i></p> <p><i>Note:</i></p> <p><i>3.1 'n part of EL03, which borders the airfield does not form part of the land available for tender (2.3ha). Accordingly, the hectares shown on Annexure C for EL03 does not coincide with the number of hectares available.</i></p>	Arable land	165.51

2. **Term:**

2.1. 3 Year term from 1 September 2026 to 31 August 2029.

3. **Terms and conditions**

3.1. Preference will be given to persons who are already fully paid-up members of Grain SA and who have paid over their levies and membership fees to Grain SA. Lease agreements will only be awarded to fully paid-up Grain SA members.

3.2. Terms and conditions and a lease agreement is attached to the tender invitation.

3.3. Tenders must be submitted on the official tender document by the closing date.

3.4. Grain SA is under no obligation to accept the highest or any Tender.

4. Closing date

4.1. Tenders must be submitted by email on the **15 March 2026 at 17:00** to:

The Company Secretary

Grain SA

E-mail: nicov@grainsa.co.za and cosec@grainsa.co.za

Tel: 086 004 7246

For the attention of Nico Vermaak

5. Tenders and further information may be requested from

Nico Vermaak (Cosec)

082 449 9897

nicov@grainsa.co.za

"C:\Users\Cosec.GSA-COSEC-LT\Grain SA\Corporate Services - Documents\Korporatief\2026 - 2025 - 2024 - 2023 Contracts Register\2026\GSA_Tender of farm Contracts\Tender for GSA arable land and grazing land.docx"

**TENDER FOR GRAIN SA ARABLE AND PASTURELAND
FOR THE PERIOD 1 SEPTEMBER 2026 TO 31 AUGUST 2029**

(ISSUED ON 26 FEBRUARY 2026)

Grain SA

Blok C Alenti Park, 457 Witherite Road, The Willows, Pretoria
(hereinafter referred to as the “**Owner**”)

offers by tender certain fixed property:

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

For a period of 3 (three) years from 1 September 2026 calculated as follows:

Year 1: 1 September 2026 – 31 August 2027

Year 2: 1 September 2027 – 31 August 2028

Year 3: 1 September 2028 – 31 August 2029

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

Whereas it is recorded that the tender of such farmland by the Owner is made on the following terms and conditions:

1. Interpretation

In this Agreement, unless the context otherwise requires:

- 1.1. references to clauses and schedules are references to clauses of and schedules to this Tender document;
- 1.2. the headings to clauses shall be ignored in construing this Tender document;
- 1.3. the plural includes the singular and vice versa;
- 1.4. any party to this Tender document includes its successors and permitted assignees and transferees;
- 1.5. the word including and other similar words do not imply any limitation;
- 1.6. a person includes any individual, firm, corporation, association of persons (corporate or not), trust, government department or municipal authority (in each case whether or not having separate legal personality);
- 1.7. derivatives of any defined word or term shall have a corresponding meaning;
- 1.8. a reference to any document or agreement includes a reference to any document or agreement as amended, novated or replaced.

2. Terms and Conditions

- 2.1. The **Owner** is under no obligation to accept the highest or any Tender.
- 2.2. Preference shall be afforded to tenderers who have paid the requisite levy and membership fees to Grain SA. Lease agreements shall be awarded exclusively to paid-up members of Grain SA.
- 2.3. It is recorded that any person or individual may submit a tender. However, should the tenderer not be a paid-up member at the closing of the tender process, and the tender is accepted by the Tenant, then and in that event:
 - 2.3.1. the tenderer shall be obliged to become a paid-up member of Grain SA for the **duration** of the lease agreement; and

2.3.2. the tenderer shall be obliged to pay the required levies for Grain SA in accordance with the Constitution and decisions of the Grain SA Board before the 28th of February of each year.

2.4 Any person acting as agent or authorised representative for purposes of this tender and or resultant lease agreement shall sign surety on behalf of the Tenant in accordance with the deed of suretyship attached hereto as Annexure 'B' to the tender document.

2.4. Tenders must be submitted by email on the 15 March 2026 at 17:00 to:

The Company Secretary

Grain SA

E-mail: nicov@grainsa.co.za and cosec@grainsa.co.za

Tel: 086 004 7246

For the attention of Nico Vermaak

3. The offer to lease

3.1. This document, together with the attached lease agreement (**Annexure A** to the Tender Document), constitutes an offer to lease by the tenderer. Upon acceptance by the **Owner**, this document shall constitute a valid and binding offer in all respect, and the Tenant shall, upon ratification thereof, sign the attached lease agreement.

4. Conditions relating to the Farmland

4.1. The tender and lease are subject to the conditions contained in the title deed of the **farmland**, as well as any conditions set out in the attached lease agreement. The Owner shall not be liable for any shortages of any nature whatsoever arising from any re-measurement of the **farmland**, and the Owner shall not likewise derive any benefit from any surplus should such surplus exist.

4.2. The Tenderer hereby acknowledges that he has inspected the **farmland**, that he is satisfied with it and that the **farmland** is leased *voetstoots* (as is) in the condition in which it stands upon acceptance of the tender. No warranty of any nature is given, and the Owner shall not be liable for any defects in the **farmland**, whether latent or patent.

4.3. The Tenderer acknowledges that the tender does not include any movable **assets** on the **farmland**.

5. Rental Amount, VAT and Payment Terms

5.1. VAT (Value Added Tax) shall be added to the rental amount.

- 5.2. If the tender had been granted to the Tenant in writing by the Owner, the Tenant shall, within 7 (seven) days, pay a deposit of 10%, calculated on the total rental amount for the first year, and 15% VAT thereupon into the Owner's nominated bank account.
- 5.3. Payment of the balance of the rental amount for the first year, inclusive of the 15% VAT due thereon, shall be made before the date of occupation, which payment shall be made no later than the 31st of August 2026. For each subsequent year the rental amount shall be payable annually on or before the 31st of August.
- 5.4. The deposit, as per Clause 5.2 above, shall be set off against the first year's rental amount.
- 5.5. Should the lease transaction not materialise, or be cancelled prior to the date of occupation due to the Tenant's fault or omission, the Tenant shall forfeit the 10% deposit referred to in Clause 5.2 above.
- 5.6. Should the Tender be granted to the Tenderer, the lease shall be offered for a term of three years, and the rental amount shall escalate annually by 5%.

6. Occupation

- 6.1. Should the tender be granted to the Tenderer, the Tenant shall take occupation of the **farmland** by the 1st of September 2026, subject to the terms and conditions of the Tender Agreement and Lease agreement being met prior to such occupation.
- 6.2. All reasonably foreseeable risks associated with the **farmland** will be transferred to the Tenant upon occupation.

7. Jurisdiction

- 7.1. The Parties hereto consent to the jurisdiction of the Magistrates Court for any action arising directly or indirectly from the existence or cancellation of this tender. The Owner, however, reserves the right to institute proceedings in the High Court and to recover costs incurred by any legal actions taken by the Owner for the enforcement of this tender and or resultant lease agreement.

8. No waiver of Rights

- 8.1. No indulgence or extension of time granted by the Owner to the Tenderer, shall detract from the provisions of this agreement, nor shall it constitute a waiver of any of the Owner's rights.

9. **Domicilia and notices**

9.1. The Parties hereby choose *domicilium citandi et executandi* for all purposes under this Tender document and Lease Agreement at their respective addresses as follows:

Owner: Grain SA, Block C,
Alenti Office Park,
457 Witherite St,
The Willows,
Pretoria,
0040
Email: cosec@grainsa.co.za

Tenderer: _____

9.2. Any notice to either party shall be addressed to it at its domicilium aforesaid and either sent by email or delivered by hand. In the case of any notices:

9.2.1. delivered by hand, it shall be deemed to have been received, unless the contrary is proved, on the date of delivery, provided such date is a business day, or otherwise on the next following business day;

9.2.2. sent by email, it shall be deemed to have been received, unless the contrary is proved, on the 1st (first) business day after transmission.

9.3. For the purposes hereof “business day”, means any day other than a Saturday or Sunday or public holiday.

9.4. Notwithstanding these provisions, any notice that is actually received by a party shall be deemed to have been validly served.

10. **No liability for Incorrect Descriptions or information.**

10.1. The Owner shall not be liable for any incorrect description and/or information provided in this tender, and no warranty of any nature is given. No compensation shall be claimable in respect of any error made, and any prospective Owner must satisfy himself as to the correctness or otherwise of any such description and/or information, as well as any further conditions relating to the tender and lease.

11. Tender information

11.1. Land for Tender

Farm	Arable land / Grazing land	Hectares	Offer per hectare
Grazing			
<p>1. Various grazing camps. No water.</p> <p><i>Marked as K03, K04, K07, MV07, “opleiding”, MV08 and OL03 on Annexure C hereto.</i></p> <p><i>Note:</i></p> <p><i>1.1 K03 and K04 increased from 22.65ha to 30 ha in terms of new fencing. Please note that K03 and K04 will not be available for the months of April and May annually as it will be utilised for parking during NAMPO.</i></p> <p><i>1.2 MV08: 20.1 ha is available in terms of current fencing. Please note that MV08 will not be available for the months of April and May annually as it will be utilised for parking during NAMPO.</i></p> <p><i>1.3 MV08 forms part of Farm Marthavile No 911 which belongs to NAMPO (Pty) Ltd, accordingly, a separate lease agreement will be concluded with the successful tenderer.</i></p>	Grazing	133.7	
Arable Land			
<p>1. Farm Doornpan Zuid Nr 858 (resterende gedeelte), distrik Bothaville (Known as “Oorlog”)</p> <p><i>Marked as OL01 and OL02 on Annexure C hereto.</i></p>	Arable land	113.36	

<p>2. Marthaville Nr 911, Resterende gedeelte, distrik Bothaville, Farm Rietfontein Hart 512, Subdivision 6 gedeelte 2, distrik Bothaville. Farm Rietfontein Hart Nr 512, Resterende gedeelte 2, distrik Bothaville (combined known as “Marthaville”)</p> <p><i>Marked as MV01, MV02, MV03, MV04, MV05, MV06, MV10, MV11 and MV12 on Annexure C hereto. Hectares available on MV12 is additionally marked hereto on Annexure D.</i></p> <p>Note:</p> <p>2.1 A part of MV10, which borders NAMPO Park does not form part of the land available for tender (2.03 ha). Accordingly, the hectares shown on Annexure C for MV10 does not coincide with the number of hectares available and will amount to 13.12ha.</p> <p>2.2 A part of MV12, which borders NAMPO Park (new camping facilities), does not form part of the land available for tender (32.02 – 2.4 ha). Accordingly, the hectares shown on Annexure C for MV12 does not coincide with the number of hectares available and will amount to 29.62 ha.</p> <p>2.3 MV03, MV04 and MV10 forms part of Farm Marthaville No 911 which belongs to NAMPO (Pty) Ltd, accordingly, a separate lease agreement will be concluded with the successful tenderer.</p>	Arable land	237.32	
<p>3. Eden Nr 327, Subdivision 3, district Bothaville</p> <p><i>Marked as EL01, EL02, EL03, EL04 and EL05 on Annexure C hereto.</i></p> <p>Note:</p> <p>3.1 A part of EL03, which borders the airfield does not form part of the land available for tender (2.3ha). Accordingly, the hectares shown on Annexure C for EL03 does not coincide with the number of hectares available.</p>	Arable land	165.51	

11.2 Information of Tenderer

Full name and Surname	
ID number	
Marital status	
Full names of spouse (Should the marriage be in community of property)	
Legal entity for purposes of lease agreement	
Agent (if applicable)	
Cell phone number	
E-mail	
Physical address	

Note: All details submitted will be managed in accordance with the POPI Act, Act no 4 of 2013.

Documents to accompany this tender:	
1. ID document of Tenderer (in the event of a company or trust the registration documents)	
2. Proof of address of the Tenderer	
3. Completed Annexure A to this Tender Document	
4. Completed Annexure B to this Tender Document	

Signed at _____ on this ____ day of _____ 2026.

Witness:

1. _____
2. _____

Tenderer

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Lease Agreement

ENTERED INTO BY AND BETWEEN

GRAIN SA

Registration No. NPO 045605
Block C Alenti Park, 457 Witherite Road, The Willows, Pretoria
herein represented by
NICOLAAS JAKOBUS VERMAAK

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

and

_____ herein represented by _____

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

in respect of the farmland described as

situated in the district of Bothaville (Nala)

(Hereinafter referred to as the **“Farmland”**)

Whereas the Owner owns the farmland and whereas the Owner has instituted a tender process for the lease of the farmland for which the Tenant has successfully applied.

And whereas the Owner and Tenant have reached an agreement as to the terms and conditions relating to the lease of the farmland.

Now therefore, the Parties agree as follows:

1. Interpretation

In this Agreement, unless the context otherwise requires:

- 1.1 references to clauses and schedules are references to clauses of and schedules to this Tender document;
- 1.2 the headings to clauses shall be ignored in construing this Tender document;
- 1.3 the plural includes the singular and vice versa;
- 1.4 any party to this Tender document includes its successors and permitted assignees and transferees;
- 1.5 the word including and other similar words do not imply any limitation;
- 1.6 a person includes any individual, firm, company, association of persons (corporate or not), trust (in each case whether or not having separate legal personality);
- 1.7 derivatives of any defined word or term shall have a corresponding meaning;
- 1.8 a reference to any document or agreement includes a reference to any document or agreement as amended, novated or replaced;

2. DESCRIPTION OF THE FARMLAND

- 2.1 The Owner hereby lets to the Tenant and the Tenant hereby rents the farmland situated at _____, a map of the farmland is attached to the Tender document as **Annexure C**.

3. LEASE TERM

3.1 Notwithstanding the date of signature hereon, this lease shall commence on 1 September 2026 and shall endure for a period of 3 consecutive years (“lease term”), which duration shall be calculated as follows:

3.1.1 Year 1: 1 September 2026 to 31 August 2027

3.1.2 Year 2: 1 September 2027 to 31 August 2028

3.1.3 Year 3: 1 September 2028 to 31 August 2029.

3.2 It is recorded that at the end of the lease term, this agreement is automatically terminated and that the lease of the property may be subject to tender processes.

4. RENTAL, ESCALATION AND MEMBERSHIP

4.1 The rental payable shall be as follows:

4.1.1 A yearly rental of R_____ per hectare, amounting to a total of R_____ plus VAT is payable to the Owner into its nominated bank account, which will be provided to the Tenant.

4.1.2 A deposit of 10% plus VAT, calculated on the total rental amount for the first year shall be payable within 7 (seven) days after which the tender has been granted to the Tenant.

4.1.3 Payment of the balance of the rental amount for the first year, inclusive of the 15% VAT due thereon, shall be made before the date of occupation, which payment shall be made no later than the 31st of August 2026. For each subsequent year the rental amount shall be payable annually on or before the 31st of August.

4.1.4 The deposit, as per Clause 4.1.2 above, shall be set off against the first year’s rental amount.

4.1.5 The rental amount shall be subject to a yearly escalation of 5% (five percent) on the 1st of September each year.

4.2 It is recorded that this agreement is subject to the Tenant being a Grain SA Member and that the Tenant pays the required levies and membership fees for Grain SA by the 28th of February of each year for the duration of the lease term.

4.3 Subject to the clauses in 4.1 and 4.2 above, the Tenant shall take occupation of the farmland on the 1st of September 2026.

5. SHORTFALL OR SURPLUS AND MOVABLE PROPERTY

- 5.1 The Lease agreement is subject to the conditions contained in the title deed of the property. The Owner shall not be liable for any shortages of any nature whatsoever arising from any re-measurement of the property, and the Owner shall not likewise derive any benefit from any surplus should such surplus exist.
- 5.2 The Tenant hereby acknowledges that he has inspected the property, that he is satisfied with it and that the property is leased *voetstoots* (as is) in the condition in which it stands up acceptance of the tender. No warranty of any nature is given, and the Owner shall not be liable for any defects in the property, whether latent or patent.
- 5.3 The Tenant acknowledges that the lease does not include any movable assets on the property.

6. SIGNATURE BY LEGAL ENTITIES

- 6.1 If this agreement is signed by a person acting on behalf of a Company or Trust, such person shall be jointly and severally liable for the proper fulfilment of their obligations under this agreement.
- 6.2 Should such Company or Trust fail to fulfil its obligations in terms of this agreement, the person who signed this agreement shall be deemed to be the Tenant and shall accordingly be responsible for complying with all terms and conditions set out herein.
- 6.3 Notwithstanding the above, the person who signs this agreement shall be liable in his personal capacity in terms of this agreement if:
- 6.3.1 The Company and/or Trust, despite ratification, fail to duly comply with the terms and conditions of this agreement;
- 6.3.2 If it appears that the authority in terms of which the Tenant signs this agreement is invalid for any reason, then the signatory shall be personally liable for the fulfilment of all terms and conditions contained herein; and
- 6.3.3 Any person acting as agent or authorised representative in terms of Clause 6 shall sign as surety on behalf of the Tenant in accordance with the deed of suretyship attached hereto as **Annexure B**, the terms of which are hereby incorporated in full into this agreement.

7. OCCUPATION BY THIRD PARTIES

- 7.1 If any other person or persons take occupation of the property, such occupation shall not constitute a valid lease, and the Tenant shall, at the Tenant's own cost, be responsible for the eviction of such unlawful occupiers.

8. USE OF PROPERTY

- 8.1 The property may only be used by the Tenant for grazing and/or crop cultivation. Should the Tenant wish to use it for any other purpose, the Tenant must first obtain the Owner's written consent.
- 8.2 In the event that the Tenant is leasing the property for the purpose of grazing, then the Tenant must ensure that the livestock numbers are limited in accordance with the statutory requirements.

9. OBLIGATIONS OF THE TENANT

The Tenant, in addition to the obligations imposed upon him under the Common Law and applicable legislation, shall have the following obligations:

- 9.1 The Tenant shall ensure that no damage is caused to the property and should any damage occur, the Lessee shall repair such damage at the Tenant's own cost.
- 9.2 All boundary fences and/or fences forming part of the leased portion shall be maintained by the Tenant.
- 9.3 The Tenant shall ensure that no wood is cut or removed except with the Owner's prior written consent. The Tenant shall also not be entitled to cut down trees or remove dead trees or any other material.
- 9.4 The Tenant shall ensure that only existing roads on the property are used and shall prevent the creation of tracks or pathways across the land. No new roads may be constructed without the Owner's prior written consent.
- 9.5 The Tenant shall ensure that no unauthorised people enter the property and shall allow only the Tenant's own employees onto the property for the purposes of this lease agreement.
- 9.6 Under no circumstances shall the Tenant permit any individuals to live on the property, and the Lessee shall be responsible, at the Tenant's own cost, for the removal of any such person or persons from the property.
- 9.7 The Tenant shall at all times apply proper farming practices, as ordinarily exercised in the normal course of farming operations and shall prevent overgrazing or any action that may in any way harm or damage the soil. The Tenant shall further not engage in any form of exploitative or harmful farming practices and must implement an appropriate fertilisation plan.

- 9.8 The Tenant shall cultivate and plant all lands on the property in a proper manner, using methods and normal farming practices generally applied in the area in which the property is situated. Without limiting the general meaning of the foregoing, the Tenant shall, at the Tenant's own cost:
- 9.8.1 prevent and combat wind and water erosion within reasonable limits; and
- 9.8.2 keep the lands and headlands (also known as a "wenakker") free of weeds and harmful plants; and
- 9.8.3 ensure that through the application of fertilisers (including agricultural lime), the soil condition on the property at termination of this agreement is reasonably the same as at the commencement of the lease. Any fertilisers and agricultural lime required for these purposes shall be purchased and applied exclusively at the Tenant's own cost.
- 9.9 If at any time during the lease term the Owner is of the opinion that the Tenant is not complying with the obligations set out in Clause 9.8, the Owner shall be entitled, in the Owner's sole discretion and without notice to the Tenant, to take such steps as may be necessary to remove weeds and/or harmful plants, to limit wind and water erosion and/or to repair any damage arising therefrom, and to apply fertilizers and agricultural lime in order to maintain the potential and soil condition of the lands. All costs incurred by the Owner in this regard shall, on demand and within 7 (seven) calendar days after written notice, be paid by the Tenant to the Owner. A certificate issued by the Owner's Chief Financial Officer, certifying the costs incurred by the Owner, shall serve as prima facie proof of the amount and extent of such costs.
- 9.10 The Owner's rights in terms of Clause 9.9 are additional to, and without prejudice to, any other rights the Owner may have, whether in terms of this agreement or otherwise.

10. VOETSTOOTS

The property is leased *voetstoots*, which means that:

- 10.1 The Tenant hereby acknowledges that he has inspected the property, that he is satisfied with it, and that the property is leased *voetstoots* in its current condition. No warranty of any kind is given, and the Owner shall not be liable for any defects, whether latent or patent.

11. IMPROVEMENTS

- 11.1 The Tenant may not make any improvements or attachments to the property without the Owner's prior written consent, and shall not be entitled to any claim for compensation in respect of any improvements or attachments made by the Tenant, whether made with or without the Owner's consent.

12. SUBLETTING

12.1 The Tenant shall not, without the Owner's prior written consent, sublet the property or any portion thereof, permit any part of the property to be worked by another person, cede the Tenant's rights under this agreement, or otherwise transfer or encumber such rights, nor shall the Lessee permit any other person to occupy the property.

13. WATER

13.1 The property is leased without any water supply. The Tenant must provide his own water for whatever purposes it may be required.

13.2 Any boreholes, as specifically indicated on portions MV10 and K04, shall be for the exclusive use of the Owner.

13.3 The Owner shall be entitled to install pipelines and dig trenches to any boreholes, and the Owner shall be responsible for the maintenance of such pipelines and trenches.

14. INDEMNITY

14.1 The Tenant indemnifies the Owner against any claim that may be instituted against the Owner by any person on the basis of any loss or damage suffered, or alleged to have been suffered, on the property as a result of the acts or omissions of the Tenant or any person for whose conduct the Tenant may be liable.

14.2 The Owner accepts no responsibility or liability whatsoever in respect of any matter relating to the property, and the Tenant indemnifies the Owner against any loss or damage that the Tenant and/or any other person may suffer as a result of the condition of, or any occurrence on, the property.

15. COMPLIANCE CERTIFICATE

15.1 The Owner shall not be responsible for providing a certificate of compliance in terms of Act 85 of 1993 (the Occupational Health and Safety Act), as amended, and the Owner furnishes no warranty that he is able to provide such certificate.

16. INSPECTION

16.1 The Owner, or any of the Owner's representatives duly appointed by the Owner, may enter the property at any reasonable time for the purpose of inspection, provided that reasonable notice of the inspection has been given to the Tenant.

17. BREACH

- 17.1 If either party breaches any term of this agreement and fails to remedy such breach within 7 (seven) days after receiving written notice from the other party to do so, the party giving such notice shall be entitled, without prejudice to any other rights it may have under this agreement, to cancel the agreement with immediate effect and to claim damages and/or specific performance, as applicable in terms of this agreement.
- 17.2 In addition to the damages referred to in clause 17.1, the Tenant shall also be liable to pay quantified damages for the full remaining term of the lease, together with any additional damages that may be claimed from the Tenant under common law.
- 17.3 The amounts referred to above shall become immediately payable upon cancellation of the agreement.
- 17.4 In the alternative, should the Owner elect to keep the agreement in force, the Owner shall be entitled to recover from the Tenant any amounts due in respect of arrear rental and/or deposits payable, as well as any commodity levies and membership fees referred to above, together with any additional damages that may be claimed from the Tenant under common law.
- 17.5 Should the Owner exercise its right to cancel the agreement, the Tenant shall be liable for payment of all expenses arising therefrom, including legal costs on an attorney-and-client scale.

18. JURISDICTION

- 18.1 The parties consent to the jurisdiction of the Magistrates' Court for any action arising directly or indirectly from the existence or cancellation of this agreement. The Owner, however, reserves the right to institute proceedings in the High Court and to recover costs or a tariff determined by the High Court, should this be applicable in a given matter.

19. DOMICILIUM

- 19.1 The parties choose as from the commencement date of the Lease the addresses below as *domicilium citandi et executandi* for all matters which may arise from the lease:

19.1.1

Grain SA - Owner Block C, Alenti Office Park, 457 Witherite Street, the Willows, Pretoria, 0040
cosec@grainsa.co.za
For the attention of the Company Secretary

19.1.2

Tenant

20. CONCESSIONS

20.1 No concession granted by the Owner to the Tenant in respect of the fulfilment of any of the Tenant's obligations under this lease agreement shall prejudice or constitute a waiver of any of the Owner's rights under this lease agreement or otherwise, and the Owner shall be entitled to exercise such rights notwithstanding any previous waiver or indulgence.

21. SET OFF

21.1 The Tenant shall not be entitled to apply set-off of any nature against the Owner in respect of any amounts that may be owing by the Owner to the Tenant, and the rental shall remain strictly payable as stipulated in this agreement.

22. RECOVERY OF ARREARS

22.1 If the Tenant fails and/or neglects to pay the rental punctually in terms of this agreement and it becomes necessary for the Owner to take action in respect thereof in order to cancel this agreement, the Tenant shall be responsible for the payment of all costs calculated on an attorney-and-client scale, including collection commission and interest calculated at the bank's prime rate.

23. SPECIAL CONDITIONS

23.1 The Tenant shall under no circumstances be entitled to place any roadside demonstrations, exhibitions, advertising boards, or anything similar along the main road bordering NAMPO Park.

23.2 The Owner shall indicate the access route to the land to the Tenant once the lease is confirmed. It is specifically agreed between the Owner and the Tenant that the Tenant and/or the Tenant's employees or any other persons, insofar as farming activities are concerned, shall not have access through any of the main entrances of NAMPO Park.

- 23.3 The Owner shall at all times be entitled to reasonable access and passage for any activity on any portion of the leased area as the Owner may deem necessary. For purposes of clarity, this includes any activities arising from NAMPO Park, including but not limited to livestock auctions, rallies, and any other possible events.
- 23.4 The Tenant shall be responsible for maintaining the access road running along the eastern side of portion EL03 and shall not cross or work over the road with cultivation or processing practices. The access road connects to the servitude road running from the gravel road (Mirage to Vierfontein) to EL01. The Owner's access road runs from the servitude road around EL01 and then alongside EL03 to MV09 and into the northern parking area of NAMPO Park.)
- 23.5 The Tenant hereby acknowledges that the servitude road crosses land belonging to an outsider (a third party), and should the third party not agree to the Tenant's use of the access road, the Lessor shall bear no responsibility in this regard. The Tenant must, in such circumstances, make arrangements directly with the adjoining landowner (third party) and enter into any agreements required for the use of that road.
- 23.6 The Tenant shall only be entitled to use the access to the property for bona fide farming purposes and for no other reason.
- 23.7 Only the portions indicated on the attached map of the farms Doornpan Zuid (No. 858), Marthaville (No. 911), and Eden (No. 327) are leased. Any areas forming part of these properties which are not expressly indicated and specified are not part of the lease agreement and are specifically excluded.
- 23.8 The Tenant leasing the portion adjacent to the airfield at NAMPO Park shall be obliged to protect the shoulder areas of the airfield, which include the reserves on both sides of the runway, to ensure that no cultivation activities damage these shoulder areas.
- 23.9 The Tenant shall be responsible for keeping the property, wherever located and specifically alongside the main road, neat and properly maintained at all times.
- 23.10 The Tenant undertakes to accommodate other Tenants of the other properties forming part of the leased land with regard to access roads, so that all tenants shall have proper access to all land leased by them.
- 23.11 The Tenant leasing the grazing portions acknowledges that the farms Doornpan Zuid (No. 858), Marthaville (No. 911), and Eden (No. 327) are leased to other tenants in respect of the crop lands, and the grazing Lessee must at all times liaise with these lessees to obtain access to the relevant grazing areas. The Tenant shall not in any way infringe upon the rights of any other tenant and/or the Owner insofar as access roads are concerned. The Tenant shall also be jointly responsible, together with the other tenants, for the proper maintenance of the roads.

23.12 Watercourses must be protected, and no unauthorised cultivation or disturbance may occur in or on existing watercourses. Should the Tenant damage any watercourse in any way due to cultivation practices or other actions, the cost of restoring the watercourse to the satisfaction of the Owner and the Department of Agriculture shall be for the Tenant's account. The Owner shall employ the necessary contractors for the restoration, after which the invoice for such services shall be issued to the Tenant for payment within 30 days.

23.13 The buffer strips between the southern and northern Harvest Day parking areas (K03, K04 as well as MV08) shall be excluded from the grazing lease for the months of April and May each year, as these portions will be used for NAMPO Harvest Day.

24. CESSION

24.1 No rights to which a party may be entitled in terms of this agreement may be ceded to any third party without the prior written consent of the other party.

24.2 Should any party to this agreement exercise its rights in terms of clause 24.1 and the required consent to cession is obtained in writing between the parties, the cession shall only become effective on the date of delivery to the non-ceding party of a signed written deed of cession.

SIGNED at _____ on this ___ day of _____ 2026

WITNESSES:

1. _____
2. _____
3. _____

**NJ VERMAAK
On behalf of Owner and duly
authorised**

SIGNED at _____ on this ___ day of _____ 2026

WITNESSES:

1. _____
2. _____
3. _____

**Tenant
Duly authorised**

"C:\Users\Cosec.GSA-COSEC-LT\Grain SA\Corporate Services - Documents\Korporatief\2026 - 2025 - 2024 - 2023 Contracts Register\2026\GSA_Tender of farm Contracts\Annexure A Rental Agreement .docx"



DEED OF SURETYSHIP

ENTERED INTO BY AND BETWEEN

GRAIN SOUTH AFRICA

(Block C Alenti Park, 457 Witherite Road, The Willows, Pretoria)

Herein represented by

NICOLAAS JAKOBUS VERMAAK

(Hereinafter referred to as "the Owner")

And

(Full name of Surety)

Acting on behalf of the Lessee

ID Number: _____

Physical & Postal Address:

(Hereinafter referred to as "the Surety")

1. The Surety hereby binds himself as surety and co-principal debtor, in solidum, in favour of Grain SA for the due and punctual payment by _____ ("the Tenant") of every amount presently owing or which may in future become owing to Grain SA, as well as the punctual fulfilment of all obligations of whatever nature the Tenant may have towards Grain SA.
2. The Surety acknowledges that the extent, nature and duration of the Tenant's obligations shall be within the discretion of Grain SA, and Grain SA may, without reference to the Surety, release any security, extend time for payment, or enter into any agreement with the Tenant.
3. Any release, extension, compromise or agreement shall not constitute a novation of the Tenant's obligations and shall not release the Surety from liability under this suretyship.
4. Should Grain SA's claim against the Tenant be extinguished or reduced by operation of law, or if the Tenant is released from liability or enforcement becomes temporarily impossible, the Surety shall nevertheless remain liable for all obligations and amounts owed by the Tenant, including damages.
5. Should the Tenant's estate be sequestered, liquidated or placed under business rescue, Grain SA shall be entitled to lodge a claim against the Surety for the full amount owing as at the date of sequestration, liquidation or commencement of business rescue, until all obligations arising from this suretyship have been fully discharged.
6. A certificate signed by an authorised representative of Grain SA shall constitute prima facie proof of the amount owing by the Tenant, and such certificate shall likewise constitute prima facie proof of the amount owing by me in terms of this suretyship.
7. The Surety consents to the jurisdiction of the Magistrates' Court for any action instituted and undertakes to pay legal costs on an attorney-and-client scale, including interest.
8. For all purposes relating to legal proceedings, the parties chooses their respective *domicilium citandi et executandi* at the address' reflected on the face of this document.

9. The Surety expressly waives the benefits of the following legal defenses and declares that he fully understands the meaning and effect of these waivers:

9.1. no valid cause of debt exists;

9.2. the creditor must first recover debt from another debtor;

9.3. division of the debt amongst co-debtors;

9.4. the amount claimed is incorrectly calculated;

9.5. that applicable monies have not been fully paid out;

9.6. that an account must first be debated or rectified;

9.7. that no value was received.

10. This deed of suretyship shall terminate only once written confirmation of cancellation is issued by Grain SA.

11. The Surety acknowledges that this suretyship was fully completed at the time of signature and reflects the precise terms agreed.

SIGNED at _____ on this ___ day of _____ 2026

WITNESSES:

1. _____
2. _____
3. _____

NICOLAAS JAKOBUS VERMAAK
(Representative of The Owner)
Duly authorised by the Board of
Grain SA NPO



ANNEXURE "B"
TO TENDER DOCUMENT

SIGNED at _____ on this ___ day of _____ 2026

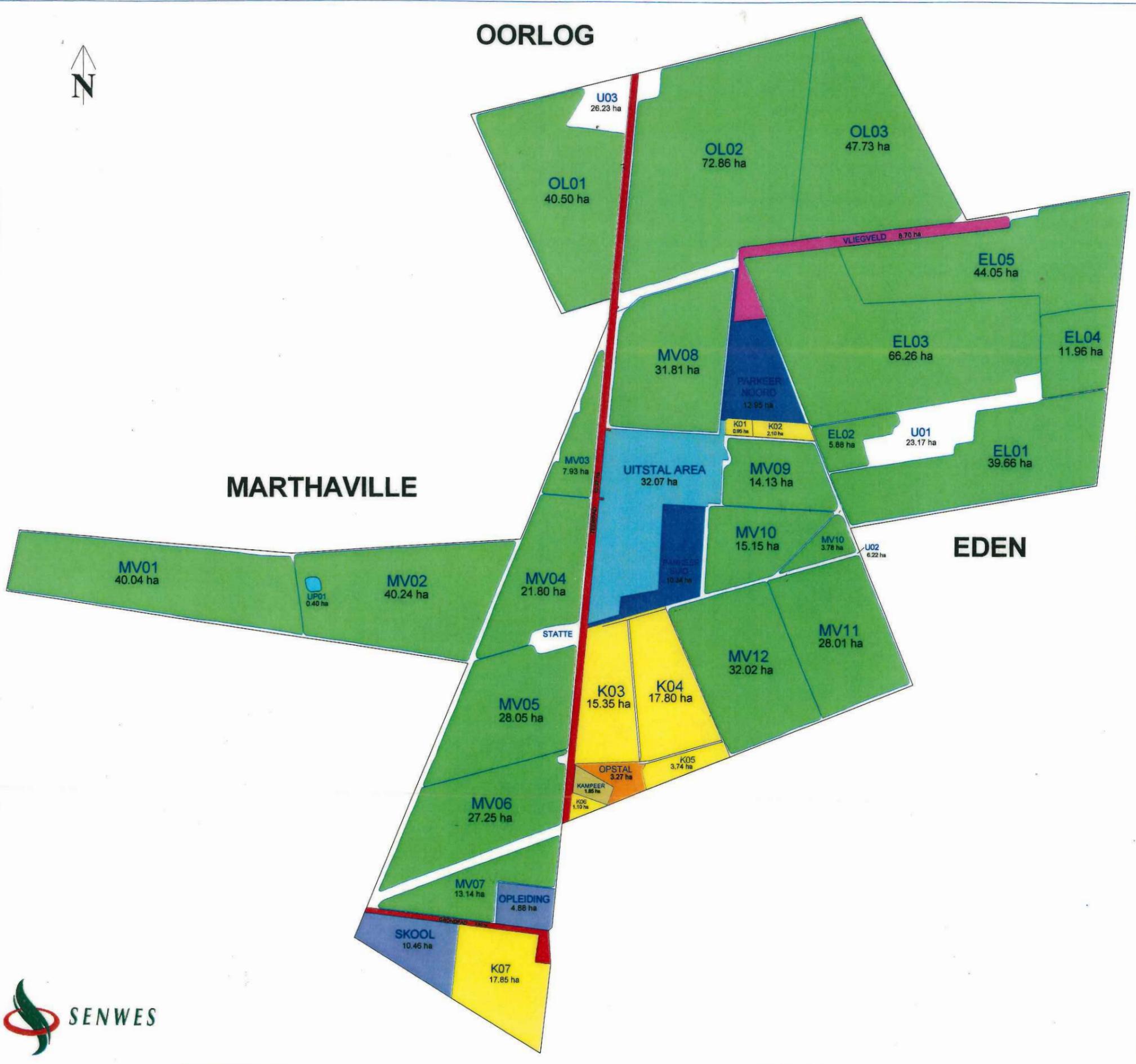
WITNESSES:

- 1. _____
- 2. _____
- 3. _____

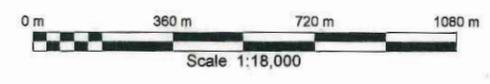
Surety

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NAMPO PARK



Oppervlakte Samestelling	Opp. (Ha)
Plaas	848.24
Lande (L)	632.43
Kampe (K)	58.59
Aangeplante weiding (A)	
Voerlande (V)	
Panne (UP)	0.40
Uitvalle (U)	58.70
Ander	98.12
TOTAAL	848.24



SENWES KARTOGRAFIESE DIENSTE

KLANTNAAM : GRAAN SA
 PLAASNAAM : NAMPO 1203/(00), MARTHAVILLE 911/(00)
 DISTRIK : BOTHAVILLE
 OPNAME BEAMPTTE : WE OOSTHUYSEN
 OPNAME METODEDE : DGPS 12 KANAAL
 SAAMGESTEL DEUR : C VERMEULEN

OCTOBER 2003

Kopiereg voorbehou : Senwes Bpk

Untitled Map
Write a description for your map.

- Legend**
- ABSA KIOSK
 - Feature 1
 - Feature 2
 - Feature 3
 - Nampo
 - R30 plc ready sewer manhole
 - Vierfontein
 - Weiding noord

