

## **SALE AGREEMENT**

On signature of this document by the Seller, this document, together with the content of Annexure A and Annexure B, will constitute a valid and binding Agreement of Sale.

### **1. INTERPRETATION**

- 1.1. In this Agreement, clause headings are for convenience and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, an expression which denotes:
- 1.1.1. any gender includes the other genders;
  - 1.1.2. a natural person includes an artificial or juristic person and vice versa;
  - 1.1.3. the singular includes the plural and vice versa;
- 1.2. the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
- 1.2.1. "Agreement" – this document together with all of its annexures, as amended from time to time;
  - 1.2.2. "Business Day" – any day other than a Saturday, Sunday or official public holiday in South Africa;
  - 1.2.3. "CPA" – the Consumer Protection Act, No. 68 of 2008;
  - 1.2.4. "Parties" – the Seller and the Purchaser, and "Party" shall refer to either one of them, unless the context indicates to the contrary;
  - 1.2.5. "Property" – the property or properties marked by the Purchaser as forming part of the Offer in Annexure "A" together with all improvements, fixtures and fittings upon the immovable properties and all wildlife thereon (if any);
  - 1.2.6. "Purchaser" – the Offeror named in Annexure "A";
  - 1.2.7. "Purchase Price" – the Purchase Price referred to in in Annexure "A";

- 1.2.8. "Relevant Authority" - any competent court or regulatory or other authority, or any local, provincial or national governmental authority, body or department;
- 1.2.9. "Seller" - William Lunan Miles Liddell Identity Number: 490506 5043 08 1), Married out of Community Of Property;
- 1.2.10. "Signature Date" - the date on which the offer is accepted by the Seller, if it is accepted;
- 1.2.11. "Transfer" - registration of transfer of the Property into the name of the Purchaser in accordance with the provisions of the Deeds Registries Act, No 47 of 1937, as amended;
- 1.2.12. "Transferring Attorneys" or "Seller's Attorney" – B K G Ross Attorneys and their correspondent attorneys appointed to assist with the transfer of the Property or Properties;
- 1.2.13. "Transfer Date" – the date on which Transfer is effected;
- 1.2.14. "VAT" – value added tax levied in terms of the Value Added Tax Act No 89 of 1991;
- 1.3. any reference to any statute, regulation or other legislation shall be a reference to that statute, regulation or other legislation as at the Signature Date, and as amended or substituted from time to time;
- 1.4. if any provision in a definition is a substantive provision conferring a right or imposing an obligation on either Party then, notwithstanding that it is only in a definition, effect shall be given to that provision as if it were a substantive provision in the body of this Agreement;
- 1.5. where any term is defined within a particular clause other than in the definitions clause, that term shall bear the meaning ascribed to it in that clause wherever it is used in this Agreement;
- 1.6. where any number of days is to be calculated from a particular day, such number shall be calculated as excluding such particular day and commencing on the next day. If the last day of such number so calculated falls on a day which is not a Business Day, the last day shall be deemed to be the next succeeding day which is a Business Day;

- 1.7. any reference to days (other than a reference to Business Days), months or years shall be a reference to calendar days, calendar months or calendar years, respectively;
- 1.8. the use of the word "including", "includes" or "include" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s; and
- 1.9. the rule of interpretation which prescribes that, in the event of ambiguity, a contract should be interpreted against the party responsible for its drafting shall not be applied in the interpretation of this Agreement.

## **2. INTRODUCTION**

- 2.1. It is recorded by the Parties that:
  - 2.1.1. the Seller is the registered owner of the Property; and
  - 2.1.2. the Purchaser makes an offer to purchase the Property on the terms and conditions contained in this document and its annexures, which offer, if accepted by the Seller, will constitute a binding agreement of sale on date of signature by the Seller.

## **3. SALE AND PURCHASE**

- 3.1. The Seller hereby sells the Property to the Purchaser, who purchases the Property from the Seller, on the date of signature of this agreement by the Seller.
- 3.2. The parties acknowledge that the Seller's Attorney is the effective cause of the sale of the Property and that the Seller will be liable for payment of the Seller's Attorney's fees and/or commission, as agreed between the Seller and his Attorney, and that the Seller shall not be liable to any other person or entity for any fee or commission in relation to the sale of the Property.

#### **4. PURCHASE PRICE AND PAYMENT**

- 4.1. The Purchase Price of the Property is as it appears in Annexure "A" and is payable against registration of transfer of the Property to the Purchaser.

#### **5. TRANSFER DUTY / VAT**

- 5.1. The Seller is a VAT vendor. The Purchaser shall be liable for payment of VAT over and above the Purchase Price as it is recorded in Annexure "A" hereto, which VAT shall be raised at the applicable rate, presently 15%, on the Purchase Price.

#### **6. CERTIFICATES REQUIRED FROM THE SELLER**

- 6.1. The Seller undertakes that prior to lodgement he will provide the following certificates to the Transferring Attorneys, at his own cost and expense (including the cost of any remedial work), as applicable:
- 6.1.1. a valid Certificate of Electrical Compliance from an accredited and qualified electrical contractor in respect of the electrical installations on the Property as required in terms of the Electrical Installation Regulations 2009 promulgated in terms of the Occupational Health and Safety Act, No. 85 of 1993 ("OHSA"); and
  - 6.1.2. a gas conformity certificate (in the prescribed form) in respect of any gas system, gas reticulation system or gas installation on the Property, as contemplated in regulation 17(3) of the regulations made in terms of section 43 of OHSA (if applicable).
- 6.2. The Seller warrants that no additions or alterations have or will be made to any of the electrical, gas installations (if any) on the Property after the date upon which the aforementioned certificates are issue and prior to the Transfer Date.
- 6.3. Should the Seller fail to furnish the Purchaser with the required certificates timeously, the Purchaser shall be entitled to obtain same and the Seller, by appending his signature to this Agreement, authorises the Transferring Attorneys to reimburse the

Purchaser therefor by deducting the costs of those certificates from the Purchase Price.

## **7. TRANSFER**

- 7.1. Transfer of the Property into the name of the Purchaser shall be effected by the Transferring Attorneys as soon as is reasonably possible but not before 15 March 2025.
- 7.2. The existing mortgage bond over the Property, if any, will be cancelled simultaneously with the Transfer. All costs and expenses pertaining to that mortgage bond cancellation (including payment of the cancellation figures issued by the existing bondholder on the Property) shall be borne by the Seller.
- 7.3. The costs of and incidental to registration of the Transfer of the Property into the name of the Purchaser, including the payment of transfer duty (if any) shall be borne by the Purchaser.
- 7.4. The Parties undertake to do all such things, take all such steps, sign all such documents and provide all necessary documents as may reasonably be required in order to give effect to the provisions of clause 7.1. In particular, the Parties shall sign all documents required for the Transfer within 5 (five) Business Days of being called upon to do so by the Transferring Attorneys.

## **8. OWNERSHIP, POSSESSION AND OCCUPATION**

- 8.1. Possession and ownership of the Property shall pass and be given to and taken by the Purchaser on the Transfer Date from which date the Purchaser shall be entitled to every benefit and all income arising from the Property and from which date the Property shall be held by the Purchaser at its risk and the Purchaser shall be responsible for and shall pay all rates and taxes, levies, security, public liability insurance, municipal charges and other expenses relating to the Property.
- 8.2. Occupation of the Property shall be given to the Purchaser on the Transfer Date, by which date the Seller shall vacate the Property.

- 8.3. Should the Purchaser take occupation prior to the Transfer Date the Parties shall be required to agree to an amount for rental payable for the period between the date of occupation and the Transfer Date. In that event, the Purchaser shall be obliged to insure the Property and all buildings on the Property against loss by fire and other perils at the Purchaser's own cost and to cede such policy to the Seller as collateral security until such time as the Purchaser has received transfer of the Property and made payment of the Purchase Price.
- 8.4. The Property is sold together with all fixtures and fittings of a permanent nature in or attached to the Property and the farm infrastructure and wildlife on the Property. The dragline hoses, sprinklers and other attachments to the sprinklers and the hoses do not form a part of the Property and are not sold together with the Property. Any other movable property that is not permanently fixed to the Property is excluded from the Property.
- 8.5. Prior to Transfer the Seller shall pay to the Transferring Attorneys such amount as is determined by the Relevant Authority to be due to it in order for a rates clearance certificate to be issued in respect of the Property in terms of Section 118 of the Local Government: Municipal Systems Act, No. 32 of 2000.
- 8.6. The Seller warrants that when obtaining the section 118(3) rates clearance certificate from the Relevant Authority, he shall effect payment of the full debt due to the Relevant Authority as at such date and shall not limit this to the 2 (two) years preceding the application for the clearance figures.

## **9. VOETSTOOTS**

- 9.1. Subject to clause 9.2, the Property is sold voetstoots and the Seller gives no warranty with regard thereto, whether express or implied. The Property is furthermore sold subject to such conditions as may be mentioned or referred to in the Seller's Title Deeds including all servitudes, real rights and other applicable conditions and/or the relevant diagram or general plan. The Seller shall not be responsible to point out any survey beacons or boundaries of the Property to the Purchaser. The Seller shall not be responsible to the Purchaser for any deficiency in the extent of the Property that may be found upon the measurement thereof and in the same manner the Purchaser shall be entitled to the benefit of any excess. The Seller makes no representations or warranties in respect of any servitudes or real rights registered over or in favour of the

Property. The Purchaser hereby acknowledges that the Purchaser has made the necessary enquires regarding the conditions of title attached to the Property and all real rights in favour and against the Property and that the Purchaser will have no claim against any person, including the Seller or his Attorney, regarding the existence or not of any real rights over or in favour of the Property.

9.2. The Seller warrants to the Purchaser that, to the best of his knowledge and belief:

- 9.2.1. no land claim(s) have been lodged against the Property under the Restitution of Land Rights Act 22 of 1994 as amended or otherwise and neither is the Seller aware of any intention by any person(s) to lodge a land claim over any of the properties that make up the Property;
- 9.2.2. all household and stock water infrastructure constitutes a part of the immovable property of the Property;
- 9.2.3. no person has any pre-emptive rights or similar rights in respect of the Property (or any part of it) which arise as a result of or in connection with the sale contemplated in this Agreement; and
- 9.2.4. no person has any option or other rights to acquire the Property.

9.3. The Purchaser acknowledges that:

- 9.3.1. he has inspected the Property to his satisfaction;
- 9.3.2. no express, tacit or implied representations, guarantees or warranties of any nature were made or given by the Seller or any representative of the Seller regarding the condition, quality, zoning, extent, servitudes, water use or any other characteristics of the Property or any of the improvements thereon or accessories thereof; and
- 9.3.3. he has made all necessary inquiries with the relevant authority/ies regarding the compliance or non-compliance of the improvements constructed and/or situated on the Property in respect of any applicable statutory requirements and indemnifies and holds the Seller harmless from the date of Transfer against any claims relating to any such non-compliance.

## **10. CONSUMER PROTECTION ACT (“CPA”)**

10.1. The Parties are aware that the CPA is not applicable to this Agreement.

## **11. UNDERTAKINGS**

11.1. The Seller has given no undertakings nor issued any warranties other than what is expressly contained in this Agreement.

11.2. The Seller undertakes to maintain the Property, farming infrastructure, fixtures and fittings in the same good condition and working order from the Signature Date until and including the Transfer Date.

## **12. GOOD FAITH**

12.1. The Parties undertake to display and exercise the utmost good faith to each other in giving effect to the terms of this Agreement, and hereby undertake to do and procure the doing of all such acts as are necessary to give effect to the import and intent of this Agreement.

## **13. BREACH**

13.1. Should either Party materially breach any essential provision of this Agreement and fail to remedy such breach within 7 (seven) Business Days after receiving written notice requiring such remedy, then the other Party shall be entitled, without prejudice to its other rights in terms of this Agreement or in law, including any right to claim damages, to claim immediate specific performance of all of the defaulting Party's obligations then due for performance, or to cancel this Agreement.

13.2. The defaulting Party shall be liable for all legal and other costs reasonably incurred by the aggrieved Party in successfully enforcing its rights under this clause 13.



## 14. DOMICILIUM AND NOTICES

14.1. The Parties choose domicilium citandi et executandi ("Domicilium") for all purposes relating to this Agreement, including the giving of any notice, the payment of any sum, the serving of any process, as follows

14.1.1. Seller - C/O BKG ROSS ATTORNEYS  
24a Hope Street, Bedford, 5780

Email: [bruce@bkqlaw.net](mailto:bruce@bkqlaw.net)

14.1.2. Purchaser - the address named in Annexure "A" hereto

14.2. Either Party shall be entitled from time to time, by giving written notice to the other, to vary its physical Domicilium to any other physical address (not being a post office box or poste restante) in South Africa and to vary its email Domicilium to any other email address.

14.3. Any notice given or payment made by either Party to the other ("Addressee") which is delivered by hand between the hours of 09:00 and 17:00 on any Business Day to the Addressee's physical Domicilium for the time being shall be deemed to have been received by the Addressee at the time of delivery.

14.4. Any notice given by any Party to another which is successfully transmitted by email to the Addressee's email Domicilium for the time being ("Transmitted") shall, if the notice is Transmitted:

14.4.1. by no later than 17:00 on a Business Day, be deemed (unless the contrary is proved by the Addressee) to have been received by the Addressee on that day;

14.4.2. after 17:00 on a Business Day or is Transmitted on a day which is not a Business Day, be deemed (unless the contrary is proved by the Addressee) to have been received by the Addressee on the next day which is a Business Day.

- 14.4.3. This clause 14 shall not operate so as to invalidate the giving or receipt of any written notice which is actually received by the Addressee other than by a method referred to in this clause 14.
- 14.4.4. Any notice in terms of or in connection with this Agreement shall be valid and effective only if in writing and if received or deemed to be received by the Addressee.

## 15. GENERAL

- 15.1. This Agreement, together with its annexures "A" and "B", constitutes the sole record of the agreement between the Parties in relation to the subject matter hereof. No Party shall be bound by any express, tacit or implied term, representation, warranty, promise or the like not recorded herein. This Agreement supersedes and replaces all prior commitments, undertakings or representations, whether oral or written, between the Parties in respect of the subject matter hereof.
- 15.2. The Seller acknowledges his obligations in terms of the Alien and Invasive Species Regulations of 2014 to notify the Purchaser of listed invasive species categorised in terms of Chapter 2 of the Regulations and hereby confirms that there are parts of the Property with the Black Wattle (*Acacia mearnsii* (*Fabaceae*)).
- 15.3. No addition to, variation, novation or agreed cancellation of any provision of this Agreement shall be binding upon the Parties unless reduced to writing and signed by or on behalf of the Parties.
- 15.4. No waiver, indulgence or extension of time which either Party ("Grantor") may grant to the other, nor any delay or failure by the Grantor to enforce, whether completely or partially, any of their rights, shall constitute a waiver of or, whether by estoppel or otherwise, limit any of the existing or future rights of the Grantor in terms of this Agreement, save in the event and to the extent that the Grantor has signed a written document expressly waiving or limiting such right.
- 15.5. Save as expressly provided in this Agreement, neither Party shall be entitled to cede, delegate, encumber, assign or otherwise transfer any of their rights and/or obligations in terms of, and/or interest in, this Agreement to any third party without the prior written consent of the other Party.

- 15.6. This Agreement shall not be declared invalid as a result of any error in the description or described extent (as contained herein) of the Property. Neither the Seller nor the Purchaser shall as a result of such error be entitled to make any claim against the other, but the mistake shall be rectified as soon as it is discovered
- 15.7. No consent or approval in terms of or in connection with this Agreement shall be valid or effective unless in writing and signed by or on behalf of the Party giving such consent or approval.
- 15.8. Without prejudice to any other provision of this Agreement, any successor in title, including any executor, heir or curator of either Party shall be bound by this Agreement.
- 15.9. The signature by any Party of a counterpart of this Agreement shall be as effective as if that Party had signed the same document as the other Party.

## **16. GOVERNING LAW**

- 16.1. This Agreement shall in all respects (including its existence, validity, interpretation, implementation, termination and enforcement) be governed by the law of South Africa which is applicable to agreements executed and wholly performed within South Africa.
- 16.2. This clause 16 is severable from the other provisions of this Agreement and shall remain in full force and effect notwithstanding any termination, cancellation, invalidity, unenforceability or unlawfulness of this Agreement, or any part thereof.

## **17. SUSPENSIVE CONDITIONS**

- 17.1. This Agreement is subject to the payment of a non-refundable deposit equal to 10 percent of the Purchase Price within 3 business days of the signature date, which shall be paid into the Transferring Attorney's Trust Bank Account.
- 17.2. The suspensive condition above is for the benefit of the Seller who may waive its operation or extend the time period for fulfilment at any time prior to the date upon which it is required to have been fulfilled.

- 17.3. Should the suspensive condition not either be waived by the Seller or fulfilled within the prescribed time period or any extension of the prescribed time period, this Agreement will lapse and not be of any force and effect.

## **18. SECURITY FOR PURCHASE PRICE**

- 18.1. The full amount of the Purchase Price, or any balance remaining after the non-refundable deposit has been paid, shall, within 60 calendar days of the acceptance of the Offer by the Seller, either: -

18.1.1. be paid in cash into the Transferring Attorney's Trust Bank Account to be held in trust by the Transferring Attorneys in an interest bearing trust account in terms of the provisions of Section 86(3) of the Legal Practice Act, Act 28 of 2014, until registration of transfer, the interest on which will be for the benefit of the Purchaser and the Purchase Price to be paid by the Transferring Attorneys on Transfer to the Seller; or

18.1.2. be secured by delivery of bank guarantees acceptable to the Seller to the Transferring Attorneys, which must be payable:

18.1.2.1. to the Transferring Attorney's Trust Bank Account, or to any other account nominated by the Seller;

18.1.2.2. against registration of transfer of the Property to the Purchaser; and

18.1.2.3. on cancellation of any mortgage bonds registered over the Property; or

18.1.3. A combination of the two methods of security provided in 18.1.1 and 18.1.2.

THE OFFER BEING ACCEPTED AT \_\_\_\_\_ ON \_\_\_\_\_ 2024.

Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
THE SELLER

**Annexure A**

1. The following person / entity, namely:

\_\_\_\_\_

Registration Number / Identity Number: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.




Email: \_\_\_\_\_.

hereinafter referred to as “the Offeror” hereby offers to purchase, in terms of the conditions recorded in Annexure B and on the terms recorded in the Agreement of Sale to which this document is annexed, from:

**WILLIAM LUNAN MILES LIDDELL (IDENTITY NUMBER: 490506 5043 08 1)**

The following Properties:

(indicate clearly the Properties in respect of which the Offer is made by marking the Properties that you intend to make the Offer on with an X in the relevant block and signing above the block):

- (i) THE REMAINDER OF THE FARM DOORNKLOOF NO 20  
IN THE RAYMOND MHLABA LOCAL MUNICIPALITY  
DIVISION OF FORT BEAUFORT  
PROVINCE OF THE EASTERN CAPE  
IN EXTENT 464, 9751 (FOUR HUNDRED AND SIXTY FOUR COMMA NINE  
SEVEN FIVE ONE) HECTARES 
- (ii) PORTION 1 "DIDIMA" OF THE FARM ZUIVERFONTEIN NO. 57  
IN THE RAYMOND MHLABA LOCAL MUNICIPALITY  
DIVISION OF FORT BEAUFORT  
PROVINCE OF THE EASTERN CAPE  
IN EXTENT 599, 8251 (FIVE HUNDRED AND NINETY NINE COMMA EIGHT  
TWO FIVE ONE) HECTARES 
- (iii) THE REMAINDER OF THE FARM GOEDGENOEG NO 52  
IN THE RAYMOND MHLABA LOCAL MUNICIPALITY  
DIVISION OF FORT BEAUFORT  
PROVINCE OF THE EASTERN CAPE  
IN EXTENT 528,4303 (FIVE HUNDRED AND TWENTY EIGHT COMMA FOUR  
THREE ZERO THREE) HECTARES   
and  
THE REMAINDER OF THE FARM ARMSTRONG HOUSE NO 53  
IN THE RAYMOND MHLABA LOCAL MUNICIPALITY  
DIVISION OF FORT BEAUFORT  
PROVINCE OF THE EASTERN CAPE  
IN EXTENT 178,9222 (ONE HUNDRED AND SEVENTY EIGHT COMMA NINE  
TWO TWO TWO) HECTARES

For the sum of R \_\_\_\_\_

IN WORDS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_.

(“the Purchase Price”)

This is the Offeror’s first / second / third / fourth / \_\_\_\_\_ Offer (delete or fill in as appropriate). If this Offer is an offer that falls in sequence after the Offeror’s first Offer, this Offer will only apply in the event of the Offeror’s previous offers being rejected.

THIS OFFER BEING MADE AT \_\_\_\_\_ ON \_\_\_\_\_ 2024.

Witnesses

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
THE OFFEROR



**ANNEXURE B****BASIC SUMMARY OF PROCESS**

It is the intention of Mr. William Lunan Miles Liddell to sell his farms.

Mr Liddell is intent upon allowing interested parties an opportunity to make offers to purchase one or more of the farms in writing on or before the closing date so that he can assess each Offer and make a determination as to whether to sell to any person making an Offer.

The purpose of this process is for Mr Liddell to allow any person a fair opportunity to make offers before selling his farms.

While it is his genuine intention to sell his farms, if none of the Offers presented meets with his approval, Mr Liddell may elect not to accept any of the Offers made.

Mr Liddell may reject a higher offer and accept a lower offer and may take into account a number of factors in making his decision, which may include subjective factors.

Please read the terms and conditions below very carefully when making an Offer as they will be applicable to the Offer. If any aspect is unclear, please do not hesitate to contact Mr Liddell's Attorney appointed handle this process. For purposes of transparency and fairness to all who make offers, the terms and conditions below will be strictly applied.

**TERMS AND CONDITIONS OF OFFERS MADE**

Conditions upon which BKG ROSS ATTORNEYS, an Attorney's practice at 24a Hope Street, Bedford, duly registered at the Legal Practice Council under practice number 7631, through BRUCE KENNETH GARRICK ROSS (LPC Number: M91025) ("the Attorney"), under a mandate granted to him by WILLIAM LUNAN MILES LIDDELL (IDENTITY NUMBER: 490506 5043 00 8) ("the Seller") at POST RETIEF on 23 October 2024 invites prospective purchasers to make offers to purchase the following Properties namely:

1. THE REMAINDER OF THE FARM DOORNKLOOF NO 20  
IN THE RAYMOND MHLABA LOCAL MUNICIPALITY  
DIVISION OF FORT BEAUFORT  
PROVINCE OF THE EASTERN CAPE

IN EXTENT 464, 9751 (FOUR HUNDRED AND SIXTY FOUR COMMA NINE SEVEN FIVE ONE) HECTARES

2. PORTION 1 "DIDIMA" OF THE FARM ZUIVERFONTEIN NO. 57  
IN THE RAYMOND MHLABA LOCAL MUNICIPALITY  
DIVISION OF FORT BEAUFORT  
PROVINCE OF THE EASTERN CAPE  
IN EXTENT 599, 8251 (FIVE HUNDRED AND NINETY NINE COMMA EIGHT TWO FIVE ONE) HECTARES
  
3. THE REMAINDER OF THE FARM GOEDGENOEG NO 52  
IN THE RAYMOND MHLABA LOCAL MUNICIPALITY  
DIVISION OF FORT BEAUFORT  
PROVINCE OF THE EASTERN CAPE  
IN EXTENT 528,4303 (FIVE HUNDRED AND TWENTY EIGHT COMMA FOUR THREE ZERO THREE) HECTARES
  
4. THE REMAINDER OF THE FARM ARMSTRONG HOUSE NO 53  
IN THE RAYMOND MHLABA LOCAL MUNICIPALITY  
DIVISION OF FORT BEAUFORT  
PROVINCE OF THE EASTERN CAPE  
IN EXTENT 178,9222 (ONE HUNDRED AND SEVENTY EIGHT COMMA NINE TWO TWO TWO) HECTARES

COLLECTIVELY IN EXTENT 1772,1527 (ONE THOUSAND SEVEN HUNDRED AND SEVENTY TWO COMMA ONE FIVE TWO SEVEN) HECTARES.

(hereinafter referred to as the PROPERTIES, collectively)

OFFERS MADE SHALL BE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. The purpose of this process is to invite prospective purchasers to make offers for all of, or any combination of the Properties, or any one particular property. The Properties numbered 3 and 4 above will be sold as a unit and offers must be made accordingly.
2. This will mean that the Seller may have multiple offers available for his acceptance. Any person making an Offer acknowledges that there may be a number of simultaneous offers open for acceptance at the same time and that no particular Offer will be regarded as exclusive to the others.
3. The highest Offer or any other offer shall not necessarily be accepted.
4. The Seller shall not be obligated to accept any Offer and may reject all of the Offers.
5. The Seller shall be entitled to accept any offer made within his sole discretion even if it is not the highest Offer.
6. An offer made constitutes a binding offer to purchase the Property(ies) and may be withdrawn or revoked at any time prior the closing date, 12h00 on 22 January 2025 by the Offeror delivering notice in writing to the Attorney at the address or email address provided below. Only email or documents delivered by hand between 08h30 and 16h30 will be accepted as proper forms of delivery, provided that on 22 January 2025, the time for delivery of Offers will close at 12h00 and not 16h30.
7. Any Offer made will become irrevocable at 12h00 on 22 January 2025 and remain open for acceptance by the Seller until 17h00 on 31 January 2025, unless it is rejected in writing between 12h00 on 22 January 2025 and 17h00 on 31 January 2025.
8. Offers must be made on the Prescribed Offer Forms. If any Offeror seeks to make an offer on terms different from those in the standard forms provided, the Offeror is required to send a request to the Seller's Attorney at [bruce@bkqlaw.net](mailto:bruce@bkqlaw.net), indicating the proposed amended terms and conditions, to which the Attorney will respond in writing to the email address from which the request was sent.

9. The Offer must be accompanied by the documents relevant to the entity or person as required in the applicable checklist for that person or entity.
10. Offers may either be made for one, some or all of the Properties. The Offeror must clearly indicate in respect of which Property(ies) the Offer is made. If it is unclear in respect of which Property(ies) the Offer is made, the Offer will be deemed to apply to all of the Properties together as a unit. The Seller may, however, contact the Offeror to clarify in respect of what Properties the Offer has been made if there is any uncertainty.
11. Offerors may make more than one Offer, provided that they label each of their Offers in numerical sequence so that each following Offer will only be applicable in the event of the previous Offer not being possible or being rejected by the Seller, provided that where two Offers are capable of being accepted simultaneously, the Seller may approach the Offeror to inquire if the Offeror is agreeable to acceptance of one or more of their Offers simultaneously and if the Offeror agrees thereto, the Seller may accept two or more of the Offers made by any Offeror.
12. All Offers must be clearly expressed in South African Rands in numbers and in words. Where there is a discrepancy between the numbers and the words, the words will be favoured. The Seller may, however, contact any Offeror to clarify the amount in such a case.
13. Offers may not be conditional upon or refer in any way to Offers made or that may possibly be made by other persons or entities.
14. All Offers made are exclusive of Value Added Tax (VAT). The Seller is a registered VAT vendor and all Offers are made on the basis that VAT will be added to any Offer at the applicable rate of 15% and will be payable by the Offeror to the Seller in the event of the Offer being accepted. A sale of the Seller's farming enterprise or any part of it as a going concern may be considered or negotiated after the conclusion of a Sale Agreement for the Property(ies), provided that it is possible in terms of the applicable legislation to do so.
15. The Offeror will be required to make a non-refundable deposit equal to ten percent (10%) of the amount offered within 3 business days of acceptance of the Offer by the Seller in order to secure the Offer. If the non-refundable deposit is not paid the Agreement will lapse and be of no force and effect, unless the Seller waives or extends the period for payment of the non-refundable deposit, and the Seller will be entitled to accept any other Offer that has not either lapsed or been rejected.

16. The Seller or his Attorney are prohibited from and will not be entitled to discuss or amend the terms of any Offer with any of the Offerors for the period commencing at 12h00 on 22 January 2025 and terminating at 17h00 on 31 January 2025 other than to clarify a discrepancy in the Purchase Price offered or to clarify the Property(ies) in respect of which the Offer applies or to waive or Offer an extended period of time to make payment of the non-refundable deposit into the Attorney's Trust Account.
17. The Seller will not accept any other offers during the period between 12h00 on 22 January 2025 to 17h00 on 31 January 2025.
18. Should the Property(ies) be purchased on behalf of a third party without proof of authority being furnished to the satisfaction of the Seller on request, the signatory to the Offer will be held personally responsible for the fulfilment of the conditions of sale, upon acceptance by the Seller.
19. If the signatory is a person who signs an Offer on behalf of a Company or Close Corporation or the Board of Trustees of a Trust, the signatory must guarantee to both the Seller and the Attorney that the Company or Close Corporation or Board of Trustees described as the Offeror in terms of these conditions is an existing Company or Closed Corporation or Trust registered in terms of the relevant legislation.
20. The person signing on behalf of an Offeror that is a Company or Close Corporation or the Board of Trustees of a Trust must declare that he or she is authorised to act on behalf of the Company or Close Corporation or Board of Trustees of the Trust and must enclose a copy of the resolution in terms of which he/she is so authorised. All resolutions approved by a Board of Trustees of a Trust must be signed by all of the Trustees. If a resolution is not provided or a resolution that is not suitable is not provided the Seller may allow the Offeror a period of time to provide a suitable resolution.
21. If the Offeror signs an Offer as Trustee or Agent for a Company or Close Corporation to be incorporated, the Offeror in his personal capacity will be regarded as Offeror in terms of the Offer unless the said Company or Close Corporation is incorporated and duly adapts and ratifies the Offer within 30 (thirty) days of acceptance by the Seller, in which event the signatory to the Offer interposes and binds himself or herself in favour of the Seller as surety for and co-principal debtor in solidum with the newly formed Company or Close Corporation for the due and timeous performance of it of all its obligations as Purchaser in

terms of these conditions. In short, that the signatory will be personally responsible as surety for the full amount of the Purchase Price on behalf of the Company or Close Corporation.

22. The Property(ies) is (are) intended to be sold according to the existing Diagram(s) and Deed(s) of Transfer of the Properties which shall be produced on request. The Seller shall not be liable for any deficiency or difference in extent which may be revealed on re-survey of the Property(ies) and nor shall the Seller benefit by any possible surplus. The Property(ies) is (are) further intended to be sold subject to all conditions of servitude(s), if any, attaching thereto or which are mentioned or referred to in the said Title Deed(s) of the Seller.
23. The Property(ies) is (are) sold "voetstoots" as it (they) stand(s) and in the present condition of all buildings, erections or other improvements. The Property(ies) is (are) further sold without any express or implied warranty against patent or latent defects or of any other description whatsoever. The Offeror acknowledges and declares that he or she or it or its representatives has (have) carefully inspected the Property(ies) and all improvements thereon, both completed and partially completed and that he has knowledge of and is satisfied with the condition of the Property(ies) for the purpose for which it (they) intend to acquire the Property(ies).
24. Offers must be delivered by no later than 12h00 on 22 January 2025. Duly completed offers in sealed envelopes, clearly marked:

**"OFFER: LIDDELL PROPERTIES "**

must be delivered by hand or email to the offices of BKG ROSS ATTORNEYS at:

Per hand: 24a Hope Street, Bedford, 5780

Per email: tender@bkglaw.net

by no later than the closing date and time.

25. Offers will be viewed for the first time by the Seller and the Attorney as soon as possible after 12h00 on 22 January 2025 at the offices of the Attorney. As soon as possible after the Attorney and the Seller have viewed the Offers together, the following details of each Offer will be announced at the Board Room at the Duke of Bedford Hotel on 22 January 2025:

- 25.1. The identity of the Offeror;
  - 25.2. The Property(ies) in respect of which the Offer is made; and
  - 25.3. The amount of the Offer.
26. The purpose of this announcement is to maintain transparency regarding all of the Offers made so that any person who has made an Offer is made aware of the important details of all of the Offers that have been made.
27. The Attorney will, on behalf of the Seller, send an email by no later than 17h00 on 24 January 2025 from the email address above to all of those who have made Offers either accepting, rejecting or retaining open for acceptance, each Offer. The following will apply:
- 27.1. If an Offer is accepted that Offer will become a binding Agreement of Sale;
  - 27.2. If an Offer is rejected, that Offer will lapse and no longer be of any force and effect; and
  - 27.3. If an Offer is retained open for acceptance it will remain an irrevocable Offer open for acceptance by the Seller until 17h00 on 31 January 2025.
28. On 31 January 2025 at 17h00 any Offer not accepted or rejected will lapse and be of no force or effect.
29. Offers delivered by hand will be acknowledged by letter or email within 24 hours of receipt.
30. Offers made by email will be acknowledged by means of an automated email.
31. If any person does not receive either a letter acknowledging receipt or an automated email within 24 hours of sending or delivering their Offer, they are to contact the Attorney telephonically or by means of WhatsApp on 079 492 7351.
32. The decision whether to accept, reject or keep open for acceptance any offer made will be made within the absolute discretion of the Seller whose rights to deal with the Property as owner are fully reserved and who is not obligated in any way to accept or favour any particular offer, whatever its terms and value may be.

33. The Seller is no way obligated to accept any Offer or disclose any reasons for not accepting a particular Offer or any of the Offers made.
34. An Offer will be accepted when the Seller has signed the Offer in acceptance and it has been delivered to the Offeror by hand or by means of email. In the event of an accepted Offer being transmitted by means of email, it will be deemed to have been delivered immediately after it has been sent.
35. If no Offer is accepted by the Seller, no person or entity that has made an Offer will have acquired any rights whatsoever from this process including but not limited to a pre-emptive right or a right of first refusal.
36. In the event of a successful sale being concluded occupation of the Properties will be given on date of Registration of Transfer, which will not be before 15 March 2025 as the Seller requires until then to move his livestock off the Properties.