

Crop share agreement F Kotze and C Taffs

C Taffs

F Kotze

Stand 309 Chipinge Township- the property

Purpose of the crop share agreement:

To provide F Kotze with a temporary place of business as a result of his recent eviction from his own farm, as well as to protect and nurture the asset of C Taffs until a buyer for the property is found.

C Taffs agrees to enter into a crop share arrangement with F Kotze for no monthly charge under the following conditions:

Conditions:

1. Plantations-

The 85 hectares of macadamias to be managed and tendered by F Kotze as per the management schedule supplied to F Kotze.

All costs incurred will be to his account.

Other than all existing or current Watergate loans which are to be paid by Watergate income directly.

The crop proceeds from the macadamia plantations will be split on a 50-50 basis.

The farm generally should be kept in a neat and presentable state at all times.

2. Buildings-

F Kotze will have full access and usage of all buildings and all buildings to be maintained at all times.

3. Plant and Equipment- F Kotze may use all plant and equipment but must insure adequate maintenance as well as a full acknowledgement as per the plant and equipment schedule signed by F Kotze and Mrs A Burbidge on behalf of Watergate Ent. All equipment must be returned in good working order. Equipment and Machinery purchased during the crop share arrangement by Watergate Enterprises remains the property of Watergate Enterprises

4. Expenses-

F Kotze must be responsible for all farm related expenses such as labour, zesa, rate, levies etc as of the 25th May 2011. F Kotze also agrees to pay E Tabana pension of USD\$200.00 a month as well as allowing him the full use and occupation of his house and yard situated on Watergate.

5. New structures-

C Taffs will allow new structures to be constructed provided F Kotze clears any potential development with C Taffs. F Kotze will not be entitled to any reimbursement for any costs incurred against such development.

6. Land usage-

F Kotze may use land to his benefit, other than the land covered by existing macadamia plantations. Provided good farming practice is employed at all times.

7. General conditions-

In the event of the farm being sold C Taffs will give F Kotze 90 days to vacate the property. In the event that F Kotze terminates this agreement he must give 90 days notice to the C Taffs. F Kotze must give unfettered access to any buyer or agent who may wish to view the property. F Kotze must not participate in any activity which may result in the property being acquired.

8. F Kotze may not enter into any arrangement with any 3rd party involving any asset or assets belonging to Watergate Ent.

9. C Taffs will not be responsible for any losses, damages, or claims while F Kotze is in occupation of the property

Signed F Kotze

..... C Taffs

..... Witness

..... Witness

Date..... 05/09/11