INVESTMENT AGREEMENT

Between

SAMUEL'S GATE FARMING
Registration Number: 2024/586690/07
Address: 490 Modderfontein JR

Portion 2

Bronkhorstspruit,1020
(hereinafter referred to as the **"Company"**)

and

_____

Identity / Registration Number: _____

Address: _____

(hereinafter referred to as the **"Investor"**)

1. INTERPRETATION AND DEFINITIONS

1.1. In this Agreement, unless the context indicates otherwise, words importing any one gender shall include the other genders, words importing the singular shall include the plural and vice versa, and natural persons shall include juristic persons and vice versa.

1.2. **"Agreement"** means this Investment Agreement together with any annexures or schedules attached hereto.

1.3. **"Business"** means the livestock farming operations conducted by the Company, including the breeding, raising, and sale of chickens, pigs, and any future livestock commodities.

1.4. **"Investment"** refers to the financial contribution made by the Investor specifically toward livestock production cycles and not toward ownership of the Company.

1.5. **"Cycle"** means the defined production period of a specific livestock commodity, including growth, management, and sale.

1.6. **"Returns"** means the payments made to the Investor in accordance with the agreed livestock investment model.

2. INTRODUCTION AND NATURE OF INVESTMENT

2.1. The Company is a privately owned farming enterprise operating livestock production as a commercial activity and is currently in an expansion phase requiring additional operational funding.

2.2. The Investor agrees to provide funding specifically for livestock production, with the understanding that such funding is applied directly to operational farming activities including feeding, housing, breeding, and sale of livestock.

2.3. This Agreement does not constitute a shareholding agreement, joint venture, or partnership. The Investor shall not acquire any ownership, equity interest, or voting rights in the Company by virtue of this Agreement.

2.4. The relationship between the parties is strictly that of an operational investment arrangement linked to livestock production cycles, and not a financial instrument or regulated financial product.

3. BUSINESS OF THE COMPANY

3.1. The Company operates a livestock farming business focused primarily on chickens and pigs, which have been identified as the core commodities currently scaled for production.

3.2. The Company has already invested in infrastructure and livestock systems and is now seeking additional funding to expand production capacity.

3.3. The Company may, at its sole discretion, expand operations to include additional livestock such as cattle, sheep, and goats, and may offer such opportunities to existing investors.

3.4. All operational decisions relating to livestock production, including procurement, feeding, veterinary care, and sale, shall be managed exclusively by the Company.

4. INVESTMENT STRUCTURE

4.1. The Company operates a flexible, crowdfunding-style investment model, whereby multiple investors contribute funds toward livestock production cycles.

4.2. Each investment is commodity-specific and cycle-based, meaning that the Investor's returns are linked directly to the performance and completion of that cycle.

4.3. The Investor acknowledges that returns are generated from the successful production and sale of livestock and not from general business profits or dividends.

4.4. The Company shall allocate invested funds toward operational farming expenses at its discretion, provided such use aligns with livestock production.

5. INVESTMENT CONTRIBUTIONS

5.1. The Investor agrees to contribute funds in accordance with the following structures:

5.1.1. Chickens: The Investor shall invest an amount of R4,000 per cycle.

5.1.2. Pigs: The Investor shall invest an amount of R6, 000 per cycle

5.1.3. Chevon/Lamb: The investor shall invest an amount of R8, 000 per cycle

5.1.4. Cattle/Beef: The investor shall invest an amount of R15, 000 per cycle.

5.2. A once-off, non-refundable onboarding fee of R1,000 shall be payable by first-time investors, which shall be used toward maintenance of livestock housing and infrastructure.

5.3. All investments shall be made through the Company's official digital platform, and no cash payments shall be accepted at the farm premises under any circumstances.

6. RETURNS AND PAYMENT TERMS

In terms of production, each commodity works on a cycle which is quantified in days. Day one (1) being the initial day of the cycle. Returns are paid according to the production cycle of each livestock type.

6.1. In respect of the poultry investment, the Company shall pay on day one hundred (100) a returns amount of R2000, another payment on day one hundred and thirty (130) of R2000 and a final payment on day one hundred and sixty (160) of R2000.

6.2. In respect of the piggery investment, the Company shall pay on day one hundred and fifty (150) a returns amount of R3000, another payment on day one hundred and eighty (180) of R3000 and a final payment on day two hundred and ten (210) of R4000.

6.3. In respect of the chevon/lamb investment, the Company shall pay on day one hundred and fifty (1500 a returns amount of R4, 000, another payment on day one hundred and eighty (180) of R4000 and a final payment on day two hundred and ten (210) of R4000.

6.4. In respect of the cattle/beef investment, the Company shall pay on day three hundred and sixty five (365) a returns amount of R20, 000 and a final payment on day seven hundred and thirty (730) of R10 000.

6.5. The Company shall process all payments via its designated systems, and the Investor shall be responsible for ensuring accurate account details are provided.

7. RISKS AND ACKNOWLEDGEMENTS

7.1. The Investor expressly acknowledges that livestock farming carries inherent risks, including but not limited to disease outbreaks, animal mortality, environmental factors, and market conditions.

7.2. The Investor accepts these risks fully and agrees that such risks form part of the nature of this Agreement.

7.3. The Company shall not be held liable for losses resulting from such risks, provided that reasonable farming practices are followed.

7.4. The Company undertakes to maintain transparency regarding livestock health management and operational practices.

8. INVESTOR PARTICIPATION AND LIMITATIONS

8.1. The Investor shall not participate in the day-to-day management or strategic decision-making of the Company.

8.2. The Investor shall have no authority to bind the Company in any manner.

8.3. Ownership and control of the Company shall remain exclusively with the founding family, and succession planning shall be determined internally.

9. FUNDING CYCLES AND RESTRICTIONS

9.1. The Company reserves the right to temporarily suspend investment opportunities to allow for farm maintenance, sanitation, and operational reset between cycles.

10. INVESTOR RIGHTS

10.1. The Investor shall be entitled to receive returns as stipulated in this Agreement, subject to the successful completion of livestock cycles.

10.2. The Investor shall have access to relevant investment information via the Company's official platform.

11. FARM ACCESS AND TRANSPARENCY

11.1. The Investor may visit the farm premises subject to prior booking through the Company's website or designated system, due to biosecurity reasons the investor is requested to book a farm visit online.

11.2. The Company shall make reasonable efforts to provide updates and maintain transparency regarding livestock performance and operations.

12. WITHDRAWAL AND REINVESTMENT

12.1. Upon completion of a livestock cycle, the Investor may elect to withdraw funds or reinvest in a subsequent cycle.

12.2. Any reinvestment shall be subject to availability and the limitation on the number of cycles per year.

13. CONFIDENTIALITY

13.1. Both parties undertake to keep confidential all proprietary, operational, and financial information obtained during the course of this Agreement.

13.2. This obligation shall survive termination of this Agreement.

14. BREACH AND TERMINATION

14.1. Either party may terminate this Agreement in the event of a material breach by the other party, provided that written notice is given.

14.2. The Company reserves the right to terminate the Investor's participation in cases of non-compliance with payment or platform requirements.

15. DISPUTE RESOLUTION

15.1. Any dispute arising from this Agreement shall first be resolved through good faith negotiations between the parties.

15.2. Failing resolution, the dispute shall be referred to mediation, and thereafter to arbitration if necessary.

15.3. The place of arbitration shall be: Bronkhorstspruit Magistrate Court, City of Tshwane, Gauteng

16. GENERAL PROVISIONS

16.1. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussions or understandings.

16.2. Any amendments must be in writing and signed by both parties.

16.3. This Agreement shall be governed by the laws of: South African Law, Companies Law.

17. SIGNATURES

Signed at Bronkhorstspruit on this 16 day of October 2026

For the Company:

Name: Zamasengwayo Zibuyile Mkhonta

Signature: 

Investor:

Name: _____

Signature: _____