

**Sea Harvest Group Limited**  
(Incorporated in the Republic of South Africa)  
(Registration number: 2008/001066/06)  
Share code: SHG ISIN: ZAE000240198  
("Sea Harvest" or "the Company")

## **CATEGORY 2 ANNOUNCEMENT: DISPOSAL OF LADISMITH CHEESE COMPANY PROPRIETARY LIMITED**

### **1. INTRODUCTION**

Shareholders are advised that on 20 November 2025, Sea Harvest entered into a sale of shares and claims agreement (the "**Sale of Shares and Claims Agreement**") with Fairfield Dairy Proprietary Limited ("**Purchaser**"), in terms of which Sea Harvest will dispose of (i) 3,272,101 class "A" shares and 323,600 class "N" shares, collectively constituting 100% of the issued share capital of Ladismith Cheese Company Proprietary Limited ("**Ladismith Cheese**") a wholly-owned subsidiary of the Company ("**Sale Shares**"), and (ii) all of the claims of whatsoever nature and howsoever arising which Sea Harvest has against Ladismith Cheese and its wholly-owned subsidiaries ("**Sale Claims**") to the Purchaser, for the purchase consideration as set out in paragraph 5 below ("**Ladismith Cheese Disposal**").

### **2. BACKGROUND ON THE PURCHASER**

The Purchaser is a wholly-owned subsidiary of Woodlands Dairy Proprietary Limited ("**Woodlands Dairy**"), one of South Africa's foremost manufacturers of dairy and dairy-related products. Woodlands Dairy's product portfolio includes ultra-high temperature ("**UHT**") or long-life milk, cheese, butter, cream, amasi, custard, flavoured milk, extended shelf-life fresh milk, milk powder, dairy desserts, dessert toppings, yoghurt, honey, dips, and ice cream.

Woodlands Dairy is beneficially owned by Gutsche Family Investments Proprietary Limited ("**GFI**") which holds a 74.99% shareholding, while two black-owned companies, African Pioneer Group Proprietary Limited and Nozala Investments Proprietary Limited, collectively hold the remaining 25.01% shareholding in Woodlands Dairy. GFI is a diversified investment holding company with interests across various sectors.

### **3. THE BUSINESS OF LADISMITH CHEESE**

Established in 1999, Ladismith Cheese, including its wholly-owned subsidiaries Ladismith Powder Company Proprietary Limited ("**Ladismith Powder**") and Mooivallei Suiwel Proprietary Limited ("**Mooivallei**"), is a value-adding dairy processing company based in Ladismith in the Western Cape. Ladismith Cheese's primary business is the production, distribution, marketing and sale of cheese, butter and milk powders to the South African retail, wholesale and foodservice markets. Centrally located to various milk producing areas, Ladismith Cheese produced c.15,000 tons of cheese and butter and c.11,000 tons of dairy and non-dairy powders for the financial year to 31 December 2024. Ladismith Cheese employs approximately 580 people and has manufacturing facilities in Ladismith and Bonnievale.

### **4. RATIONALE OF THE LADISMITH CHEESE DISPOSAL**

In line with its strategy presented at the beginning of 2025 to reduce its debt by 50% within three years, Sea Harvest has decided to de-leverage its balance sheet through the disposal of non-fishing assets and focus on its seafood businesses. The disposal of Ladismith Cheese represents the largest non-fishing asset available for sale under this strategy.

## 5. PURCHASE CONSIDERATION

Sea Harvest will dispose of Ladismith Cheese to the Purchaser for an amount determined on the basis of an enterprise value of Ladismith Cheese equal to R840,000,000 (eight hundred and forty million Rand) ("**Enterprise Value**"), which will be adjusted upward or downward (taking into account (i) a net cash/net debt adjustment and (ii) a working capital adjustment based on the difference between an agreed level of sustainable working capital and the actual level of working capital) in respect of the Target Group (defined in clause nine below) ("**Adjustments**") as at the Effective Date (defined in clause eight below) in accordance with the terms of the Sale of Shares and Claims Agreement ("**Purchase Price**"). The Purchase Price will not exceed R850,000,000 (eight hundred and fifty million Rand) and the Purchase Price will be discharged as set out below.

The Purchaser will make an initial payment ("**Initial Payment**") on the Closing Date (defined in clause eight below), which will be the Enterprise Value subject to Adjustments calculated as at the end of the calendar month preceding the Fulfilment Date (defined in clause seven below).

Within five business days following agreement between Sea Harvest and the Purchaser (or determination by an independent auditor) of any difference between the Initial Payment and the Purchase Price ("**Adjustment Amount**"), a payment, or refund (as the case may be) of such Adjustment Amount shall be made by either the Purchaser or Sea Harvest.

The Purchase Price will be settled entirely in cash, and no securities will form part of the consideration received by Sea Harvest for the Ladismith Cheese Disposal.

## 6. APPLICATION OF THE LADISMITH CHEESE DISPOSAL CONSIDERATION

The proceeds of the Ladismith Cheese Disposal will be used to repay a portion of the long-term debt of Sea Harvest's South African business.

## 7. SUSPENSIVE CONDITIONS AND SIGNIFICANT TERMS OF THE SALE OF SHARES AND CLAIMS AGREEMENT

The Sale of Shares and Claims Agreement is subject to the fulfilment or waiver of the following suspensive conditions by the date specified (or such later date as is agreed by the parties to the Sale of Shares and Claims Agreement):

- (a) by no later than 30 November 2025, the Purchaser providing Sea Harvest with a copy of a resolution of the board of directors of the Purchaser and shareholder(s) to the extent required in respect of the entry into and implementation of the Sale of Shares and Claims Agreement;
- (b) by not later than 30 November 2025, the Purchaser providing Sea Harvest with a copy of the resolution of the board of directors of Gutsche Family Investments Proprietary Limited and shareholder(s) of Gutsche Family Investments Proprietary Limited to the extent required in respect of the entry into and implementation of the Sale of Shares and Claims Agreement by the Purchaser;
- (c) by not later than 30 November 2025, Sea Harvest delivering to the Purchaser a copy of the resolution of the board of directors of Sea Harvest in respect of the entry into and implementation of the Sale of Shares and Claims Agreement;
- (d) by not later than 15 January 2026, the approval and/or release in respect of the Restructure (defined in clause nine below) and Ladismith Cheese Disposal being provided by third party lenders to the extent required in terms of the funding and security documentation entered into between such lenders and Sea Harvest, any of its subsidiaries, and/or Ladismith Cheese, Ladismith Powder and Mooivallei;

- (e) by no later than 31 March 2026, the applicable Competition Authority, in writing, unconditionally approving the Ladismith Cheese Disposal in terms of the Sale of Shares and Claims Agreement (or if such approval is granted on a conditional basis, each of the parties on whom such conditions are imposed having approved such condition(s) (acting reasonably) in writing and delivered such approval to the other party/ies);
- (f) by no later than three business days prior to the Effective Date (defined in clause eight below), the Restructure (defined below) being completed as confirmed in writing by Sea Harvest to the Purchaser;
- (g) by not later than the date of fulfilment of the last of the above suspensive conditions (other than (f) above) ("**Fulfilment Date**"), Sea Harvest providing written confirmation to the Purchaser that no material adverse change (as contemplated by the Sale of Shares and Claims Agreement) has occurred in relation to Ladismith Cheese during the period between the signature date of the Sale of Shares and Claims Agreement and the date on which such confirmation is provided.

The Sale of Shares and Claims Agreement contains warranties and representations by the Company, which are customary for transactions of this nature.

## 8. EFFECTIVE DATE AND CLOSING DATE OF THE LADISMITH CHEESE DISPOSAL

The effective date of the Ladismith Cheese Disposal will be the last calendar day of the month in which all the suspensive conditions to the transaction have been fulfilled or waived (as the case may be), or such later date as the parties may agree in writing ("**Effective Date**"). The closing date will be five days after the Effective Date ("**Closing Date**").

## 9. RESTRUCTURE

Prior to the implementation of the Ladismith Cheese Disposal, Sea Harvest will implement a restructure of the shareholding of Ladismith Cheese in terms of which Ladismith Cheese including its subsidiaries Ladismith Powder and Mooivallei ("**Target Group**") will become a direct subsidiary of Sea Harvest ("**Restructure**"), rather than a subsidiary of Cape Harvest Food Group Proprietary Limited, another wholly-owned subsidiary of Sea Harvest.

## 10. FINANCIAL INFORMATION

In terms of Ladismith Cheese's unaudited interim financial statements for the six months ended 30 June 2025 (prepared in accordance with International Financial Reporting Standards), Ladismith Cheese's:

- profit after tax amounted to R32 million; and
- net asset value amounted to R980 million.

## 11. CLASSIFICATION OF THE LADISMITH CHEESE DISPOSAL

The Ladismith Cheese Disposal constitutes a category 2 transaction in terms of the JSE Limited Listings Requirements.

Cape Town  
21 November 2025

Financial Advisor and Transaction Sponsor:  
The Standard Bank of South Africa Limited

Legal advisor to Sea Harvest:  
Webber Wentzel