

Dated 14 August 2026

Parties

Mangawhai Collective Limited (“Mangawhai”)

Henry Lawford Lonsdale Ferrier (“Shareholder”)

Introduction

- A. Mangawhai and the Shareholder have acted in concert in relation to the preparations for a potential partial takeover offer of the ordinary shares of Bremworth Limited (“**Shares**”) which would result in Mangawhai holding or controlling more than 50% and potentially up to 55% of the voting rights in Bremworth on issue on the date on which Mangawhai completes the acquisition of Shares under the potential offer (the “**Offer**”).
- B. The Shareholder has agreed to grant Mangawhai, on the terms and conditions set out in this Deed, the ability to control the exercise of the voting rights attached to all of the Shares held or controlled by the Shareholder.
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This Deed Records

1. CONTROL

- 1.1 **Shareholder’s Shares:** On the date of this Deed, the Shareholder holds or controls 188,943.1681 Shares, representing approximately 0.273% of the Shares on issue on the date of this Deed (assuming that Bremworth has 69,089,365 Shares on issue on the date of this Deed).
- 1.2 **Grant of control:** On and from the date of this Deed and until the Deed is terminated in accordance with clause 2, the Shareholder:
- (a) irrevocably and unconditionally grants Mangawhai the power to exercise, and control the exercise of, all voting rights attaching to the Shareholder’s Shares (including by appointing a proxy or other representative on behalf of the Shareholder to vote the Shareholder’s Shares) in its absolute discretion;
 - (b) agrees that he will not exercise (or direct the exercise of) any voting rights attaching to the Shareholder’s Shares (including by appointing any proxy or other representative); and
 - (c) must not, and must not agree to, sell, transfer or otherwise dispose of the holding or control of the Shareholder’s Shares.

2. TERM

2.1 Automatic termination: This Deed will automatically terminate:

- (a) if Mangawhai does not make the Offer within 20 working days after sending a takeover notice to Bremworth;
- (b) if Mangawhai withdraws the Offer in accordance with the Takeovers Code;
- (c) if the Offer lapses in accordance with Rule 25(4) of the Takeovers Code; or
- (d) on 11.59pm on the Business Day after the date that Mangawhai completes the acquisition of Shares under the Offer.

2.2 Termination by written agreement: The parties may terminate this Deed by written agreement.

3. GENERAL

3.1 Variation: No variation to this Deed will be effective unless it is in writing and signed by all parties.

3.2 Severability: If any part of this Deed is held by any court or administrative body of competent jurisdiction to be illegal, void or unenforceable such determination will not impair the enforceability of the remaining parts of this Deed, which will remain in full force, and such provision will be deemed to be modified to the extent necessary to render it legal, valid and enforceable.

3.3 Counterparts: This Deed may be signed in any number of counterparts, including scanned copies, all of which will together constitute one and the same instrument and a binding and enforceable Deed between the parties. Either party may execute this Deed by signing any such counterpart.

3.4 Compliance with applicable law: Nothing in this Deed requires any party to do any act, matter or thing in contravention of the Takeovers Code, the Financial Markets Conduct Act 2013 or the Companies Act 1993.

3.5 Governing law: This Deed is governed by, and shall be construed in accordance with, the laws of New Zealand.

Executed as a deed

MANGAWHAI COLLECTIVE LIMITED by its sole director in the presence of:

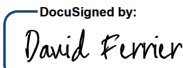
Signed by:

00006A3A40F0470...
Signature of witness

Matthew Wentz
Name of witness

.Solicitor
Occupation

City/town
City/town of residence

DocuSigned by:

318AA8E00FF412...
D M Ferrier

HENRY LAWFORD LONSDALE FERRIER in the presence of:

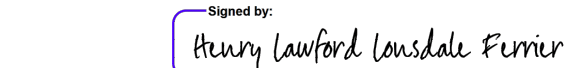
Signed by:

00006A3A40F0470...
Signature of witness

Matt Wentz
Name of witness

.Solicitor
Occupation

City/town
City/town of residence

Signed by:

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H L L Ferrier