בבית המשפט המחוזי
בתל אביב-יפו

מועד חתימה: 16.3.2026

חדל"ת 68136-07-24
חדל"ת 68217-07-27
בפני כב' הש' סיגל יעקבי
בקשה מס' ___

בעניין: **חוק חדלות פירעון ושיקום כלכלי, התשע"ח-2018** — **החוק**

ובעניין: **עו"ד אילן שביט-שטריקס ורו"ח חן ברדיצ'ב**
בתפקידם כנאמנים ליישום הליך חדלות הפירעון של החברות
בעצמם ו/או ע"י ב"כ עו"ד חן סדבון ואח'
ממשרד חיים צדוק ושות', עורכי דין
רחוב החשמונאים 84, בית לשכת המסחר, תל אביב
טלפון: 03-6254000; פקסימליה: 03-6254040
— **הנאמנים**

ובעניין:
1. **פרנסה ניהול בסד בע"מ, ח.פ. 51-512333-9 (בפירוק)**
2. **בסדנו יזמות והשקעות בע"מ, ח.פ. 51-487506-1 (בפירוק)**

— **החברות**

ובעניין:
1. **Vital Seeds I B.V., מספר רישום 74901087, מאוגדת בהולנד** — **VSIBV ("חברת הבת ההולנדית")**
2. **Talal Daas, דירקטור בחברת Vital Seeds I B.V.**
3. **Marty Leiter, דירקטור בחברת Vital Seeds I B.V.**

המשיבים 1-3 באמצעות נושאי המשרה:
Talal Daas – בכתובת דוא"ל tdaas@vital-seeds.com — **Talal**
Marty Leiter – בכתובת דוא"ל marty@leiteronline.com — **Marty**

ובעניין:
4. **Kamal Dass, דירקטור בחברת האם (Vital Seeds, Inc)**

טירה, ישראל
בכתובת דוא"ל kdaas@daastech.net
— **Kamal**

ובעניין: **הממונה על חדלות פירעון ושיקום כלכלי**
מרחי' השלושה 2, תל אביב
— **הממונה**

בקשה למתן הוראות

תכליתו של ההליך דנא בהשבת כספי משקיעים מן הציבור עקב הונאה והולכת שולל על ידי המשיבים

על יסוד המקובץ להלן בית המשפט הנכבד מתבקש לעשות שימוש בסמכותו מכוח סע' 45 לחוק[1], ולזמן לדין את המשיבה 1, **Vital Seeds I B.V.** (להלן גם: "**חברת הבת ההולנדית**" או "**VSIBV**"), חברה המאוגדת בהולנד, ובאמצעות הדירקטורים מטעמה, המשיבים 2 ו-3, **Talal Daas** ו- **Marty Leiter**, וכן את המשיב 4, **Kamal Dass**, בקשר עם הפרות יסודיות ומתמשכות של הסכם הלוואה והסכמי רכישת מניות (כהגדרתם להלן), כלפי **פרנסה ניהול בסד בע"מ (בפירוק)** (להלן גם: "**פרנסה**"), וליתן את הסעדים הבאים:

א. להצהיר כי המשיבה 1, **Vital Seeds I B.V**, הפרה את הסכמי רכישת המניות (SPA), ולהורות כי עליה לבצע רישום והקצאה של **111** מניות לטובת פרנסה, שהיוו אז 10% מאחזקות **VSIBV**, ובשיעור שווה ערך לכל הפחות ל- 10% מאחזקות **VSIBV** כיום, כמפורט להלן (להלן גם: "**סעד רישום המניות**");

ב. להצהיר כי המשיבה 1, **Vital Seeds I B.V**, הפרה את הסכם ההלוואה, ולהורות כי עליה לפרוע לפרנסה את יתרת קרן ההלוואה הבלתי מסולקת בסך של **1,200,000** אירו, בצירוף ריבית ממועד התשלום השני ביום 1.3.2024 ("מועד ההפרה"), ועד למועד הפירעון בפועל, וכן הוצאות, כמפורט להלן (להלן גם: "**סעד החזר ההלוואה**"), ולרבות זכאות פרנסה לתמורה נוספת של בשיעור של 6% מניות VSIBV בגין דחיית ביצוע

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[1] למען הסדר, יצוין כי במסגרת החלטה מיום 5.2.2025 (בקשה מס' 37), ניתן לנאמנים היתר לפעול בעניין **Vital Seeds**, ונציגיה, ולנקוט בכל ההליכים המשפטיים שיידרשו, כאשר בקשה זו מוגשת בהמשך לדין ודברים ממושך בין הצדדים, שלא הוביל לריפוי ההפרות.

התשלום השני, כמפורט להלן (להלן גם: "**התמורה הנוספת**");

ג. להורות כי על המשיבה 1, **Vital Seeds I B.V**, לשאת בכל עלות, אגרה, הוצאה וכיוצ"ב, בנוגע לרישום המניות ו/או החזר ההלוואה לטובת פרנסה;

ד. לחייב את המשיבים 2 ו-3, **Talal Daas** ו- **Marty Leiter**, בפועלם כדירקטורים של חברת הבת ההולנדית, בכל חיובי VSIBV כלפי פרנסה, בגין הטעיה, מרמה, מחדל, חוסר תום לב והפרת חובת נאמנות המקימה מחויבות אישית בנוגע להפרות קיום ההתחייבויות כלפי פרנסה, ובכלל זה שליחת יד בכספים שהיו אמורים להיות מופקדים בחשבון נאמנות (Escrow Account);

ה. לחייב את המשיב 4, **Kamal Dass**, דירקטור בחברת האם **Vital Seeds, Inc** (להלן גם: "**חברת האם**"), בתוקף תפקידו בפועל ונוכח דרך התנהלותו בהיותו המוציא והמביא "הרוח החיה" במסגרת ההתקשרות אל מול פרנסה, בכל חיובי VSIBV כלפי פרנסה, בגין הטעיה, מרמה, מחדל, חוסר תום לב והפרת חובת נאמנות המקימה מחויבות אישית בנוגע להפרות קיום ההתחייבויות כלפי פרנסה;

ו. בהתאם להוראות סעיף 281 לחוק להורות על התייצבות המשיבים 2 ו - 4, **טלאל דאס ו-כאמל דאס**, <u>לחקירה בבית המשפט</u> לצורך מסירת מידע בכל הנוגע להתקשרות עם פרנסה ולשם הליכי חדלות הפירעון; בכלל זה, לקבוע מועד לחקירה בבית המשפט כאמור, ולהוציא צו לזימון להתייצבות הנחקרים בהתאם להוראות סעיף 282 לחוק, וליתן כל הוראה אחרת הנדרשת לצורך כך;

ז. ליתן כל סעד אחר הנראה כנכון וצודק לבית המשפט בנסיבות העניין, ובכלל זה ליתן כל הוראה נדרשת לרבות מסירת מידע, מסמכים ונתונים, וזאת בכל הנוגע לסעד החזר ההלוואה ו/או בכל הנוגע לסעד רישום המניות;

ח. לחייב את המשיבים בהוצאות הנאמנים בהגשת בקשה זו.

מטעמי זהירות, הנאמנים שומרים על זכותם לדרוש כל סעד או נזק אחר פועל יוצא של פעילות המשיבים, או מי מטעמם, לבקש לפצל סעדים ו/או לתקן את הבקשה בהתאם, ולרבות בקשה למתן סעדים לסנקציות אישיות כנגד מי מהמשיבים, ועל פי הוראות בית המשפט הנכבד.

עוד יצוין תחילה, כי הבקשה מוגשת על ידי הנאמנים מתוקף תפקידם כנאמנים מטעם בית המשפט, ועל פי המידע המצוי בידם, כאשר על פי התכתובות שנתקיימו בין הצדדים, שתובא להלן, **אין למעשה מחלוקת** על קרן חוב ההלוואה שטרם נפרע לטובת פרנסה, ובדבר הפרת רישום המניות לטובת פרנסה, וכאשר בהסכמים שבין הצדדים קיימת תניית שיפוט מפורשת לבית המשפט בתל אביב, ואף המשיבים עצמם מכירים בסמכות מותב בית המשפט הנכבד של חדלות פירעון, והכל כמפורט להלן.

<u>ואלה טעמי הבקשה</u>

<u>א. הצדדים</u>

1. המשיבה 1, .Vital Seeds I B.V (להלן ולעיל גם: "**חברת הבת ההולנדית**" או "**VSIBV**"), עימה התקשרה פרנסה בהסכמים, כמפורט להלן.

2. המשיב 2, Talal Daas, אזרח ישראל, הינו דירקטור בחברת הבת ההולנדית (להלן גם: "**טלאל**"), ואחראי אישית מכוח תפקידו ופועלו בנוגע להפרות כלפי פרנסה.

3. המשיב 3, Marty Leiter, הינו דירקטור בחברת הבת ההולנדית (להלן גם: "**מרטי**") ואחראי אישית מכוח תפקידו ופועלו בנוגע להפרות כלפי פרנסה.

4. המשיב 4, Kamal Dass, אזרח ישראל ותושב העיר טירה במחוז המרכז, הינו דירקטור בחברת האם **Vital Seeds, Inc** (להלן גם: "**חברת האם**"), המאוגדת בארצות הברית (ר' גם התייחסות בסע' 3.4 להסכם רכישת המניות, להלן), תחתה מאוגדת חברת הבת ההולנדית (להלן גם: "**כמאל**").

5. כפי שיפורט, נושאי המשרה הנ"ל הינם חלק מהותי מההתקשרות אל מול פרנסה, ומתכתובות הנזכרות בין הצדדים, כמו גם ההפרות כלפיה, וכאשר ההתקשרות של פרנסה במערכת הסכמים וההתנהלות השוטפת נעשתה באמצעות ובמעורבות פעילה של האחים, **טלאל דאס ו- כאמל דאס**.

6. על פי הידוע, Vital Seeds מקיימת פעילות בהולנד, בארצות הברית וכן בישראל, כאשר על פי תיאור החברה, הטכנולוגיה של החברה מפתחת זרעי תפוחי אדמה נקיים ועמידים, היא פועלת בשווקי החקלאות במדינות נוספות.

7. עוד יצוין להשלמת התמונה, כי **ד"ר אילן כהן** (להלן גם: "**ד"ר כהן**"), ששימש כיועץ קניין רוחני ורישום פטנטים של פרנסה והשקיע בעצמו ב **VSIBV**, ערב כלפי פרנסה לקיומו והמשך תוקפו של הסכם הרישיון של חברת הבת ההולנדית מול חברת האם ("מעניקת הרישיון"), כהגדרתם במסמכי הסכם ההלוואה; ד"ר כהן היה מעורב במגעים שבין הנאמנים אל מול המשיבים בענייני Vital Seeds, עשה מאמץ כן בנסיונות לסייע בהסדרת המחלוקות, כמפורט להלן.

8. מטעמי זהירות, הנאמנים שומרים על זכותם ובית המשפט הנכבד יתבקש להתיר לנאמנים לנקוט הליכים נוספים, לרבות הליכים אישיים נוספים נגד הדירקטורים או כל גורם רלוונטי אחר בקשר של Vital Seeds, ובהתאם לממצאי הבקשה.

ב. ההתקשרות בין הצדדים

9. מקורה של ההתקשרות בין הצדדים הינה במספר הסכמים מיום 19.12.2021 של **פרנסה**, עם **VSIBV**, כדלהלן.

ב.1 הסכם ההלוואה

10. ביום 19.12.2021 נחתם הסכם הלוואה בין פרנסה לבין **חברת הבת ההולנדית** בסך 1,584,000 אירו, וכאשר בין היתר נקבע כי:

10.1 ההלוואה נושאת ריבית שנתית של 1%;

10.2 ההחזר נקבע בארבעה תשלומים חצי-שנתיים של 400,000 אירו כל אחד;

** העתק הסכם הלוואה מיום 19.12.2021, מצ"ב ומסומן **כנספח "1"**.

11. בתמצית, פרנסה נתנה הלוואה לחברת הבת ההולנדית כדי שתשמש אותה ל-capital contribution למיזם משותף, בתנאי שכספי ההלוואה יוחזקו בחשבון נאמנות (Escrow) ביחד עם סכום כסף נוסף שחברת הבת ההולנדית תיכננה לגייס מבנק השקעות שוויצרי כהשקעה בחברת האם האמריקנית. כפי הנראה, למרות שגיוס ההשקעה הנוספת לא יצא אל הפועל, נעשה שימוש בכספי ההלוואה שהעמידה פרנסה, באקט של מרמה.

12. בהתאם להסכם ההלוואה, מועדי הפירעון הינם: תשלום ראשון – 19.6.2022; תשלום שני – 19.12.2022; תשלום שלישי – 19.6.2023; תשלום רביעי – 19.12.2023.

13. יובהר מיד, כי אין מחלוקת כי ההלוואה הועמדה, וכי למעט החזר תשלום ראשון בסך של 400,000 אירו חברת הבת ההולנדית הפרה את החזר התשלומים לפרנסה, **ואין מחלוקת** כי 1,200,000 אירו מקרן ההלוואה לא נפרעו לפרנסה עד היום, בצירוף ריבית.

14. להשלמת התמונה יצוין, כי בשעתו (קודם לכניסתה של פרנסה להליכי חדלות פירעון) ניתן אישור בין הצדדים בדבר דחיית ביצוע התשלום השני עד סוף פברואר 2024 (ובהתאמה, התשלומים הבאים), כנגד תמורה נוספת של 6% מניות חברת הבת ההולנדית (להלן גם: "**התמורה הנוספת**"), כפי שעולה מתכתובת החברה (הודעת דוא"ל של טלאל, ואשר מכתב את כמאל ואת מר כהן), כדלהלן:

From: Talal Daas <[illegible]>
Sent: Monday, March 13, 2023 4:24 PM
To: Eliezer Gross <[illegible]>
Cc: [illegible]; [illegible]
Subject: Call summary and confirmation

Hello Eli,

The following is a summary and confirmation for our call:
1. Vital Seeds I B.V. will agree to grant Pesadno 6% of the company's outstanding shares in return for postponing the remaining payments of the outstanding loan that amount to 1,200,000 EUR. With that in place, the next payment in the amount of 400,000 EUR will become due by the end of February 2024

** העתק תכתובת דוא"ל מיום 13.3.2023, מצ"ב ומסומן **<u>כנספח "2"</u>**.

15. כמפורט להלן, המשיבים הפרו את ביצוע התשלומים החל מיום 1.3.2024, ועד בכלל, וכן המשיבים לא הכחישו את יתרת החוב הבלתי מסולקת, אלא הציעו דחייה/פריסה בלתי תחומה בזמן (ר' תכתובת[2]).

<u>ב.2 הסכמי רכישת המניות (SPAs)</u>

16. ביום 19.12.2021 נחתמו 2 הסכמי רכישת מניות בין חברת הבת ההולנדית לבין פרנסה ולבין אליעזר גרוס (להלן גם: "**גרוס**").

** העתק הסכם רכישת מניות עם פרנסה מיום 19.12.2021, מצ"ב ומסומן **<u>כנספח "3"</u>**.

** העתק הסכם רכישת מניות עם גרוס מיום 19.12.2021, מצ"ב ומסומן **<u>כנספח "4"</u>**.

17. מכוחם של הסכמי רכישת המניות התחייבה חברת הבת ההולנדית לרישום סך כולל של 111 מניות (פרנסה 61 מניות וגרוס - 50 מניות), מניות המהוות דאז שיעור של 5.5% ו- 4.5%, בהתאמה, מהון המניות המונפק של **VSIBV** לאחר סגירת העסקה. יובהר כי זכויות גרוס הומחו על ידו לפרנסה בניהול הנאמנים.

** העתק המחאת הזכויות, מצ"ב ומסומן **<u>כנספח "5"</u>**.

18. **VSIBV** הפרה את החיוב לביצוע רישום המניות.

19. יצוין, כי במסגרת התכתובות שנתקיימו אל מול נציגי החברה בנוגע לרישום המניות, להלן, הועלו כביכול דרישות רגולטוריות שונות מטעם נוטריון בהולנד, Jaspal Priya, בקשר עם רישום המניות, ושנענו על ידי הנאמנים כמפורט להלן.

[2] כך למשל תכתובת דוא"ל מאת טלאל מיום 21.10.2025 (מצורפת להלן), כדלהלן:

6. Regarding the Loan Agreement Between Parnasa Management Based Ltd. ("Parnasa") and VSIBV
The Company is making every reasonable effort and is acting diligently and continuousy to fulfil its obligations and advance the project, including engaging with potential investors, with the objective of repaying the loan in full at the earliest opportunity. This process, however, requires a reasonable period of time and cannot be effected through immediate repayment as currently demanded.
We therefore invite you to submit a current and practical proposal for restructuring or rescheduling the loan repayment terms.

<u>ג. תכתובות בין הצדדים וניסיון להביא לריפוי ההפרות</u>

20. כפי שעולה ממסמכים ותכתובות בין הצדדים, ביום 20.3.2024, עוד קודם להליכי חדלות הפירעון, שלחה פרנסה מכתב דרישה בדבר כישלון VSIBV לביצוע החזר הלוואה, והפרות כלפי פרנסה (לרבות התמורה הנוספת בשיעור של 6%), מכתב אשר נענה ביום 9.5.2024, ע״י בא כוח, Nick Marisico, בשם חברת האם וחברת הבת ההולנדית, **ביחד**, ואשר לא הביא לריפוי ההפרות.

** העתק מכתב מיום 20.3.2024, מצ״ב ומסומן **<u>כנספח ״6״</u>**.

** העתק מכתב מיום 9.5.2024, מצ״ב ומסומן **<u>כנספח ״7״</u>**.

21. ביום 5.12.2024 שלחו הנאמנים **מכתב התראה בטרם נקיטת הליכים** (להלן: ״**מכתב ההתראה**״), אשר מוען גם לדירקטורים של חברת הבת ההולנדית, **Messrs. Talal Daas** and **Marty Leiter**, וכן לחברת האם האמריקנית, **Vital Seeds, Inc.** ומנהלה (**Mr. Kamal Daas**), וזאת לאור מבנה העסקה כנזכר לעיל.

** העתק מכתב ההתראה מיום 5.12.2024, מצ״ב ומסומן **<u>כנספח ״8״</u>**.

22. ביום 15.1.2025 נשלח מענה בא כוח, Entaflanos A. Entafianos, מטעם חברת הבת, ואשר העלה אמתלות שונות לגבי הטענות וההפרות הבלתי משתמעות כלפי פרנסה, ואשר נדחה לאלתר על ידי הנאמנים.

** העתק תכתבות דוא״ל ומכתב מענה מיום 15.1.2025, מצ״ב ומסומן **<u>כנספח ״9״</u>**.

23. בין לבין כאמור, במסגרת החלטה מיום 5.2.2025 (בקשה מס׳ 37), ניתן לנאמנים היתר לפעול בעניין **Vital Seeds**, ונציגיה, ולנקוט בכל ההליכים המשפטיים שיידרשו על פי שיקול דעתם.

24. במשך תקופה ארוכה נתקיימו מגעים בין הנאמנים לבין Vital Seeds ונציגיה, באמצעות תכתובות, שיחות ופגישות זום ובניסיון להסדרה של המחלוקות. **לאור כל הדרך חזרו הנאמנים ופנו בדרישה לפירעון החוב ולהשלמת רישום המניות**, ובין היתר:

24.1 כך במסגרת שיחות שנתקיימו בניסיונות להסדרה, לרבות משלוח של MOU על ידי הנאמנים בניסיון להסדיר מסגרת להסדרת המחלוקת באופן מוסכם, בעקבותיו נתקיימו מספר שיחות ותכתובות.

** העתק תכתובות דוא״ל (1) (מיום 17.3.2025-12.6.2025), מצ״ב ומסומן **<u>כנספח ״10״</u>**.

24.2 כך מסגרת תכתובות המשך, בצירוף נוטריון בהולנד, ואשר נמנע מביצוע רישום המניות, ובקשר עם דרישות רגולטוריות נטענות כביכול, וכאשר ניתן מענה מטעם הנאמנים וזה נדרש ליישום ללא דיחוי של הצעדים לצורך רישום המניות ע״ש הנאמנים, ואולם גם כאן לא ניתן מענה מספק ולא רופאו ההפרות.

** העתק תכתובות דוא״ל (2) (מיום 17.6.2025-12.9.2025), מצ״ב ומסומן **<u>כנספח ״11״</u>**.

24.3 כך במסגרת תכתובת המשך בדרישה נוספת לביצוע פעולות לצורך ריפוי ההפרות, ושלא נענו לגופן, כך, בין היתר הועלו הדברים בתכתובת הנאמנים מיום 12.10.2025 (וכן בהמשך, לרבות בדבר **האחריות והמחוייבות האישית** של האחים דאס, בשל פעולות המרמה כלפי פרנסה, ר׳ למשל, תכתובת

הנאמנים מיום 23.11.2025[3], בדברים הבאים:

Dear Talal and Marty,

Hope that you are well.

Following the discussion in our Teams call on September 18, 2025, and the Trustees' subsequent assessment of the situation, considering the pros and cons, we are writing to inform you of our definitive resolution to achieve a final and comprehensive solution to all outstanding financial issues between Vital Seeds I B.V. (the "Company") to Parnasa Management Basad Ltd. ("Parnasa"). A piecemeal approach is no longer viable. We urge you to promptly provide us with your position to ***all*** outstanding financial issues outlined below.

As you stated in our Teams call, it is critical to "put all the open issues behind us, so that we can start focusing on the business" and that the current situation "throws all of our fundraising in the limbo." As we have emphasized on several occasions upon our appointment as Parnasa's Trustees, our mandate from the Court and our duty to Parnasa's creditors and investors compel us to pursue a complete and immediate solution to all outstanding issues with respect to the Company, as outlined in the attached draft Memorandum of Understanding ("MOU") previously sent for your reference on May 22, 2025.

1. **Issuance of SPA Shares:** We acknowledge your agreement to issue the shares owed under the Share Purchase Agreements ("SPAs"). We will proceed in an attempt to issue and register these shares with the Dutch notary as a preliminary, good-faith step. However, let us be unequivocal: this action resolves only the breach of the SPAs and does not address the far more crucial issue of the defaulted loan.
2. **Immediate Repayment of Loan Principal in Cash:** As you are aware, the Company is in material breach of the Loan Agreement for its failure to repay the €1,200,000 principal. Please note that in any case, the Trustees cannot and will not accept any framework, initiative, or proposal to convert this principal to equity. We demand the repayment of the principal in cash, as proposed in Section 4.1 of the MOU. As you recall, you emphasized the need for "clarity on all the open issues" to attract new investment. I may assume that repaying this debt is the only path to achieving the clean capital structure necessary to secure new investments for the Company's future. Please advise.
3. **Conversion of Accrued Interest to Equity:** It is unquestionable and non-negotiable that the loan arrears bear accrued interest. In our Teams call, due to your dilution concerns you expressed reluctance to convert interest into shares (as we had suggested in Sections 3.2 and 3.3 of the MOU). If this is the case, and you are not willing to issue additional shares in exchange for the accrued interest, please advise regarding your solution for paying all accrued interest. It is imperative that we finalize the interest matter now, rather than "going back and forth," which, as you noted in your own words, "is not good for anybody."

Finally, the Tel Aviv-Jaffa District Court has authorized the Trustees to initiate legal actions for these breaches in any jurisdiction against the Company and its directors and officers personally. If we do not receive your proposal to resolve in an amicable way all the outstanding issues outlined above within ten (10) business days, we will have no choice but to proceed with the necessary legal actions in any applicable legal jurisdiction.

We trust that you will recognize the gravity of this situation. We expect your prompt input to all outstanding issues outlined above.

For the avoidance of doubt, this letter and the proposals contained herein are made without prejudice to any and all rights, claims and remedies available to Parnasa and the undersigned as Trustees, whether arising under the SPAs, the Loan Agreement, at law, or otherwise. All such rights, claims , and remedies are hereby expressly reserved in their entirety.

Regards,

Ilan Shavit-Stricks, Adv. & Chen Bardichev, CPA Trustees of Parnasa Management Basad Ltd. (in liquidation)

** העתק תכתובות דוא"ל (3) (מיום 12.10.2025-23.11.2025), מצ"ב ומסומן **<u>כנספח "12"</u>**.

24.1 להשלמת התמונה, נשלחה תכתובת דוא"ל מצידו של טלאל מינואר 2026 המהווה גם היא ניסיון נוסף לפגוע בזכויות פרנסה.

** העתק תכתובות דוא"ל (4) (מיום 5.1.2026), מצ"ב ומסומן **<u>כנספח "13"</u>**.

.25 אין מחלוקת כי ההלוואה לא נפרעה במלואה, ולכן קמה לפרנסה הזכות על פי הוראות הסכם ההלוואה, כמו גם על פי הדין, בין היתר, בסעדים הבאים:

25.1 **פירעון מיידי (Acceleration):** על פי סעיף 2(vii) להסכם ההלוואה, איחור של מעל 30 יום באחד מארבעת התשלומים החצי-שנתיים נחשב כ"אירוע הפרה" (Event of Default). במקרה כזה, מלוא יתרת ההלוואה הופכת לבת-פירעון באופן מיידי ללא צורך בדרישה נוספת.

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[3] כך, בין היתר, בתכתובת דוא"ל הנאמנים מיום 23.11.2025 (מצורפת במלואה):

"As you are probably aware, investor fraud is treated with the utmost seriousness by U.S. courts and may result in significant penalties. In this case, you and your brother Kamel, have misappropriated a sum of Euro 1.2 million (principal only, not including accrued interest) from investors and lenders of Parnasa. In the Trustees' view, you and your brother Kamel are personally liable to repay the misappropriated funds….

…

The Trustees consider you and your brother Kamel as personally liable to all the fraudulent and deceptive representations and actions intended to defraud Parnasa's investors and lenders, and to the restitution of the misappropriated funds…"

25.2 **בכירות החוב:** חוב פרנסה הוא "בכיר וראשון במעלה" (Senior and first in right of payment) לכל חוב אחר של החברה (סע' 1.6).

25.3 **זכות וטו (Protective Provisions):** כל עוד ההלוואה לא נפרעה במלואה, החברה אינה רשאית לבצע שינויים מהותיים, להתמזג, למכור נכסים משמעותיים או ליצור חוב חדש מעל 100,000 דולר ללא אישור בכתב (סע' 5.2).

25.4 **הוצאות משפטיות:** החברה התחייבה לשאת בכל ההוצאות, כולל שכר טרחת עורכי דין והוצאות משפט, שייגרמו לכם לצורך אכיפת ההסכם וגביית החוב (סע' 7.8).

26. אין מחלוקת כי המניות לא נרשמו על שם פרנסה על פי הסכם רכישת המניות, קמה לפרנסה הזכות, בין היתר, לסעדים הבאים:

26.1 **אכיפה:** על פי סעיף 2.2(III) בשני הסכמי ה-SPA, על החברה היה להנפיק לפרנסה את המניות תוך 3 ימי עסקים ממועד הסגירה (דצמבר 2021). בהפרת החברה, הרי מתבקש אכיפת ההסכם וחיוב החברה **להקצות** את המניות לאלתר.

26.2 כמו כן, ומטעמי זהירות, יש לחייב את **VSIBV** בגין כל נזק שנגרם ו/או ייגרם פועל יוצא של הפרת הקצאת המניות, וכן לקבוע כי ההקצאה לפרנסה לא תיפגע בזכוית פרנסה והיא תעמוד במצב שישקף 10% בחברה, או פיצוי שיעמיד את פרנסה במצב בו המניות הוקצו בזמן.

27. בהסכמים נקבעה **תניית שיפוט לבתי המשפט בתל אביב** – סע' 7.3 להסכם ההלוואה וסע' 4.7 להסכם רכישת המניות.

28. בהסכמים נקבע כי הודעות בעניינם ניתן לשלוח גם **באמצעות דוא"ל אלקטרוני** – ר' סע' 7.6 להסכם ההלוואה, וסע' 4.1 (i) להסכם רכישת המניות.

29. בנסיבות אלה, ובאין מחלוקת של ממש בנוגע לאי קיום ההסכמים, והפרתם על ידי המשיבים, מוגשת בקשה זו במסגרת תיק זה, לשם קבלת הוראות וסעדים מתאימים כנגד המשיבים.

ד. הדין הרלוונטי וסמכות בית המשפט של חדלות פירעון

30. המשיבים עצמם טענו בתכתובות הנ"ל כי כל פעולה בעניינם מחייבת אישור בית המשפט של חדלות פירעון (אישור שאכן כבר ניתן כנזכר עיל) (ר' למשל תכתובת מיום 21.10.2025 הנ"ל), וכאשר המחלוקת נוגעת לנכסי קופת הפירוק ולזכויות חוזיות של החברה שבפירוק.

31. בהתאם להוראות החוק, נקבעו הוראות בעניין בקשה למתן הוראות (סע' 45), כדלהלן:

> **"45. (א) הנאמן רשאי לפנות לבית המשפט בבקשה למתן הוראות בכל עניין הנוגע למילוי תפקידו או להפעלת סמכויותיו לפי חוק זה.**
> **(ב) היה בבקשה למתן הוראות כדי להשפיע על זכויות צד שלישי שאינו התאגיד או הנאמן והיא אינה בעניין תביעת חוב המוגשת לפי פרק א': תביעות חוב, לחלק ד', תידון הבקשה בבית המשפט אם מצא בית המשפט כי התקיימו כל אלה:**
> **(1) בירור העניין במסגרת בקשה למתן הוראות נדרש לשם ביצוע יעיל של תפקיד הנאמן;**
> **(2) העניין אינו מחייב בירור עובדתי מורכב;**
> **(3) אין בבירור העניין במסגרת בקשה למתן הוראות כדי לגרום לפגיעה מהותית בזכות דיונית של בעל דין.**
> **(ג) בבקשה למתן הוראות לא יכריע בית המשפט בהליך פלילי או בהליך מינהלי."**

32. הפסיקה הכירה בסמכות בית המשפט להכריע במחלוקת בין בעל תפקיד לצד שלישי במסגרת הליך של בקשה

למתן הוראות ובשיקול הדעת הרחב לערכעה הדיונית, בהיותו בעל המומחיות בתחום (ר' ע"א 3284/19 **שיף הזנפרץ נאמנים (2004) בע"מ נ' בר**, מיום 31.1.2021 ; ע"א 2610/23 **מאי אזוגי נ' עוה"ד עופר שפירא ועוה"ד רז מנגל בתפקידם כמנהלים מיוחדים של החברה אמ. איי. אס. ווי נכסים והשקעות בע"מ (בפירוק)** (3.7.2023), וכיוצ"ב)

33. בנוסף, כידוע, לבית המשפט הנכבד "סמכות כללית" רחבה, "**להחליט בכל שאלה שבמשפט או שבעובדה, המתעוררת בעניין הליכי חדלות פירעון שלפניו או אם מצא כי הכרעה בה נדרשת לשם ייעול ההליכים כאמור**...", כאמור בהוראות סע' 279 לחוק, וקיים בפניו "ארגז כלים" רחב "במקום שהצדק דורש את מעורבותו" (ע"א 3069/17 **משרד החינוך נ' עמותת גני חב"ד צפת (בפירוק)**, ניתן ביום 29.10.2017).

34. בהתאם לסעיפי החוק מוקנית לבית המשפט סמכות ליתן הוראות, צווים וסעדים לשם שמירה על נכסי הקופה, ובאשר מדובר בהפרות חוזיות ברורות המצדיקות מתן הוראות וסעדים במסגרת תיק חדלות הפירעון.

35. בענייננו, עסקינן בחייב של החברה, כאשר הכרעה בעניינים שבמחלוקת הינה מהותית לצורך קידומו של הליך חדלות הפירעון, והדבר עומד בהוראות החוק.

36. כך גם, בסעיף 47 לחוק, נקבע לעניין "**דרישת נכסים ומסמכים של התאגיד**", ושתתברר גם היא בדרך של בקשה למתן הוראות כאמור לעיל.

<u>**סוף דבר**</u>

37. בנסיבות אלה, ועל מנת לאפשר ביד הנאמנים לפעול כמחויב מתפקידם למימוש נכסי קופת הנשייה באופן יעיל ומיטבי, מתבקש בית המשפט הנכבד ובהתאם לסמכותו להיעתר לסעדים במפורט ברישא.

מן הדין ומן הצדק להיעתר לבקשה.

אילן שביט-שטריקס, עו"ד	חן ברדיצ'ב, רו"ח	חן סדבון, עו"ד
נאמנים לחברות		חיים צדוק ושות', עורכי דין
		ב"כ הנאמנים

תוכן הנספחים

נספח 1

העתק הסכם הלוואה
מיום 19.12.2021

עמודים 11 עד 28

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "**Agreement**") is made as of the 19th day of December 2021 (the "**Effective Date**") by and between Vital Seeds I B.V. a Netherlands corporation with principal place of business at Bergschenhoek, Netherlands (the "**Company**") and Parnasa Management Basad Ltd.an Israeli corporation with with principal place of business at 1 Hamarpe St., Jerusalem (the "**Lender**").

WHEREAS, the Company and Corinth Investment AG a Swiss corporation ("**Corinth**") have entered into a joint venture agreement (the "**JV Agreement**") for purposes of production of clean potato mini-tuber seeds for the Dutch market based on the technology known as "Potatoes out of Ground" (the "**PoG Technology**") developed by the parent company of the Company (the "**JV**");

WHEREAS, in connection with the JV, Corinth and the Company contemplate the formation of a new Dutch legal entity, to be owned 70% by the Company and 30% by Corinth (the "**Project Company**", or the "**PC**");

WHEREAS, pursuant to the JV Agreement, Corinth shall invest an approximate amount of €16,000,000 in the PC for purposes of the JV, subject to the provision of €1,400,000 as capital contributon by the Company to the PC to be held in escrow by a third party for purposes of the JV (the "**Escrow Funds**" or the "**Capital Contribution**");

WHEREAS, in furtherance of the foregoing, the parties have agreed that the Lender shall lend the Company an amount of €1,584,000 (the "**Principal Loan Amount**") to be used by the Company as the Capital Contribuion in favor of the PC and the JV and working capital as set forth in the Budget included in the Business Plan Documents (defined below);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, and intending to be legally bound, the Lender and the Company agree as follows:

1. **LOAN**

1.1. **The Loan**. Closing of the transaction contemplated under this Agreement shall take place within 3 business days as of the Effective Date remotely, via the exchange of documents and signatures or by such other means or at such other date or place as may be agreed by the Lender and the Company (the date on which the Closing actually occurs, shall hereinafter be referred to as the "**Closing Date**").

1.2. **Use of Loan**. The Principal Loan Amount shall serve as the Capital Contribution and shall be used by the Company in accordance with the Budget.

1.3. **Interest**. The Principal Loan Amount shall bear interest at an annual rate of 1% compounded annually from the date of advance of the Principal Loan Amount to the Company and until the repayment thereof, plus VAT on the interest, if applicable (the Principal Amount and all accrued and unpaid interest thereon, the "**Loan Amount**").

1.4. **Repayment; Maturity Date.** The Loan Amount shall be repaid by the Maturity Date, in four semi-annual equal payments of € 400,000 each, the first payment to be made on the first business day occuring 6 month following the effective date, and the following three additional payments on the first business day occuring 12,

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18 and 24 month following the effective date; provided, however that any amount due and not paid, shall be due and payable on the second anniversary of this Agreement (the "**Maturity Date**").

1.5. **(Intentionally Omitted)**

1.6. **Seniority.** The Loan Amount shall be senior and first in right of payment to any current or future indebtedness for borrowed money of the Company. The Company shall not take on debt senior to the Loan hereunder without the prior written consent of the Lender (which will not be unreasonably withheld or delayed provided that a refusal of the Lender to consent to any senior debt incurred by the Company on the grounds that such debt diminishes the Company's ability to pay the Loan Amount - shall be considered reasonable).

1.7. **Closing.** At the Closing, the following transactions shall take place, all of which shall be deemed to have occurred simultaneously and no transaction shall be deemed to have been completed or any documents delivered until all such transactions have been completed and all required documents delivered:

1.7.1. The Company shall deliver to the Lender true and correct copy of the minutes of a meeting of of the sharholders of the Company in the form attached hereto as **Exhibit A** approving this Agreement and the transactions contemplated hereby.

1.7.2. The Company shall deliver to the Lender true and correct copy of the duly executed resolutions of the Company's board of directors (the "**Board**") approving this Agreement and the transactions contemplated hereby in the form attached hereto as **Exhibit B.**

1.7.3. The Company shall deliver to the Lender a guaranty by Mr. Ilan Cohn, substantially in the form attached hereto as **Exhibit C.**

2. **DEFAULT.** Notwithstanding any provision herein to the contrary, the outstanding Loan Amount shall be due and payable at any time without any demand, immediately upon the occurrence of each of the following ("**Events of Default**"): (i) a breach of the License Agreement (as defined below) by either of the parties thereto (ii) a transfer of the Escrow Funds (or any portion thereof) from the Company to any third party for a purpose other than the Escrow (iii) the commencement by the Company or the PC of bankruptcy, liquidation or dissolution proceedings, (iv) the execution by the Company or by the PC of a general assignment for the benefit of creditors, (v) the filing by, or against, the Company or the PC of a petition in bankruptcy or a petition for relief under the provisions of any applicable bankruptcy law for the relief of debtors, which petition was not terminated, lifted or stayed within 30 days thereafter, (vi) the appointment of a receiver, trustee or liquidator to take possession of all or substantially all of the assets of the Company or the PC, which appointment was not terminated, lifted or stayed within 60 days, (vii) the Company or the PC commits any material default under any instrument of indebtedness with an aggregate value of greater than $10,000 which is neither reasonably contested nor cured within 30 days of receipt of written notice by the Company (for the removal of any doubt, a delay in payment of any of the four semi-annual payments referrenced in Section 4.1 exceeding 30

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days, should be considered as a material default and be subject to the provisions of this Section 2(vii)), (viii) any lien or attachment is imposed over all or substantially all of the assets of the Company or the PC or over any material asset of the Company or the PC or any execution proceedings are carried out with respect to any such assets, (ix) either the Company or the PC ceases or threatens to cease wholly or substantially to carry on its business; or (x) the material breach of a representation, warranty or covenant of the Company contained in this Agreement.

The Company shall notify the Lender within 5 business days of the existence of any of the circumstances listed in this Section 2..

Upon the occurrence of an Event of Default whether independently discovered or becoming known to the Lendre or notified to the Lender by the Company, the Lender shall be entitled to initiate and carry out any and all legal activity required in order to enforce the provisions of this Agreement and collect the full payment of the Loan Amount.

3. **REPRESENTATIONS AND WARRANTIES OF THE COMPANY**. The Company hereby represents and warrants to the Lender that the following representations and warranties are true and correct as of date hereof:

3.1. Organization. The Company is duly organized and validly existing under the laws of the Netherlands, and has full corporate power and authority to own, lease and operate its properties and assets and to conduct its business. The Company has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions and perform its obligations contemplated hereby and thereby. The Company has all franchises, permits, licenses, and any similar authority necessary or required under any law, regulation, rule or ordinance, for the conduct of its business as now being conducted and as proposed to be conducted, and the Company is not in default under any of the same. No proceeding or resolution for bankruptcy, dissolution, liquidation, winding-up, appointment of a receiver and/or similar proceeding has been instituted or taken by the Company, and to the best of the Company's knowledge, no such proceeding has been instituted or threatened against the Company. **Schedules 3.1** contains copies of the Company's governing documents.

3.2. Authorization; Approvals. All corporate action on the part of the Company, its shareholders and directors necessary for the authorization, execution, delivery, and performance of all of the Company's obligations under this Agreement has been taken. The Agreement, when executed and delivered by or on behalf of the Company, shall be duly and validly authorized, executed and delivered, and assuming the due authorization, execution and delivery by the other parties thereto, shall constitute the valid and legally binding obligations of the Company, legally enforceable against it in accordance with its respective terms. No consent, approval, order, license, permit, action by, or authorisation of or designation, declaration, or filing with any governmental authority on the part of the Company is required that has not been obtained by the Company prior to the date hereof in connection with the valid execution, delivery and performance of the Agreement.

3.3. Share Capital.

3.3.1. **Schedule 3.3** attached hereto is a complete and correct capitalization table of

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the Company (the "**Capitalization Table**"), setting forth the number and class of shares held by each shareholder of the Company, and the total number of reserved and granted options, warrants, and all other rights to subscribe for, purchase or acquire from the Company any share capital of the Company, all as of immediately prior to and immediately following the Closing. The persons identified in the Capitalization Table are the sole shareholders of the Company the lawful owners, beneficially and of record, of all of the issued and outstanding share capital of the Company. All rights to the share capital of the Company are free and clear of all liens, claims, charges, encumbrances, restrictions, options to purchase, proxies, voting trust and other voting agreements, calls or commitments of every kind, and no person owns any other shares, options or other rights to subscribe for, purchase or acquire any share capital of the Company from the Company or from any other person.

3.3.2. The share capital of the PC shall be as set forth in the preamble to this Agreement (i.e. – 70% to be held by the Company and 30% by Corinth, on a fully diluted basis as of the date of the formation of the PC). The Company shall provide the Lender, immediately upon formation of the PC, with copies of the incrorpoation documents of the PC, including a formal transcript setting forth the holdings of the shareholders in the PC.

3.4. Parent Company; Subsidiaries. Vital Seeds, Inc. an Illionis corporation (the "**Parent**") is a controlling shareholder of the Company, holding 90% of its share capital of which 1% Parent has pleged to Mr. Willem de Jong (a Dutch citizen). **Schedule 3.4** contains a copy of the Parent's updated articles of incorporation.

3.5. Directors, Officers. The directors and officers of the Company are the persons specified in **Schedule 3.5** attached hereto.

3.6. Liabilities. The Company has no liabilities, debts or obligations other than the liabilities set forth in **Schedule 3.6** attached hereto. The Company is not a guarantor of any debt or obligation of another, nor has the Company given any indemnification, loan, security or otherwise agreed to become liable for any obligation of any person, and no person has given any guarantee of, or security for, any obligation of the Company.

3.7. Compliance with Other Instruments. Neither the Company nor the Parent is in default: (i) under the respectvie companys' articles of association (the "**Articles**"); (ii) under any note, indenture, mortgage, lease, agreement, contract, purchase order or other instrument, document or agreement to which the Company or the Parent, is a party or by which the Company or Parent, or any of their assets, are bound or affected; or (iii) with respect to any law, statute, ordinance, regulation, order, writ, injunction, decree or judgment of any court or any governmental department, commission, board, agency or instrumentality, domestic or foreign. To the knowledge of the Company, no third party is in default under any agreement, contract or other instrument, document or agreement to which the Company is a party or by which it or any of its assets are affected.

3.8. No Breach. Neither the execution and delivery of this Agreement, nor compliance by the Company with the terms and provisions thereof, will conflict with, or result in a breach or violation of, any of the terms, conditions and

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provisions of: (i) the Articles; (ii) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign; (iii) any agreement, contract, lease, license or commitment to which the Company or the Parent is a party or to which any of them is subject; or (iv) applicable law or regulation. Such execution, delivery and compliance will not give to others any rights, including rights of termination, cancellation or acceleration, in or with respect to any agreement, contract or commitment referred to in this paragraph, or to any of the properties of the Company.

3.9. Intellectual Property.

3.9.1. **Schedule 3.9.1** contains a complete and accurate list of all Registered IP licensed to Parent (including the jurisdiction in which each such item of Intellectual Property has been registered or filed and the applicable registration, application or serial number or similar identifier), including, without limitation, the PoG Technology (hereinafter: "**VS IP**"). The VS IP is owned by Vital Farms B.V. (a Dutch company), which is an affiliate of the Parent and is exclusively licensed to the Parent

3.9.2. Each item of the VS IP is valid, subsisting, and in full force and effect (except with respect to applications).

3.9.3. The Company, after the Closing Date, will be a licensee pursuant to the following section 3.9.4.

3.9.4. The Parent will provide (and undertakes to do so) the PC with a non-exclusive license to use the PoG Technology and the VS IP as presented to the Lender for purposes of the JV. [A copy of the license agreement form as will be executed after formation of the Project Co. is attached hereto as **Schedule 3.9.4** (the "**License Agreement**").

3.9.5. No VS IP including, without limitation the Intellectual Property related to the PoG Technology, or any part thereof, is subject to any claim of a third party or security interest, including such claim that restricts or may in any manner restrict the use by the Company or may affect the validity, use or enforceability of such IP.

3.9.6. To the best of knowledge of the Company , the VS IP comprises all the Intellectual Property used or necessary to conduct the business of the Company as currently conducted and as contemplated to be conducted by the Company in connection with the JV and the Company will not require any right or license under the Intellectual Property Rights of a third party that is not owned by, or properly licensed to, the Company as of the date hereof.

3.9.7. No Person other than Vital Farms B.V. owns, or claims to own, Intellectual Property right in the VS IP.

3.9.8. To the best of the Company's knowledge and that of its directors and officers, the operation of the business of the Company and Parent including the design, development, use, import, branding, advertising,

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promotion, marketing, manufacture, provision, delivery, licensing and sale of any assets or products of the Parent or the Company and, has not infringed or misappropriated and does not infringe or misappropriate and the Company knows of no reason why it would be claimed to infringe or misappropriate any Intellectual Property rights of any Person, violate any material right of any Person (including any right to privacy or publicity), or constitute unfair competition or trade practices under the laws of any jurisdiction.

3.9.9. The Company has not received written notice from any Person claiming that any VS IP infringes or misappropriates any Intellectual Property Rights of any Person or constitutes unfair competition or trade practices under the laws of any jurisdiction (nor does the Company have knowledge of any basis therefor).

3.9.10. To the knowledge of the Company, no Person has infringed or misappropriated, or is infringing or misappropriating, any VS IP .

3.9.11. The Company has taken reasonable measures to protect its Confidential Information and Trade Secret Rights and the Confidential Information and trade secret rights of any third party provided to the Company. To the knowledge of the Company, there has been no unauthorized disclosure or use of any of the Company's or third party's Confidential Information and trade secret rights.

3.9.12. The Company and the Parent have taken reasonable measures to maintain and back-up records, data and information regarding the Company's formulations, processes, manufacturing, formulas, ideas, know-how, methods or techniques and any other information required in the ordinary course of business and for the operation of the business of the Parent and the Company and such records, data and information are adequately documented and recorded.

3.9.13. The Company and the Parent are in compliance with all applicable laws regarding the collection, use and protection of personal information, including in connection with the collection of such information from the Company's and the Parent's contractors, suppliers, vendors and clients, and with the privacy policy, and to the Company's knowledge no unauthorized Person has gained unauthorized access to or made any unauthorized use of any such Personal Information maintained by the Company and the Parent.

For purposes herein, the following terms shall have the following meanings:

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"**Confidential Information**" means confidential, proprietary or commercially sensitive information relating to the Parent or the Company, or their respective employees, board members, customers, vendors, or other business partners and their businesses, operations, or affairs, including, without limitation, information relating to products, formulations, protocols, processes, designs, formulae, ideas, know-how, test methods, evaluation techniques, patents, trade secrets, scientific or technical data, regardless of the form in which it is maintained or provided, orally or in writing, whether prepared by the Company or the Parent, their respective employees, board members, customers, vendors, or other business partners or by a third party together with all analyses, compilations, notes and other documents.

"**Intellectual Property**" means all forms of intellectual property, including any or all of the following: (i) published and unpublished works of authorship (whether or not registered or registrable), including without limitation audiovisual works, collective works, software and computer programs (whether in source code, object code, or executable form), documentation, compilations, databases, derivative works, literary works and sound recordings; (ii) integrated circuits and mask works; (iii) inventions (whether or not patentable), discoveries, improvements, business methods, compositions of matter, machines, methods, and processes and new uses for any of the preceding items; (iv) registered and unregistered design rights; (v) Confidential Information, including information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, which may include, without limitation, algorithms, ideas, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques; (vi) databases, data compilations and collections and technical data; (vii) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, trade names, trade dress, trademarks and service marks; and (viii) domain names, web addresses and sites and including, for the avoidance of doubt, any Company Registered Intellectual Property.

"**SV IP**" means all Intellectual Property owned by or licensed to the Parent.

"**Person**" means any natural person, general or limited partnership, corporation, limited liability company, firm, association or other legal entity.

"**Registered IP**" means Intellectual Property Rights that have been registered or otherwise perfected or recorded with or by any governmental authority or other public or quasi-public legal authority.

"**Company/Parent Registered IP**" means Registered IP of the Company and/or the Parent.

3.10. Taxes. The Company and Parent have accurately prepared and timely filed all tax returns and reports required (if required) by them under applicable law. All tax returns and reports of the Parent and the Company, if any, are true and correct in all material respects and the Parent and the Company have paid on time all taxes and other assessments due, if any. Neither the Company nor Parent has ever been audited by and no issues have been raised or adjustments made or proposed by any tax authority, domestic or foreign, in

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connection with any such taxes or tax returns and the Company has no knowledge, after due inquiry, of any proposed liability for any tax (whether income tax, capital gains tax, or otherwise) to be imposed on the Company or the Parent. The Company and Parent have withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, independent contractor, stockholder, member or other third party. To the Company's knowledge, there is no tax lien (other than for current taxes not yet due and payable under applicable law), imposed by any taxing authority, outstanding against the assets, properties or business of the Company or the Parent.

3.11. <u>Contracts.</u> **<u>Schedule 3.11</u>** attached hereto contains a true and complete list of all Material Contracts and Agreements (oral or written) to which the Company is a party or by which its property is bound. Each such Material Contract and Agreement is valid, is in full force and effect, and binding upon the Company, and neither the Company nor, to the knowledge of the Company, any other party thereto is in breach thereof. True and correct copies of all such Material Contracts and Agreements have been delivered to the Lender. For the purpose of this Agreement the term "Material Contracts and Agreements" shall mean any contract and/or agreement with an aggregate value exceeding USD 100,000.

3.12. <u>Litigation.</u> No action, proceeding or governmental inquiry or investigation is pending or, to the knowledge of the Company, is threatened against, or in connection with, the JV, the Company, the Parent or any of their respective shareholders, officers, directors or employees (in their capacity as such), or against the founders of Parent (in their capacity as such), or against any of the Company's properties, or with regard to the Company's business, before any court, arbitration board or tribunal or administrative or other governmental agency, nor, to the knowledge of the Company, there is any basis for the foregoing. There is no action, suit, proceeding or investigation by the Company, the Parent or the founder of Parent currently pending or that any of the Company, the Parent or the founders of the Parent intends to initiate.

3.13. <u>Interested Party Transactions.</u> (i) No officer, director or shareholder of the Company, or any affiliate of any such person or entity or the Company, has or has had, either directly or indirectly: (x) an interest in any person or entity which (a) furnishes or sells services or products which are furnished or sold or are proposed to be furnished or sold by the Company, or (b) purchases from or sells or furnishes to the Company any goods or services, or (y) a beneficial interest in any contract or agreement to which the Company is a party or by which it may be bound or affected; (ii) there are no existing arrangements or currently proposed transactions between the Company and any officer, director, or shareholder of the Company, or any affiliate or associate of any such person; and (iii) no employee, shareholder, officer, or director of the Company is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them.

3.14. <u>Employees and Service Providers.</u> The Company has complied with all applicable employment laws, policies, procedures and agreements relating to employment, terms and conditions of employment and to the proper withholding and remission to the proper tax and other authorities of all sums required to be withheld from employees or persons deemed to be employees under applicable laws respecting such withholding. The Company has paid in full to all of its employees and consultants all

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wages, salaries, commissions, bonuses, benefits and other compensation due and payable to them on or prior to the date hereof and there is no dispute pending between the Company or any one of the foregoing. The Company is not bound by, or subject to (and none of its assets or properties is bound by or subject to), any written or oral, express or implied, contract, commitment or arrangement with any labor union. To the knowledge of the Company, neither the employment by the Company of any of its employees, nor the engagement by it with any of its respective consultants, constitutes is likely to constitute a breach of any of such persons' obligations to third parties, including non-competition or confidentiality obligations.

3.15. Business Plan. The Company's current business plan/executive summary including a budget (the "**Budget**"), both of which are attached hereto as **Schedule 3.153.15** (collectively, the "**Business Plan Documents**"), have been prepared in good faith and with reasonable professional care by the Company. The financial projections set out in the Business Plan Documents have been prepared with due diligence, care and consideration, and there are no other material facts or matters of which the Company is aware which may render the Business Plan Documents untrue or misleading in any material way.

3.16. Full Disclosure. The Company has disclosed to the Lender any material information required for deciding whether to extend the Loan. Neither this Agreement (including the Schedules hereto) nor any certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading, in view of the circumstances in which they were made. There is no material fact or information known to the Company or the Parent relating to the business, prospects, condition (financial or otherwise), affairs, operations, or assets of the Company that has not been disclosed to the Lender in writing.

4. **REPRESENTATIONS AND WARRANTIES OF THE LENDER**. The Lender hereby represents and warrants to the Company as of date hereof and as of the Closing that:

4.1. It is duly organized and validly existing under the laws of the State of Israel; it has full corporate power and authority to execute this Agreement and to perform its obligations hereunder.

4.2. All corporate action on its part necessary for the authorization, execution, delivery and performance by it of this Agreement has been taken.

4.3. This Agreement, when executed and delivered by the Lender will constitute the valid, binding and enforceable obligation of the Lender, and shall be legally enforceable against it in accordance with its respective terms subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

4.4. The consummation of the transactions contemplated hereunder and the performance of this Agreement by it do not violate the provisions of its corporate documents, any applicable law, and will not result in any breach of, or constitute a material default under, any material agreement or instrument to which it is a party or under which he is bound.

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5. **COMPANY'S UNDERTAKINGS.**

5.1. **Information Rights**. For so long as the Loan Amount or any part thereof remains outstanding, the Lender shall be entitled to the following information rights: (a) as soon as practicable, but in any event within 60 days after the end of each fiscal year of the Company, such year-end financial reports, which shall include an income statement for such fiscal year, a balance sheet of the Company and statement of shareholder's equity as of the end of such year, and a statement of cash flows for such year; (b) such other information as reasonably requested by the Lender; and (c) as soon as practicable, but in any event within 120 days after the end of each fiscal year of the Company, such year-end financial reports, which shall include an income statement for such fiscal year, a balance sheet of the Company and statement of shareholder's equity as of the end of such year, and a statement of cash flows for such year audited by an independent auditor.

5.2. Protective Provisions. Until the full repayment of the Loan Amount, the Company shall not, whether by action or through resolution of the Company's shareholders or directors, take any of the following actions without obtaining first the written approval of the Lender, such approval not be unreasonable withheld: (i) liquidate, dissolve or wind-up the affairs of the Company, or effect any merger or consolidation with another entity, including also by disposition of substantial assets of the Company (ii) pay any dividend to its shareholders; (iii) create or authorize the creation of any debt in excess of US$100,000 (one hundred thousand USD) in the aggregate (iv) amend the Company's Budget to reflect a deviation of more than 15% from the overall approved Budget included in the Business Plan Documents; (v) enter into any 'interested party transaction', where such transaction involves a director, officer, shareholder, or key employee of the Company or any affiliate thereof; (vi) acquire control or substantially all the assets or property of another entity; or (vii) effect any material change in the Company's business.

6. **TAXES.**

6.1. Any taxes, levies, charges and other duties or other amounts, that are levied or due in connection with the repayment of the Loan Amount by the Company, shall be borne by the Lender (except for the VAT, to the extent applicable, on accrued interest which will be paid by the Company pursuant to Section 1.3 above). In the event that pursuant to any law or regulation, tax is required to be withheld at source from any repayment made to the Lender, the Company shall withhold said tax at the rate set forth in the certification issued by applicable tax authority at the rate determined by said law or regulation, unless such Lender has presented the Company with a valid tax withholding exemption certificate issued by the applicable tax authority.

7. **MISCELLANEOUS.**

7.1. Each of the parties hereto shall perform such further acts and execute such further documents as may reasonably be necessary to carry out and give full effect to the provisions of this Agreement and the intentions of the parties as reflected thereby.

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7.2. Each party shall bear its own expenses incurred with respect to this Agreement.

7.3. Governing Law and Jurisdiction. Any dispute arising in connection with this Agreement shall be resolved by an arbitrator, the identity of which shall be mutually agreed upon within 14 days following emergence of such dispute. If the parties have not agreed on the identity of the arbitrator within such 14 days, then such dispute shall be resolved exclusively in the competent court located in Tel Aviv-Jaffa, Israel and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court. Each of the parties hereto (i) consents to submit itself to the exclusive jurisdiction of the abovementioned courts in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (ii) agrees that it shall not attempt to deny or defeat such jurisdiction by motion or other request for leave from the abovementioned court, (iii) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the abovementioned court.

7.4. Except as otherwise expressly limited herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto. None of the rights, privileges, or obligations set forth in, arising under, or created by this Agreement may be assigned or transferred by the Company without the consent of the Lender. The Lender shall be entitled to assign this Agreement to any of its affiliates controlled by the Lender without the prior written consent of the Company.

7.5. This Agreement constitutes the full and entire understanding and agreement between the parties with regard to the subject matters hereof and thereof. The preamble hereto and the exhibits hereof constitute integral parts hereof. Any term of this Agreement may be amended or terminated and the observance of any term hereof may be waived (either prospectively or retroactively and either generally or in a particular instance) with the written consent of the Company and the Lender.

7.6. All notices and other communications required or permitted hereunder to be given to a party to this Agreement shall be in writing and shall be mailed by registered or certified mail, postage prepaid, electronic mail or otherwise delivered by hand or by messenger. Any notice sent in accordance with this Section shall be effective (i) if mailed, seven (7) days after mailing, (ii) if sent by messenger, upon delivery, and (iii) if sent via electronic mail, on the first business day following such transmission.

7.7. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; *provided, however*, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.

7.8. In the event of any default hereunder, the Company shall pay all expenses, including reasonable attorneys' fees and court costs incurred by the other party in

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enforcing and collecting this Agreement and the Loan Amount, subject only to limitation under applicable law, if any.

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IN WITNESS WHEREOF, the parties have signed this Agreement in one or more counterparts as of the date first hereinabove set forth.

THE COMPANY:

VITAL SEEDS I B.V.

By: _Talal Daas ___________
Title: __Managing Director__
Date : ______ December 19, 2021

THE LENDER:

PARNASA MANAGEMENT BASAD LTD
By: Baruch Eliezer Gross
Title: CEO
Date : ______________

פרנסת ניהול בסד בע"מ
ח.פ. 515123339

[Signature page to Vital Seeds Loan Agreement]

Exhibit A

Shareholders Resolution

Vital Seeds I B.V.

Tel: Fax:

PURSUANT TO THE ARTICLES OF ASSOCIATION, THE UNDERSIGNED, BEING THE ENTIRE SHAREHOLDERS OF VITAL SEEDS I B.V. (the "**COMPANY**") HEREBY ADOPT THE FOLLOWING RESOLUTIONS ON THIS DATE December 19, 2021.

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1. RECITALS AND PROPOSALS

1.1 It is **NOTED** that the Company and Corinth Investment AG a Netherlands corporation have entered into a joint venture agreement (the "**JV Agreement**") for purposes of production of clean potato mini-tuber seeds for the Dutch market based on the technology known as "Potatoes out of Ground" (the "**PoG Technology**") developed by the parent company of the Company (the "**JV**").

1.2 It is **NOTED** that in accordance with to the JV Agreement and subject to the provision of €1,400,000 as capital contributon to be held in escrow by a third party for purposes of the JV (the "**Capital Contribution**"), Corinth shall invest an approximate amount of €16,000,000 in the JV.

1.3 It is **NOTED** that in furtherance of the foregoing, the shareholders were presented with the Loan Agreement, substantially in the form attached hereto as Exhibit A (the "**Loan Agreement**") to be entered into by and among the Company and Parnasa Management Basad Ltd. an Israeli corporation with its principal place of business at ________ (the "**Lender**").

1.4 It is **NOTED** that the Lender shall lend the Company an amount of €1,600,000 (the "**Loan Amount**") to be used by the Company as the Capital Contribution and working capital as set forth in the Budget included in the Business Plan Documents substantially in the form attached to this Resolution.

We, the undersigned, being the shareholders of the Company, HEREBY PASS the following resolutions and agree that the said resolutions shall for all purposes be as valid and effective as if same had been passed by all the shareholders at a shareholders' meeting of the Company duly convened and held:

2. LOAN AGREEMENT

THAT the Loan Agreement presented to the shareholders between the Company and the Lender and all terms and conditions included therein be and is hereby approved and **THAT** the Company shall be authorized to enter into the Loan Agreement substantially in the form presented to the shareholders.

3. AUTHORITY

It is **FURTHER RESOLVED** that any one of the Company's directors, and/or the Company's Secretary, be authorized, empowered and directed to perform such actions and execute such documents and instruments – in the name of the Company and on its behalf – as is necessary, appropriate or advisable to carry out the intent and purpose of the foregoing resolution, including, without derogating from the generality of the aforesaid, making all the necessary filings and submitting all necessary notices to the applicable authorities.

This resolution may be executed in multiple counterparts, which taken together shall constitute the same instrument.

READ AND APPROVED BY ALL THE SHAREHOLDERS

Vital Seeds, Inc.

Talal Deas

Northbright Technologies, Inc.

Exhibit B

Company Board Resolution

Vital Seeds I B.V.

Tel: Fax:

PURSUANT TO THE ARTICLES OF ASSOCIATION, THE UNDERSIGNED, BEING THE ENTIRE MEMBERS OF THE BOARD OF DIRECTORS OF VITAL SEEDS I B.V. (the "**COMPANY**") HEREBY ADOPT THE FOLLOWING RESOLUTIONS ON THIS DATE December 19, 2021.

---

1. RECITALS AND PROPOSALS

1.1 It is **NOTED** that the Company and Corinth Investment AG [a Netherlands corporation] have entered into a joint venture agreement (the "**JV Agreement**") for purposes of production of clean potato mini-tuber seeds for the Dutch market based on the technology known as "Potatoes out of Ground" (the "**PoG Technology**") developed by the parent company of the Company (the "**JV**").

1.2 It is **NOTED** that in accordance with to the JV Agreement and subject to the provision of €1,400,000 as capital contributon to be held in escrow by a third party for purposes of the JV (the "**Capital Contribution**"), Corinth shall invest an approximate amount of €16,000,000 in the JV.

1.3 It is **NOTED** that in furtherance of the foregoing, the Board was presented with the Loan Agreement, substantially in the form attached hereto as Exhibit A (the "**Loan Agreement**") to be entered into by and among the Company and Parnasa Management Basad Ltd. an Israeli corporation with its principal place of business at ________ (the "**Lender**").

1.4 It is **NOTED** that the Lender shall lend the Company an amount of €1,600,000 (the "**Loan Amount**") to be used by the Company as the Capital Contribution and working capital as set forth in the Budget included in the Business Plan Documents substantially in the form attached to this Resolution.

We, the undersigned, being the directors of the Company, HEREBY PASS the following resolutions and agree that the said resolutions shall for all purposes be as valid and effective as if same had been passed by all the directors at a board meeting of the Company duly convened and held:

2. LOAN AGREEMENT

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THAT the Loan Agreement presented to the directors between the Company and the Lender and all terms and conditions included therein be and is hereby approved and **THAT** the Company shall be authorized to enter into the Loan Agreement substantially in the form presented to the directors.

3. AUTHORITY

It is **FURTHER RESOLVED** that any one of the Company's directors, and/or the Company's Secretary, be authorized, empowered and directed to perform such actions and execute such documents and instruments – in the name of the Company and on its behalf – as is necessary, appropriate or advisable to carry out the intent and purpose of the foregoing resolution, including, without derogating from the generality of the aforesaid, making all the necessary filings and submitting all necessary notices to the applicable authorities, including, inter alia, the Registrar of Companies.

This resolution may be executed in multiple counterparts, which taken together shall constitute the same instrument.

READ AND APPROVED BY ALL THE DIRECTORS

Talal Daas __________ Martin Leiter ___ __________________

Talal Daas

<u>כתב ערבות</u>

אני הח"מ, מר אילן כהן, בעל ת.ז. מספר 053395992 , ערב בזאת כלפי פרנסה ניהול בסד בע"מ (להלן: **"המלווה"**) על פי הסכם ההלוואה אשר נחתם במקביל לחתימת כתב ערבות זה בין המלווה ובין חברת Vital Seeds I B.V (**"הלווה"**) בקשר עם מיזם משותף שבין הלווה ובין חברת Corinth Investment AG (להלן: **"הסכם ההלוואה"**), לכל נזק שייגרם כתוצאה מביטול ה License Agreement, כהגדרתו בסכם ההלוואה שניתן ללווה ואשר צפוי להינתן לחברת הפרויקט (כהגדרתה בהסכם ההלוואה) מחברתVital Seeds Inc (להלן: **"הסכומים הנערבים"**).

1. הריני ערב באופן אישי בערבות עצמאית, מוחלטת, בלתי חוזרת, בלתי מסויגת, ובלתי מותנית לקיומו והמשך תוקפו של הסכם הרישיון שנחתם בין הלווה ובין .Vital Seeds Inc (**"מעניקת הרישיון"**) וכן בין מעניקת הרישיון וחברת הפרויקט, לפיו רשאיות הלווה וחברת הפרויקט לעשות שימוש ב- Intellectual Property השייך ו/או המוחזק על ידי מעניקת הרישיון (**"הרישיון"**) וכן לכל נזק שייגרם למלווה במידה והרישיון יבוטל על ידי מעניקת הרישיון .
2. אני מצהיר ומאשר בזאת בחתימתי להלן כי קראתי והבנתי היטב את הוראות הסכם ההלוואה והסכם הרישיון.
3. הנני מצהיר בזאת כי יש לי את היכולת להשפיע על החלטות מעניקת הרישיון ולהבטיח את קיומו של הרישיון מצד מעניקת הרישיון כל עוד יידרש הרישיון למלווה, וכפועל יוצא, אינני ערב יחיד ו/או ערב מוגן, כהגדרתם של מונחים אלו בחוק הערבות תשכ"ז-1967 (להלן: **"חוק הערבות"**) והנני מאשר בזה במופרש כי הוראות פרק ב' לחוק הערבות לא תחולנה לגבי.
4. ידוע לי, כי ערבות זו אינה ניתנת לביטול או לצמצום בכל דרך שהיא, במישרין ו/או בעקיפין.
5. ידוע לי, כי מתן ערבות זו על ידי הינה תנאי מוקדם להסכמת המלווה להתקשר בהסכם עם הלווה.
6. ידוע לי, כי הסכמת המלווה להתקשר בהסכם נסמכת על ערבותי זו.
7. כל הודעה בקשר לכתב ערבות זה שתשלח אלי בדואר רשום, לכתובת הנקובה בכתב זה, תחשב כאילו נתקבלה על ידי בתוך 72 שעות מזמן שנשלח המכתב הכולל את ההודעה.

<u>ולראיה באתי על החתום:</u>

<u>28/12/2021</u>	<u>אילן כהן</u>	<u>053395992</u>	<u>דגניה 11, הרצליה</u>
תאריך	שם הערב	מספר תעודת זהות	כתובת הערב

אילן כהן

<u>אישור עו"ד</u>

אני הח"מ, <u>איריס מוניס</u> עו"ד, מרחוב <u>ראול ולנברג 24 ת"א</u>, מאשר/ת בזאת כי ביום <u>28/12/2021</u> התייצב בפני מר אילן כהן בעל ת.ז. <u>053395992</u> , וחתם בפני על כתב ערבות זה.

איריס מוניס, עו"ד (רו"ח)
מ.ר. 27823

<u>28/12/2021</u>	חתימה וחותמת עו"ד
תאריך	

נספח 2

העתק תכתובת דוא"ל
מיום 13.3.2023

עמודים 30 עד 31

Chen Sedbon

נושא: FW: SAVEDMIS - Vital Seeds DRAFT Official Demand Letter

חשיבות: גבוהה

From: Talal Daas <tdaas@vital-seeds.com>
Sent: Monday, March 13, 2023 4:24 PM
To: Eliezer Gross <elig@Besadno.com>
Cc: ilanc@cds-ip.co.il; kdaas@vital-seeds.com
Subject: Call summary and confirmation

Hello Eli,

The following is a summary and confirmation for our call:

1. Vital Seeds I B.V. will agree to grant Pesadno 6% of the company's outstanding shares in return for postponing the remaining payments of the outstanding loan that amount to 1,200,000 EUR. With that in place, the next payment in the amount of 400,000 EUR will become due by the end of February 2024.

2. Pesadno undertakes to raise 5,000,000 USD of liquidity (working capital) for Vital Seeds, Inc. at a company's pre-money valuation of 50,000,000 USD. Pursuant to this valuation and in return, Pesadno would be entitled to 1% commission. Therefore, the conclusion of which, Vital Seeds would transfer a total of 11% of its outstanding shares to the investors and Pesadno (10% investors and 1% Pesadno) in return for a capital infusion of 5,000,000 USD. However, Pesadno may find fit and be incented to valuate Vital Seeds at a higher figure than 50,000,000. In which case, Pesadno would be proportionally entitled to a higher portion from the 11% that Vital Seeds accepts to transfer as consideration for a 5,000,000 USD cash infusion.

3. Kamal and I agree to sell 4% of our equity holding in Vital Seeds, Inc. at a company valuation of 30,000,000 USD, which will amount to 1,200,000 USD.

Kind Regards,
Talal

Talal Daas
Chief Executive Officer

VITAL SEEDS

Vital Seeds, Inc.
Office: +1 630 416 6795
Mobile: +1 630 362 0245 (WhatsApp & Viber)
tdaas@vital-seeds.com

www.vital-seeds.com
Twitter | LinkedIn

נספח 3

העתק הסכם רכישת מניות עם פרנסה מיום 19.12.2021

עמודים 33 עד 41

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is made as of the 19th day of December 2021 (the "***Effective Date***") by and between Vital Seeds I B.V. a Netherlands corporation with principal place of business at Bergschenhoek, Netherlands (the "***Company***") and Parnasa Management Basad Ltd. an Israeli corporation with with principal place of business at 1 Hamarpe Street, Jerusalem (the "***Purchaser***").

WITNESSETH:

WHEREAS, the Company and Corinth Investment AG a Swiss corporation ("**Corinth**") have entered into a joint venture agreement (the "**JV Agreement**") for purposes of production of clean potato mini-tuber seeds for the Dutch market based on the technology known as "Potatoes out of Ground" (the "**PoG Technology**") developed by the parent company of the Company (the "**JV**");

WHEREAS, in connection with the JV, Corinth and the Company contemplate the formation of a new Dutch legal entity, to be owned 70% by the Company and 30% by Corinth (the "**Project Company**", or the "**PC**");

WHEREAS, the Company wishes to issue and sell to the Purchaser, and the Purchaser wishes to purchase from the Company the Sale Shares (as defined below), all pursuant to the terms and conditions more fully set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree to the following:

1. **Purchase and Sale of the Sale Shares**

1. Subject to the terms and conditions hereof and on the basis of the representations, warranties and covenants of the Company, in return for the payment of Euro 8,800 (the "***Purchase Price***") made by the Purchaser to the Company, the Investor hereby subscribes for and agrees to purchase from the Company the total of 61 ordinary shares of the Company par value Euro 1 each (the "***Sale Shares***") at a price per share equal to Euro 144.144, representing 5.5% of the issued and outstanding share capital of the Company immeidatly following the Closing.

2. **Closing.**

2.1 Closing of the transaction contemplated under this Agreement shall take place on the Effective Date remotely, via the exchange of documents and signatures or by such other means or at such other date or place as may be agreed by the Company and the Purchaser (the date on which the Closing actually occurs, shall hereinafter be referred to as the "**Closing Date**").

2.2 Closing Deliveries. At the Closing, the following transactions shall take place, all of which shall be deemed to have been occurred simultaneously and no transaction shall be deemed to have been completed or any documents delivered until all such transactions have been completed and all required documents delivered: (I) the Company shall deliver to the Purchaser copies of the following resolutions: (I) a resolution of the board of directors of the Company, approving the Company's execution and performance of this Agreement including all documents and agreements ancillary thereto and the transactions contemplated hereby; and (II) a written confirmation of the shareholders of the Company as to such shareholders' waiver of their respective preemptive rights in connection with the investment contemplated pursuant to this Agreement; and (III) the Company shall issue to the Purchaser the Sale Shares within 3 business days as of the Closing Date.

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3. **Representations and Warranties**

The Company hereby represents and warrants to the Purchaser that the following representations and warranties are true and correct as of date hereof, except as set forth in the Schedule of Exceptions attached hereto as **Schedule 3** ("*Schedule of Exceptions*").

3.1 Organization. The Company is duly organized and validly existing under the laws of the Netherlands, and has full corporate power and authority to own, lease and operate its properties and assets and to conduct its business. The Company has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions and perform its obligations contemplated hereby and thereby. The Company has all franchises, permits, licenses, and any similar authority necessary or required under any law, regulation, rule or ordinance, for the conduct of its business as now being conducted and as proposed to be conducted, and the Company is not in default under any of the same. No proceeding or resolution for bankruptcy, dissolution, liquidation, winding-up, appointment of a receiver and/or similar proceeding has been instituted or taken by the Company, and to the best of the Company's knowledge, no such proceeding has been instituted or threatened against the Company. Schedules 3.1 contains copies of the Company's governing documents.

3.2 Authorization; Approvals. All corporate action on the part of the Company, its shareholders and directors necessary for the authorization, execution, delivery, and performance of all of the Company's obligations under this Agreement has been taken. The Agreement, when executed and delivered by or on behalf of the Company, shall be duly and validly authorized, executed and delivered, and assuming the due authorization, execution and delivery by the other parties thereto, shall constitute the valid and legally binding obligations of the Company, legally enforceable against it in accordance with its respective terms. No consent, approval, order, license, permit, action by, or authorisation of or designation, declaration, or filing with any governmental authority on the part of the Company is required that has not been obtained by the Company prior to the date hereof in connection with the valid execution, delivery and performance of the Agreement.

3.3 Share Capital. **Schedule 3.3** attached hereto is a complete and correct capitalization table of the Company, pre and post transaction (the "*Capitalization Table*"), setting forth, as of immediately prior to and immediately following the Closing, the number and class of shares held by each shareholder of the Company, and the total number of reserved and granted options, warrants, and all other rights to subscribe for, purchase or acquire from the Company any share capital of the Company, all as of immediately prior to and immediately following the Closing. The persons identified in the Capitalization Table are the sole the shareholders of the Company the lawful owners, beneficially and of record, of all of the issued and outstanding share capital of the Company. All rights to the share capital of the Company are free and clear of all liens, claims, charges, encumbrances, restrictions, options to purchase, proxies, voting trust and other voting agreements, calls or commitments of every kind, and no person owns any other shares, options or other rights to subscribe for, purchase or acquire any share capital of the Company from the Company or from any other person.

3.4 Parent Company; Subsidiaries. Vital Seeds, Inc. an Illionois corporation (the "*Parent*") is a controlling shareholder of the Company, holding 90% of its share capital.

3.5 Directors. Officers. The directors and officers of the Company are the persons specified in **Schedule 3.5** attached hereto.

3.6 Liabilities. The Company has no liabilities, debts or obligations other than the liabilities set forth in **Schedule 3.6** attached hereto. The Company is not a guarantor of any debt or obligation of another, nor has the Company given any indemnification, loan, security or otherwise agreed to become liable for any

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obligation of any person, and no person has given any guarantee of, or security for, any obligation of the Company.

3.7 Compliance with Other Instruments. Neither the Company nor the Parent is in default: (i) under the respectvie companys' articles of association (the "*Articles*"); (ii) under any note, indenture, mortgage, lease, agreement, contract, purchase order or other instrument, document or agreement to which the Company or the Parent, is a party or by which the Company or Parent, or any of their assets, are bound or affected; or (iii) with respect to any law, statute, ordinance, regulation, order, writ, injunction, decree or judgment of any court or any governmental department, commission, board, agency or instrumentality, domestic or foreign. To the knowledge of the Company, no third party is in default under any agreement, contract or other instrument, document or agreement to which the Company is a party or by which it or any of its assets are affected.

3.8 No Breach. Neither the execution and delivery of this Agreement, nor compliance by the Company with the terms and provisions thereof, will conflict with, or result in a breach or violation of, any of the terms, conditions and provisions of: (i) the Articles; (ii) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign; (iii) any agreement, contract, lease, license or commitment to which the Company or the Parent is a party or to which any of them is subject; or (iv) applicable law or regulation. Such execution, delivery and compliance will not give to others any rights, including rights of termination, cancellation or acceleration, in or with respect to any agreement, contract or commitment referred to in this paragraph, or to any of the properties of the Company.

3.9 Intellectual Property.

(a) **Schedule (a)3.9.1** contains a complete and accurate list of all Registered IP to which the Parent and the Company have the right to (including the jurisdiction in which each such item of Intellectual Property has been registered or filed and the applicable registration, application or serial number or similar identifier), including, without limitation, the PoG Technology (hereinafter: "**VS IP**"). The VS IP is owned by Vital Farms, which is an affiliate of the Parent and is exclusively licensed to the Parent.

(b) Each item of the VS IP is valid, subsisting, and in full force and effect (except with respect to applications).

(c) The Company is, and after the Closing Date will be, a licensee under the VS IP.

(d) The Parent will provide (and undertakes to do so) the company that will be formed by the Company (together with Corinth) for carrying out the project in the Netherlands (the "**Project Co.**"), provided the Company with a non-exclusive, unrestricted license, to use the PoG Technology and the VS IP as presented to the Purchaser for purposes of the JV. [A copy of the license agreement form as will be executed after formation of the Project Co. is attached hereto as **Schedule 3.9 (d)**].

(e) No VS IP including, without limitation the Intellectual Property related to the PoG Technology, or any part thereof, is subject to any claim of a third party or security interest, including such claim that restricts or may in any manner restrict the use by the Company or may affect the validity, use or enforceability of such IP.

(f) To the best of our knowledge and belief, the VS IP comprises all the Intellectual Property used or necessary to conduct the business of the Company as currently conducted and as contemplated to be conducted by the Company in connection with the JV and the Company will not require any right or license under the Intellectual Property Rights of a third party that is not owned by, or properly licensed to, the Company as of the date hereof.

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(g) No Person other than the Parent or Vital Forms owns, or claims to own, Intellectual Property right in the VS IP.

(h) To the best of the Company's knowledge and that of its directors and officers, the operation of the business of the Company and Parent including the design, development, use, import, branding, advertising, promotion, marketing, manufacture, provision, delivery, licensing and sale of any assets or products of the Parent or the Company and, has not infringed or misappropriated and does not infringe or misappropriate and the Company knows of no reason why it would be claimed to infringe or misappropriate any Intellectual Property rights of any Person, violate any material right of any Person (including any right to privacy or publicity), or constitute unfair competition or trade practices under the laws of any jurisdiction.

(i) The Company has not received written notice from any Person claiming that any VS IP infringes or misappropriates any Intellectual Property Rights of any Person or constitutes unfair competition or trade practices under the laws of any jurisdiction (nor does the Company have knowledge of any basis therefor).

(j) To the knowledge of the Company, no Person has infringed or misappropriated, or is infringing or misappropriating, any VS IP.

(k) The Company has taken reasonable measures to protect its Confidential Information and Trade Secret Rights and the Confidential Information and trade secret rights of any third party provided to the Company. To the knowledge of the Company, there has been no unauthorized disclosure or use of any of the Company's or third party's Confidential Information and trade secret rights.

(l) The Company and the Parent have taken reasonable measures to maintain and back-up records, data and information regarding the Company's formulations, processes, manufacturing, formulae, ideas, know-how, methods or techniques and any other information required in the ordinary course of business and for the operation of the business of the Parent and the Company and such records, data and information are adequately documented and recorded.

(m) The Company and the Parent are in compliance with all applicable laws regarding the collection, use and protection of personal information, including in connection with the collection of such information from the Company's and the Parent's contractors, suppliers, vendors and clients, and with the privacy policy, and to the Company's knowledge no unauthorized Person has gained unauthorized access to or made any unauthorized use of any such Personal Information maintained by the Company and the Parent.

For purposes herein, the following terms shall have the following meanings:

"**Confidential Information**" means confidential, proprietary or commercially sensitive information relating to the Parent or the Company, or their respective employees, board members, customers, vendors, or other business partners and their businesses, operations, or affairs, including, without limitation, information relating to products, formulations, protocols, processes, designs, formulae, ideas, know-how, test methods, evaluation techniques, patents, trade secrets, scientific or technical data, regardless of the form in which it is maintained or provided, orally or in writing, whether prepared by the Company or the Parent, their respective employees, board members, customers, vendors, or other business partners or by a third party together with all analyses, compilations, notes and other documents.

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"**Intellectual Property**" means all forms of intellectual property, including any or all of the following: (i) published and unpublished works of authorship (whether or not registered or registrable), including without limitation audiovisual works, collective works, software and computer programs (whether in source code, object code, or executable form), documentation, compilations, databases, derivative works, literary works and sound recordings; (ii) integrated circuits and mask works; (iii) inventions (whether or not patentable), , discoveries, improvements, business methods, compositions of matter, machines, methods, and processes and new uses for any of the preceding items; (iv) registered and unregistered design rights; (v) Confidential Information, including information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, which may include, without limitation, algorithms, ideas, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques; (vi) databases, data compilations and collections and technical data; (vii) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, trade names, trade dress, trademarks and service marks; and (viii) domain names, web addresses and sites and including, for the avoidance of doubt, any Company Registered Intellectual Property.

"**VS IP**" means all Intellectual Property owned by the Parent and/or the Company.

"**Person**" means any natural person, general or limited partnership, corporation, limited liability company, firm, association or other legal entity.

"**Registered IP**" means Intellectual Property Rights that have been registered or otherwise perfected or recorded with or by any governmental authority or other public or quasi-public legal authority.

"**Company/Parent Registered IP**" means Registered IP of the Company and/or the Parent.

3.10 Taxes. The Company and Parent have accurately prepared and timely filed all tax returns and reports required (if required) by them under applicable law. All tax returns and reports of the Parent and the Company, if any, are true and correct in all material respects and the Parent and the Company have paid on time all taxes and other assessments due, if any. Neither the Company nor Parent has never been audited by and no issues have been raised or adjustments made or proposed by any tax authority, domestic or foreign, in connection with any such taxes or tax returns and the Company has no knowledge, after due inquiry, of any proposed liability for any tax (whether income tax, capital gains tax, or otherwise) to be imposed on the Company or the Parent. The Company and Parent have withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, independent contractor, stockholder, member or other third party. To the Company's knowledge, there is no tax lien (other than for current taxes not yet due and payable under applicable law), imposed by any taxing authority, outstanding against the assets, properties or business of the Company or the Parent.

3.11 Contracts. **Schedule 3.11** attached hereto contains a true and complete list of all Material Contracts and Agreements (oral or written) to which the Company is a party or by which its property is bound. Each such Material Contract and Agreement is valid, is in full force and effect, and binding upon the Company, and neither the Company nor, to the knowledge of the Company, any other party thereto is in breach thereof. True and correct copies of all such Material Contracts and Agreements have been delivered to the Purchaser. For the purpose of this Agreement the term "Material Contracts and Agreements" shall mean any contract and/or agreement with an aggregate value exceeding USD 100,000.

3.12 Litigation. No action, proceeding or governmental inquiry or investigation is pending or, to the knowledge of the Company, is threatened against the Company, the Parent, and/or any of their respective shareholders, officers, directors or employees (in their capacity as such), or against the founders of Parent (in their capacity as such), or against any of the Company's properties, or with regard to the Company's business,

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before any court, arbitration board or tribunal or administrative or other governmental agency, nor, to the knowledge of the Company, there is any basis for the foregoing. There is no action, suit, proceeding or investigation by the Company, the Parent or the founder of Parent currently pending or that any of the Company, the Parent or the founders of the Parent intends to initiate.

3.13 Interested Party Transactions. (i) No officer, director or shareholder of the Company, or any affiliate of any such person or entity or the Company, has or has had, either directly or indirectly: (x) an interest in any person or entity which (a) furnishes or sells services or products which are furnished or sold or are proposed to be furnished or sold by the Company, or (b) purchases from or sells or furnishes to the Company any goods or services, or (y) a beneficial interest in any contract or agreement to which the Company is a party or by which it may be bound or affected; (ii) there are no existing arrangements or currently proposed transactions between the Company and any officer, director, or shareholder of the Company, or any affiliate or associate of any such person; and (iii) no employee, shareholder, officer, or director of the Company is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them.

3.14 Employees and Service Providers. The Company has complied with all applicable employment laws, policies, procedures and agreements relating to employment, terms and conditions of employment and to the proper withholding and remission to the proper tax and other authorities of all sums required to be withheld from employees or persons deemed to be employees under applicable laws respecting such withholding. The Company has paid in full to all of its employees and consultants all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to them on or prior to the date hereof and there is no dispute pending between the Company or any one of the foregoing. The Company is not bound by, or subject to (and none of its assets or properties is bound by or subject to), any written or oral, express or implied, contract, commitment or arrangement with any labor union. To the knowledge of the Company, neither the employment by the Company of any of its employees, nor the engagement by it with any of its respective consultants, constitutes is likely to constitute a breach of any of such persons' obligations to third parties, including non-competition or confidentiality obligations.

3.15 Business Plan. The Company's current business plan/executive summary including a budget (the "**Budget**"), both of which are attached hereto as **Schedule 3.153.15** (collectively, the "Business Plan Documents"), have been prepared in good faith and with reasonable professional care by the Company. The financial projections set out in the Business Plan Documents have been prepared with due diligence, care and consideration, and there are no other material facts or matters of which the Company is aware which may render the Business Plan Documents untrue or misleading in any material way.

3.16 Full Disclosure. The Company has disclosed to the Purchaser any material information required for deciding whether to subscribe for and purchase the Sale Shares. Neither this Agreement (including the Schedules hereto) nor any certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading, in view of the circumstances in which they were made. There is no material fact or information known to the Company relating to the business, prospects, condition (financial or otherwise), affairs, operations, or assets of the Company or the Parent that has not been disclosed to the Purchaser in writing.

The Purchaser hereby represents and warrants to the Company as of date hereof and as of the Closing that:

3.17 It is duly organized and validly existing under the laws of the State of Israel; it has full corporate power and authority to execute this Agreement and to perform its obligations hereunder.

3.18 All corporate action on its part necessary for the authorization, execution, delivery and

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performance by it of this Agreement has been taken.

3.19 This Agreement, when executed and delivered by the Purchaser will constitute the valid, binding and enforceable obligation of the Purchaser, and shall be legally enforceable against it in accordance with its respective terms subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

3.20 The consummation of the transactions contemplated hereunder and the performance of this Agreement by it do not violate the provisions of its corporate documents, any applicable law, and will not result in any breach of, or constitute a material default under, any material agreement or instrument to which it is a party or under which he is bound.

4. **Miscellaneous**

4.1 Notices.

(i) All notices and other communications hereunder shall be made in writing and be served by way of personal delivery, by electronic mail, overnight delivery via a nationally recognized courier or by registered or certified mail. Notices shall be deemed to be received: (a) upon delivery, in the case of personal delivery; (b) on the business day immediately following the date of dispatch, if delivered by electronic mail or by overnight delivery; or (c) on the third business day of posting, in the case of a registered or certified mail.

(ii) Whenever in this Agreement a notice or determination is to given or be made by the Company, such notice or determination shall be determined, and given by, the Chief Executive Officer of the Company.

4.2 Costs and Expenses. Each party shall bear its own expenses in connection with transaction contemplated hereunder.

4.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties herein. Notwithstanding the foregoing, neither party shall have the right to assign any of its rights nor obligations pursuant to this Agreement to a third party without obtaining first the written consent of the other party to such assignment.

4.4 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

4.6 Entire Agreement and Amendment. This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all of the promises, undertakings, and other representations made by the parties to each other prior to the date hereof.

4.7 Governing Law and Jurisdiction. Any dispute arising in connection with this Agreement shall be resolved by an arbitrator, the identity of which shall be mutually agreed upon within 14 days following emergence of such dispute. If the parties have not agreed on the identity of the arbitrator within such 14 days,

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then such dispute shall be resolved exclusively in the competent court located in Tel Aviv-Jaffa, Israel and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court. Each of the parties hereto (i) consents to submit itself to the exclusive jurisdiction of the abovementioned courts in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (ii) agrees that it shall not attempt to deny or defeat such jurisdiction by motion or other request for leave from the abovementioned court, (iii) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the abovementioned court.

4.8 Further Cooperation. The parties agree to execute any and all documents necessary in order to consummate, implement and give full force and effect to this Agreement, and to all matters, actions and transactions envisaged and contemplated herein including, filings with governmental or regulatory bodies, corporate resolutions and such other documentation as may be reasonably necessary from time to time.

[Signature page follows]

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IN WITNESS WHEREOF the parties herein have executed this Share Purchase Agreement as of the date first hereinabove set forth.

VITAL SEEDS I B.V

By: ______________________

Name:

Talal Daas

Title:

Managing Director

THE PURCHASER:

PARNASA MANAGEMENT BASAD LTD.

By: ______________________

Title: Baruch Eliezer Gross, CEO

Date : 19th December, 2021

[Signature page to Vital Seeds SPA]

נספח 4

העתק הסכם רכישת מניות עם
גרוס מיום 19.12.2021

עמודים 43 עד 51

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT (this "**Agreement**") is made as of the 19th day of December 2021 (the "***Effective Date***") by and between Vital Seeds I B.V. a Netherlands corporation with principal place of business at Bergschenhoek, Netherlands (the "***Company***") and Eli Gross, Bnei Brak, Israel (the "***Purchaser***").

WITNESSETH:

WHEREAS, the Company and Corinth Investment AG a Swiss corporation ("**Corinth**") have entered into a joint venture agreement (the "**JV Agreement**") for purposes of production of clean potato mini-tuber seeds for the Dutch market based on the technology known as "Potatoes out of Ground" (the "**PoG Technology**") developed by the parent company of the Comapmy (the "**JV**");

WHEREAS, in connection with the JV, Corinth and the Company contemplate the formation of a new Dutch legal entity, to be owned 70% by the Company and 30% by Corinth (the "**Project Company**", or the "**PC**");

WHEREAS, the Company wishes to issue and sell to the Purchaser, and the Purchaser wishes to purchase from the Company the Sale Shares (as defined below), all pursuant to the terms and conditions more fully set forth in this Agreement; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree to the following:

1. **<u>Purchase and Sale of the Sale Shares</u>**

1. Subject to the terms and conditions hereof and on the basis of the representations, warranties and covenants of the Company, in return for the payment of Euro 7,200 (the "***Purchase Price***") made by the Purchaser to the Company, the Investor hereby subscribes for and agrees to purchase from the Company the total of 50 ordinary shares of the Company par value Euro 1 each (the "***Sale Shares***") at a price per share equal to Euro 144.144, representing 4.5% of the issued and outstanding share capital of the Company immeidatly following the Closing.

2. **<u>Closing.</u>**

2.1 Closing of the transaction contemplated under this Agreement shall take place on the Effective Date remotely, via the exchange of documents and signatures or by such other means or at such other date or place as may be agreed by the Company and the Purchaser (the date on which the Closing actually occurs, shall hereinafter be referred to as the "**Closing Date**").

2.2 <u>Closing Deliveries.</u> At the Closing, the following transactions shall take place, all of which shall be deemed to have been occurred simultaneously and no transaction shall be deemed to have been completed or any documents delivered until all such transactions have been completed and all required documents delivered: (I) the Company shall deliver to the Purchaser copies of the following resolutions: (I) a resolution of the board of directors of the Company, approving the Company's execution and performance of this Agreement including all documents and agreements ancillary thereto and the transactions contemplated hereby; and (II) a written confirmation of the shareholders of the Company as to such shareholders' waiver of their respective preemptive rights in connection with the investment contemplated pursuant to this Agreement; and (III) the Company shall issue to the Purchaser the Sale Shares within 3 business days as of the Closing Date.

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3. **Representations and Warranties**

The Company hereby represents and warrants to the Purchaser that the following representations and warranties are true and correct as of date hereof, except as set forth in the Schedule of Exceptions attached hereto as **Schedule 3** ("*Schedule of Exceptions*").

3.1 Organization. The Company is duly organized and validly existing under the laws of the Netherlands, and has full corporate power and authority to own, lease and operate its properties and assets and to conduct its business. The Company has all requisite power and authority to execute and deliver this Agreement and to consummate the transactions and perform its obligations contemplated hereby and thereby. The Company has all franchises, permits, licenses, and any similar authority necessary or required under any law, regulation, rule or ordinance, for the conduct of its business as now being conducted and as proposed to be conducted, and the Company is not in default under any of the same. No proceeding or resolution for bankruptcy, dissolution, liquidation, winding-up, appointment of a receiver and/or similar proceeding has been instituted or taken by the Company, and to the best of the Company's knowledge, no such proceeding has been instituted or threatened against the Company. Schedules 3.1 contains copies of the Company's governing documents.

3.2 Authorization; Approvals. All corporate action on the part of the Company, its shareholders and directors necessary for the authorization, execution, delivery, and performance of all of the Company's obligations under this Agreement has been taken. The Agreement, when executed and delivered by or on behalf of the Company, shall be duly and validly authorized, executed and delivered, and assuming the due authorization, execution and delivery by the other parties thereto, shall constitute the valid and legally binding obligations of the Company, legally enforceable against it in accordance with its respective terms. No consent, approval, order, license, permit, action by, or authorisation of or designation, declaration, or filing with any governmental authority on the part of the Company is required that has not been obtained by the Company prior to the date hereof in connection with the valid execution, delivery and performance of the Agreement.

3.3 Share Capital. **Schedule 3.3** attached hereto is a complete and correct capitalization table of the Company, pre and post transaction (the "***Capitalization Table***"), setting forth, as of immediately prior to and immediately following the Closing, the number and class of shares held by each shareholder of the Company, and the total number of reserved and granted options, warrants, and all other rights to subscribe for, purchase or acquire from the Company any share capital of the Company, all as of immediately prior to and immediately following the Closing. The persons identified in the Capitalization Table are the sole the shareholders of the Company the lawful owners, beneficially and of record, of all of the issued and outstanding share capital of the Company. All rights to the share capital of the Company are free and clear of all liens, claims, charges, encumbrances, restrictions, options to purchase, proxies, voting trust and other voting agreements, calls or commitments of every kind, and no person owns any other shares, options or other rights to subscribe for, purchase or acquire any share capital of the Company from the Company or from any other person.

3.4 Parent Company; Subsidiaries. Vital Seeds, Inc. an Illionois corporation (the "***Parent***") is a controlling shareholder of the Company, holding 90% of its share capital.

3.5 Directors, Officers. The directors and officers of the Company are the persons specified in **Schedule 3.5** attached hereto.

3.6 Liabilities. The Company has no liabilities, debts or obligations other than the liabilities set forth in **Schedule 3.6** attached hereto. The Company is not a guarantor of any debt or obligation of another, nor has the Company given any indemnification, loan, security or otherwise agreed to become liable for any obligation of any person, and no person has given any guarantee of, or security for, any obligation of the

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Company.

3.7 Compliance with Other Instruments. Neither the Company nor the Parent is in default: (i) under the respectvie companys' articles of association (the "***Articles***"); (ii) under any note, indenture, mortgage, lease, agreement, contract, purchase order or other instrument, document or agreement to which the Company or the Parent, is a party or by which the Company or Parent, or any of their assets, are bound or affected; or (iii) with respect to any law, statute, ordinance, regulation, order, writ, injunction, decree or judgment of any court or any governmental department, commission, board, agency or instrumentality, domestic or foreign. To the knowledge of the Company, no third party is in default under any agreement, contract or other instrument, document or agreement to which the Company is a party or by which it or any of its assets are affected.

3.8 No Breach. Neither the execution and delivery of this Agreement, nor compliance by the Company with the terms and provisions thereof, will conflict with, or result in a breach or violation of, any of the terms, conditions and provisions of: (i) the Articles; (ii) any judgment, order, injunction, decree, or ruling of any court or governmental authority, domestic or foreign; (iii) any agreement, contract, lease, license or commitment to which the Company or the Parent is a party or to which any of them is subject; or (iv) applicable law or regulation. Such execution, delivery and compliance will not give to others any rights, including rights of termination, cancellation or acceleration, in or with respect to any agreement, contract or commitment referred to in this paragraph, or to any of the properties of the Company.

3.9 Intellectual Property.

(a) **Schedule (a)3.9.1** contains a complete and accurate list of all Registered IP to which the Parent and the Company have the right to (including the jurisdiction in which each such item of Intellectual Property has been registered or filed and the applicable registration, application or serial number or similar identifier), including, without limitation, the PoG Technology (hereinafter: "**VS IP**"). The VS IP is owned by Vital Farms, which is an affiliate of the Parent and is exclusively licensed to the Parent.

(b) Each item of the VS IP is valid, subsisting, and in full force and effect (except with respect to applications).

(c) The Company is, and after the Closing Date will be, a licensee under the VS IP.

(d) The Parent will provide (and undertakes to do so) the company that will be formed by the Company (together with Corinth) for carrying out the project in the Netherlands (the "**Project Co.**"), provided the Company with a non-exclusive, unrestricted license, to use the PoG Technology and the VS IP as presented to the Purchaser for purposes of the JV. [A copy of the license agreement form as will be executed after formation of the Project Co. is attached hereto as **Schedule 3.9 (d)**].

(e) No VS IP including, without limitation the Intellectual Property related to the PoG Technology, or any part thereof, is subject to any claim of a third party or security interest, including such claim that restricts or may in any manner restrict the use by the Company or may affect the validity, use or enforceability of such IP.

(f) To the best of our knowledge and belief, the VS IP comprises all the Intellectual Property used or necessary to conduct the business of the Company as currently conducted and as contemplated to be conducted by the Company in connection with the JV and the Company will not require any right or license under the Intellectual Property Rights of a third party that is not owned by, or properly licensed to, the Company as of the date hereof.

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(g) No Person other than the Parent or Vital Forms owns, or claims to own, Intellectual Property right in the VS IP.

(h) To the best of the Company's knowledge and that of its directors and officers, the operation of the business of the Company and Parent including the design, development, use, import, branding, advertising, promotion, marketing, manufacture, provision, delivery, licensing and sale of any assets or products of the Parent or the Company and, has not infringed or misappropriated and does not infringe or misappropriate and the Company knows of no reason why it would be claimed to infringe or misappropriate any Intellectual Property rights of any Person, violate any material right of any Person (including any right to privacy or publicity), or constitute unfair competition or trade practices under the laws of any jurisdiction.

(i) The Company has not received written notice from any Person claiming that any VS IP infringes or misappropriates any Intellectual Property Rights of any Person or constitutes unfair competition or trade practices under the laws of any jurisdiction (nor does the Company have knowledge of any basis therefor).

(j) To the knowledge of the Company, no Person has infringed or misappropriated, or is infringing or misappropriating, any VS IP.

(k) The Company has taken reasonable measures to protect its Confidential Information and Trade Secret Rights and the Confidential Information and trade secret rights of any third party provided to the Company. To the knowledge of the Company, there has been no unauthorized disclosure or use of any of the Company's or third party's Confidential Information and trade secret rights.

(l) The Company and the Parent have taken reasonable measures to maintain and back-up records, data and information regarding the Company's formulations, processes, manufacturing, formulae, ideas, know-how, methods or techniques and any other information required in the ordinary course of business and for the operation of the business of the Parent and the Company and such records, data and information are adequately documented and recorded.

(m) The Company and the Parent are in compliance with all applicable laws regarding the collection, use and protection of personal information, including in connection with the collection of such information from the Company's and the Parent's contractors, suppliers, vendors and clients, and with the privacy policy, and to the Company's knowledge no unauthorized Person has gained unauthorized access to or made any unauthorized use of any such Personal Information maintained by the Company and the Parent.

For purposes herein, the following terms shall have the following meanings:

"**Confidential Information**" means confidential, proprietary or commercially sensitive information relating to the Parent or the Company, or their respective employees, board members, customers, vendors, or other business partners and their businesses, operations, or affairs, including, without limitation, information relating to products, formulations, protocols, processes, designs, formulae, ideas, know-how, test methods, evaluation techniques, patents, trade secrets, scientific or technical data, regardless of the form in which it is maintained or provided, orally or in writing, whether prepared by the Company or the Parent, their respective employees, board members, customers, vendors, or other business partners or by a third party together with all analyses, compilations, notes and other documents.

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"**Intellectual Property**" means all forms of intellectual property, including any or all of the following: (i) published and unpublished works of authorship (whether or not registered or registrable), including without limitation audiovisual works, collective works, software and computer programs (whether in source code, object code, or executable form), documentation, compilations, databases, derivative works, literary works and sound recordings; (ii) integrated circuits and mask works; (iii) inventions (whether or not patentable), , discoveries, improvements, business methods, compositions of matter, machines, methods, and processes and new uses for any of the preceding items; (iv) registered and unregistered design rights; (v) Confidential Information, including information that is not generally known or readily ascertainable through proper means, whether tangible or intangible, which may include, without limitation, algorithms, ideas, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques; (vi) databases, data compilations and collections and technical data; (vii) words, names, symbols, devices, designs, and other designations, and combinations of the preceding items, used to identify or distinguish a business, good, group, product, or service or to indicate a form of certification, including without limitation logos, trade names, trade dress, trademarks and service marks; and (viii) domain names, web addresses and sites and including, for the avoidance of doubt, any Company Registered Intellectual Property.

"**VS IP**" means all Intellectual Property owned by the Parent and/or the Company.

"**Person**" means any natural person, general or limited partnership, corporation, limited liability company, firm, association or other legal entity.

"**Registered IP**" means Intellectual Property Rights that have been registered or otherwise perfected or recorded with or by any governmental authority or other public or quasi-public legal authority.

"**Company/Parent Registered IP**" means Registered IP of the Company and/or the Parent.

3.10 Taxes. The Company and Parent have accurately prepared and timely filed all tax returns and reports required (if required) by them under applicable law. All tax returns and reports of the Parent and the Company, if any, are true and correct in all material respects and the Parent and the Company have paid on time all taxes and other assessments due, if any. Neither the Company nor Parent has never been audited by and no issues have been raised or adjustments made or proposed by any tax authority, domestic or foreign, in connection with any such taxes or tax returns and the Company has no knowledge, after due inquiry, of any proposed liability for any tax (whether income tax, capital gains tax, or otherwise) to be imposed on the Company or the Parent. The Company and Parent have withheld and paid all taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, creditor, independent contractor, stockholder, member or other third party. To the Company's knowledge, there is no tax lien (other than for current taxes not yet due and payable under applicable law), imposed by any taxing authority, outstanding against the assets, properties or business of the Company or the Parent.

3.11 Contracts. **Schedule 3.11** attached hereto contains a true and complete list of all Material Contracts and Agreements (oral or written) to which the Company is a party or by which its property is bound. Each such Material Contract and Agreement is valid, is in full force and effect, and binding upon the Company, and neither the Company nor, to the knowledge of the Company, any other party thereto is in breach thereof. True and correct copies of all such Material Contracts and Agreements have been delivered to the Purchaser. For the purpose of this Agreement the term "Material Contracts and Agreements" shall mean any contract and/or agreement with an aggregate value exceeding USD 100,000.

3.12 Litigation. No action, proceeding or governmental inquiry or investigation is pending or, to the knowledge of the Company, is threatened against the Company, the Parent, and/or any of their respective shareholders, officers, directors or employees (in their capacity as such), or against the founders of Parent (in their capacity as such), or against any of the Company's properties, or with regard to the Company's business,

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before any court, arbitration board or tribunal or administrative or other governmental agency, nor, to the knowledge of the Company, there is any basis for the foregoing. There is no action, suit, proceeding or investigation by the Company, the Parent or the founder of Parent currently pending or that any of the Company, the Parent or the founders of the Parent intends to initiate.

3.13 Interested Party Transactions. (i) No officer, director or shareholder of the Company, or any affiliate of any such person or entity or the Company, has or has had, either directly or indirectly: (x) an interest in any person or entity which (a) furnishes or sells services or products which are furnished or sold or are proposed to be furnished or sold by the Company, or (b) purchases from or sells or furnishes to the Company any goods or services, or (y) a beneficial interest in any contract or agreement to which the Company is a party or by which it may be bound or affected; (ii) there are no existing arrangements or currently proposed transactions between the Company and any officer, director, or shareholder of the Company, or any affiliate or associate of any such person; and (iii) no employee, shareholder, officer, or director of the Company is indebted to the Company, nor is the Company indebted (or committed to make loans or extend or guarantee credit) to any of them.

3.14 Employees and Service Providers. The Company has complied with all applicable employment laws, policies, procedures and agreements relating to employment, terms and conditions of employment and to the proper withholding and remission to the proper tax and other authorities of all sums required to be withheld from employees or persons deemed to be employees under applicable laws respecting such withholding. The Company has paid in full to all of its employees and consultants all wages, salaries, commissions, bonuses, benefits and other compensation due and payable to them on or prior to the date hereof and there is no dispute pending between the Company or any one of the foregoing. The Company is not bound by, or subject to (and none of its assets or properties is bound by or subject to), any written or oral, express or implied, contract, commitment or arrangement with any labor union. To the knowledge of the Company, neither the employment by the Company of any of its employees, nor the engagement by it with any of its respective consultants, constitutes is likely to constitute a breach of any of such persons' obligations to third parties, including non-competition or confidentiality obligations.

3.15 Business Plan. The Company's current business plan/executive summary including a budget (the "**Budget**"), both of which are attached hereto as **Schedule 3.153.15** (collectively, the "Business Plan Documents"), have been prepared in good faith and with reasonable professional care by the Company. The financial projections set out in the Business Plan Documents have been prepared with due diligence, care and consideration, and there are no other material facts or matters of which the Company is aware which may render the Business Plan Documents untrue or misleading in any material way.

3.16 Full Disclosure. The Company has disclosed to the Purchaser any material information required for deciding whether to subscribe for and purchase the Sale Shares. Neither this Agreement (including the Schedules hereto) nor any certificates made or delivered in connection herewith contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements herein or therein not misleading, in view of the circumstances in which they were made. There is no material fact or information known to the Company relating to the business, prospects, condition (financial or otherwise), affairs, operations, or assets of the Company or the Parent that has not been disclosed to the Purchaser in writing.

The Purchaser hereby represents and warrants to the Company as of date hereof and as of the Closing that:

3.17 It is duly organized and validly existing under the laws of the State of Israel; it has full corporate power and authority to execute this Agreement and to perform its obligations hereunder.

3.18 All corporate action on its part necessary for the authorization, execution, delivery and

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performance by it of this Agreement has been taken.

3.19 This Agreement, when executed and delivered by the Purchaser will constitute the valid, binding and enforceable obligation of the Purchaser, and shall be legally enforceable against it in accordance with its respective terms subject to laws of general application relating to bankruptcy, insolvency and the relief of debtors and rules of law governing specific performance, injunctive relief or other equitable remedies.

3.20 The consummation of the transactions contemplated hereunder and the performance of this Agreement by it do not violate the provisions of its corporate documents, any applicable law, and will not result in any breach of, or constitute a material default under, any material agreement or instrument to which it is a party or under which he is bound.

4. **Miscellaneous**

4.1 Notices.

(i) All notices and other communications hereunder shall be made in writing and be served by way of personal delivery, by electronic mail, overnight delivery via a nationally recognized courier or by registered or certified mail. Notices shall be deemed to be received: (a) upon delivery, in the case of personal delivery; (b) on the business day immediately following the date of dispatch, if delivered by electronic mail or by overnight delivery; or (c) on the third business day of posting, in the case of a registered or certified mail.

(ii) Whenever in this Agreement a notice or determination is to given or be made by the Company, such notice or determination shall be determined, and given by, the Chief Executive Officer of the Company.

4.2 Costs and Expenses. Each party shall bear its own expenses in connection with transaction contemplated hereunder.

4.3 Successors and Assigns. The terms and conditions of this Agreement shall inure to the benefit of, and be binding upon, the respective successors and permitted assigns of the parties herein. Notwithstanding the foregoing, neither party shall have the right to assign any of its rights nor obligations pursuant to this Agreement to a third party without obtaining first the written consent of the other party to such assignment.

4.4 Severability. In case any one or more of the provisions contained in this Agreement is for any reason held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and such invalid, illegal, or unenforceable provision shall be reformed and construed so that it will be valid, legal, and enforceable to the maximum extent permitted by law.

4.5 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the parties actually executing such counterpart, and all of which together shall constitute one and the same instrument.

4.6 Entire Agreement and Amendment. This Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all of the promises, undertakings, and other representations made by the parties to each other prior to the date hereof.

4.7 Governing Law and Jurisdiction. Any dispute arising in connection with this Agreement shall be resolved by an arbitrator, the identity of which shall be mutually agreed upon within 14 days following emergence of such dispute. If the parties have not agreed on the identity of the arbitrator within such 14 days,

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then such dispute shall be resolved exclusively in the competent court located in Tel Aviv-Jaffa, Israel and each of the parties hereby irrevocably submits to the exclusive jurisdiction of such court. Each of the parties hereto (i) consents to submit itself to the exclusive jurisdiction of the abovementioned courts in the event any dispute arises out of this Agreement or the transactions contemplated by this Agreement, (ii) agrees that it shall not attempt to deny or defeat such jurisdiction by motion or other request for leave from the abovementioned court, (iii) agrees that it shall not bring any action relating to this Agreement or the transactions contemplated by this Agreement in any court other than the abovementioned court.

4.8 Further Cooperation. The parties agree to execute any and all documents necessary in order to consummate, implement and give full force and effect to this Agreement, and to all matters, actions and transactions envisaged and contemplated herein including, filings with governmental or regulatory bodies, corporate resolutions and such other documentation as may be reasonably necessary from time to time.

[Signature page follows]

IN WITNESS WHEREOF the parties herein have executed this Share Purchase Agreement as of the date first hereinabove set forth.

VITAL SEEDS I B.V

By: ______________________

Name:

Talal Daas

Title:

Managing Director

THE PURCHASER:

[__________]

By: Eli Gross

Title: ______________

Date : 19th December 2021

[Signature page to Vital Seeds SPA]

נספח 5

העתק המחאת הזכויות

עמודים 53 עד 55

August 6, 2025

To:

<u>**Adv. Ilan Shavit-Stricks and CPA Chen Bardichev, Trustees**</u>

RE: IRREVOCABLE ASSIGNMENT AND TRANSFER UNDERTAKING ("Undertaking")

I, the undersigned, **Baruch Eliezer Gross**, an individual holding Israeli I.D. No. 022530497, whose address is 22 Tlalim St., Jerusalem, Israel (hereinafter: the "**Assignor**" or "**Gross**"), hereby irrevocably undertakes and confirms to **Adv. Ilan Shavit-Stricks** and **CPA Chen Bardichev**, in their capacity as the court-appointed trustees in the liquidation proceedings of **Parnasa Management Basad Ltd.** (in liquidation), Israeli Company No. 515123339, with a business address at Commerce House, 84 HaHashmonaim St., 5th Floor, Tel Aviv 6713203, Israel (hereinafter together: the "**Assignees**" or the "**Trustees**"), as follows:

WHEREAS, on or about December 19, 2021, Gross and Parnasa Management Basad Ltd. ("**Parnasa**") each executed a Share Purchase Agreement (collectively, the "**SPAs**") with **Vital Seeds I, B.V.**, a company formed under the laws of the Netherlands, with its registered address at Steenbreekvaren 41, 2661 PV Bergschenhoek, Netherlands (hereinafter: "**Vital Seeds BV**"), pursuant to which they purchased, for good and valuable consideration, certain rights concerning issuance of ordinary shares, par value €1.00 each, of Vital Seeds BV;

WHEREAS, the parent company of Vital Seeds BV is **Vital Seeds, Inc.**, an Illinois corporation, with its principal office at 1468 Terrence Drive, Naperville, IL 60565 (hereinafter: "**Vital Seeds US**");

(Vital Seeds BV and Vital Seeds US shall be referred to hereinafter, collectively, as the "**Companies**").

WHEREAS, Parnasa is currently in liquidation proceedings in the State of Israel before the Tel Aviv-Jaffa District Court (the "**Court**"), and the Assignees were duly appointed by the Court as the trustees for Parnasa's estate;

WHEREAS, the Assignor wishes to irrevocably, absolutely, and unconditionally assign, transfer, convey, and set over to the Assignees, and the Assignees wish to receive and accept from the Assignor, all of the Assignor's rights, titles, and interests in and to the Assigned Interests (as defined below); and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>**Assignment of Interests**</u>.

Gross hereby irrevocably, absolutely, and unconditionally assigns, transfers, conveys, and sets over to the Assignees, for the benefit of Parnasa's liquidation estate, all of his rights, titles, interests, claims, and entitlements of any nature whatsoever, whether present or future, vested or contingent, known or unknown (collectively, the "**Assigned Interests**"), in, to, from, or against the Companies or either of them. The Assigned Interests shall include, without limitation:

a. any right to the issuance, allotment, registration, or delivery of any shares, stock, options, warrants, convertible securities, or other equity or ownership interests in the Companies (the "**Shares**");

b. any right to receive dividends, distributions, profits, proceeds, royalties, or any other payments or benefits, whether in cash, in kind, or otherwise, arising from or related to the Shares or any other interest in the Companies;

c. any and all voting rights, consent rights, information rights, inspection rights, preemptive rights, or other rights ancillary to the ownership of the Shares or any other interest in the Companies;

d. any claims, demands, remedies, or causes of action against the Companies, whether for breach of contract, misrepresentation, or otherwise; and

e. any other rights, benefits, privileges, or entitlements of any kind whatsoever, howsoever arising.

The foregoing assignment of the Assigned Interests by Gross is comprehensive and absolute, whether the Assigned Interests are derived from, pursuant to, or arise from the SPAs, or from any other agreement, contract, undertaking, arrangement, instrument, promise, representation, commitment, obligation, or understanding, whether written, oral, express, or implied, and whether arising by law, in equity, by statute, or otherwise.

2. Representations and Warranties of Gross.
Gross represents and warrants to the Assignees that: (a) he is the sole and exclusive legal and beneficial owner of the Assigned Interests; (b) he has not previously assigned, transferred, pledged, encumbered, or otherwise disposed of the Assigned Interests or any part thereof; and (c) he has the full right, power, and authority to enter into this Undertaking and to perform his obligations hereunder.

3. Further Assurances.
Gross shall execute and deliver such further instruments and documents and take such further action as may required by the Trustees to carry out the full intent and purpose of this Undertaking.

4. Governing Law and Jurisdiction.
This Undertaking and any dispute or claim arising out of or in connection with it shall be governed by and construed exclusively in accordance with the laws of the State of Israel, without regard to its conflict of law principles. Gross and the Trustees hereby irrevocably submit to the exclusive jurisdiction of the Court (as defined hereinabove) for any matter arising under or in connection with this Undertaking.

5. Entire Agreement.
This Undertaking constitutes the entire agreement between Gross and the Trustees with respect to the subject matter hereof and supersedes all prior and contemporaneous undertakings, agreements, representations, and understandings, whether oral or written.

IN WITNESS WHEREOF, the Assignor has executed this Irrevocable Assignment and Transfer Undertaking as of the date first above written.

THE ASSIGNOR:

____

Baruch Eliezer Gross
I.D. No. 022530497

<u>Acceptance by Assignees.</u>

The Assignees hereby accept the irrevocable assignment and transfer of the Assigned Interests from Gross. The Trustees wish to express their appreciation for the cooperation demonstrated by Mr. Gross in these proceedings, and for his willingness to transfer the rights for the benefit of the creditors, out of goodwill and with the aim of advancing the insolvency process.

בסדנו יזמות והשקעות בע"מ ח.פ. 514875061 (בפירוק)
פרנסה ניהול בקר בע"מ 515123339 (בפירוק)
אילן שבכט-שכוריקס, עו"ד, נאמן
חן ברזצב, רו"ח, נאמן

נספח 6

העתק מכתב מיום
20.3.2024

עמודים 57 עד 58

March 20, 2024

10 Adar Bet, 5724

Mr. Talal Daas

Vital Seeds, Inc.

Without prejudice to any right or claim

Talal Shalom,

Re: **Outstanding Loan Repayment, Investment, and Equity Allocation**

I am writing to you as the Chief Executive Officer of Besadno Group (hereinafter referred to as "**Besadno**"). This letter pertains to the €1.6 million loan Besadno extended to Vital Seeds I B.V. ("VSIBV"), a subsidiary of Vital Seeds, Inc. (hereinafter referred to as **"Vital Seeds"**). As of today, only €400,000 has been repaid, leaving an outstanding balance of €1.2 million.

The loan was initially provided to establish an ESCROW account for a €16 million loan anticipated from a Swiss investment bank. However, the transaction with the Swiss bank did not materialize, and it has come to our attention that you utilized the funds contrary to the agreed terms of the loan agreement without our prior consent. We were only informed of this after you had fully expended the funds. The assurances regarding the swift raising of funds and the guaranteed repayment of our money have not been realized to date.

Despite your significant default in repaying our money, considering our cordial relationship with Dr. Ilan Cohen, who is associated with Vital Seeds, we agreed to extend the loan term by an additional year. As compensation for this extension, you committed to allocating a 6% additional stake of VSIBV's issued share capital to us.

Regrettably, the extended term has long since expired, yet the loan remains unpaid, and the promised compensation of additional equity allocation has not been executed. Our investors are understandably concerned and exerting pressure on us, placing us in a tough predicament with them, despite the various schedules, optimistic projections, and assurances you have provided regarding the loan repayment.

Based on the two recent discussions you held with Mr. Eliezer Gross, Chairman of the Besadno Group, the last of which took place last weekend, there appears to be no clear timeline for the return of the funds, except for a vague statement about your expectation

BESADNO
Ethica Alternative Invesstmens

1206 East 9th St, Brooklyn NY 11230
office@besadno.com | 212-603-9808
The Bay Gate Tower, 18t Floor.
Business Bay, Dubai. UAE
מגדלי הכשרת הישוב ו ז'בוטינסקי 9, ב"ב ו ישראל
www.besadno.co.il | info@besadno.co.il | 1800-801-801

for a potential investment in the near future. I expect you to understand that given the unfulfilled promises regarding the investment, this latest assurance has been met with skepticism. I should add that your offer of interest for the default period on repayment of the loan does not compensate for the damages incurred by us and our investors. Furthermore, we have not received any documentation confirming the promised 6% additional allocation of VSIBV's shares.

Consequently, we demand the full repayment of the outstanding loan balance (including appropriate interest for the loan duration), as well as an official confirmation of the 6% additional share allocation. Failure to comply with these demands will compel us to pursue all available legal remedies, including actions in the United States.

This letter, its contents, and any omissions therein do not constitute an admission or waiver on the part of Besadno, nor do they exhaust Besadno's claims, demands, or any relief, right, or remedy granted to it or vested in it by law.

Sincerely,

Yaniv David Drihem, Advocate

CEO, Besadno Group

Copy: Dr. Ilan Cohn

נספח 7

העתק מכתב מיום
9.5.2024

עמודים 60 עד 60

HUCK BOUMA PC

1755 South Naperville Road, Suite 200 Wheaton, Illinois 60189
p: (630) 221-1755 f: (630) 221-1756
www.huckbouma.com

Nick Marsico
Attorney at Law
direct: (630) 344-1158
nmarsico@huckbouma.com

May 9, 2024

Via E-Mail
Yaniv David Drihem, Adv
Chief Legal Officer and General Counsel
Besadno Group

Re: Vital Seeds, Inc.
Your Letter Dated March 20, 2024

Mr. Drihem:

We represent Vital Seeds, Inc. and Vital Seeds I B.V (together, "*Vital Seeds*"). We have your letter dated March 20, 2024 to Vital Seeds, Inc. You refer to a loan from Besadno Group, but there is no loan or contractual agreement between Besadno Group and Vital Seeds. Vital Seeds had a loan agreement with Parnasa Management Basad Ltd. ("*Parnasa*"). As you know, the proceeds of that loan were initially to be used for an escrow in a transaction with Corinth Investments, and then with the full encouragement and agreement from Parnasa, the proceeds of the loan were to be used in a transaction with Impactus for equity funding. After Impactus terminated the agreement with Vital Seeds, Vital Seeds and Parnasa agreed on a postponement of the loan payments. With the full encouragement and agreement of Parnasa, the funds were utilized to continue to advance the project in the Netherlands. Then on April 10, 2023, Parnasa voided the loan agreement and all related agreements. Thus, in response to your letter, our position is that no amount is currently due to Besadno Group.

If you have any questions, please feel free to contact me.

Very truly yours,

HUCK BOUMA P.C.

By: Nick Marsico
Nick Marsico

cc: Talal Daas

נספח 8

העתק מכתב ההתראה
מיום 5.12.2024

עמודים 62 עד 64

ZADOK
Zadok Law Offices | חיים צדוק ושות' עורכי דין

OUR REF.	B/661	מספרנו
TEL-AVIV	December 5, 2024	תל-אביב

Without Prejudice

Vital Seeds I B.V. (the "**Company**)
Vital Seeds, Inc. (the "**Parent Company**")
Messrs. Talal Daas and Marty Leiter (the "**Company's Directors**")
Mr. Kamal Daas (the "**Parent Company's Director**")

By E-mail: tdaas@vital-seeds.com, marty@leiteronline.com & kdaas@vital-seeds.com

Dear Sirs,

Re: **Demand for Immediate Repayment of Loan and Issuance of Shares – Warning before Legal Proceedings**

I am hereby addressing you as follows in my capacity as one of the joint trustees in the liquidation proceedings of Parnasa Management Basad Ltd. (in liquidation) ("**Parnasa**") supervised by the District Court in Tel-Aviv-Jaffa (the "**Court**") - (Bankruptcy File Number 68136-07-24).

In its decision of August 12, 2024, the Court appointed me and Mr. Chen Bardichev, CPA as joint trustees (the "**Trustees**") to manage Parnasa in place of its former management and to take any action the Trustees deem fit on behalf of Parnasa in the best interest of its creditors and investors.

This letter is issued in the framework of the Trustees' authority to recover Parnasa's assets into the liquidation fund for the benefit of Parnasa's creditors and investors.

This letter constitutes a last formal demand prior to the initiation of legal proceedings by the Trustees against Vital Seeds I B.V., Vital Seeds, Inc. and their directors as defined above for: (i) the immediate repayment of the loan provided by Parnasa to the Company and (ii) the immediate issuance of the Company's shares as specified herein.

Repayment of Loan under the Loan Agreement

1. According to the Loan Agreement between Parnasa and the Company dated December 19, 2021 (the "**Loan Agreement**"), Parnasa advanced a loan to the Company in the amount of €1.600,000.00 (the "**Loan Amount**").

2. Under the Loan Agreement, the Company undertook to repay the Loan Amount in four (4) equal semi-annual instalments of €400,000.00 each, according to the following repayment schedule:

-First Installment: June 19, 2022
-Second Installment: December 19, 2022
-Third Installment: June 19, 2023
-Fourth Installment: December 19, 2023

3. Notwithstanding its repayment obligations under the Loan Agreement, as of today, the Company has repaid only the First Instalment, leaving an outstanding balance of €1,200,000.00.
   Despite the Company's significant default in repaying the balance of the Loan Amount, Parnasa has agreed to postpone repayment of the remaining instalments ***in exchange for the Company's commitment to grant Parnasa 6% of the Company's outstanding shares*** (the **"Bonus Shares"**), whereby the Second Instalment was postponed until the end of February 2024.

4. Despite repeated demands by Parnasa, including the demand letter of Parnasa's CEO dated March 20, 2024 (the **"Demand Letter"**), the Company has failed to make the required repayments under the Loan Agreement until the date hereof. This failure to comply with the repayment terms constitutes a material breach of the Loan Agreement and an Event of Default (as defined therein).

The Trustees hereby demand that Vital Seeds I B.V. repay the total amount of <u>€1,200,000</u> <u>immediately and without further delay</u> to the liquidation fund managed by the Trustees.

<u>Issuance of Purchased Shares under Share Purchase Agreements</u>

1. According to the Share Purchase Agreements between the Company and each of Parnasa <u>and</u> Mr. Eli Gross dated December 19, 2021 (the "**Share Purchase Agreements**", or the **"SPAs"**), the Company undertook to issue Parnasa and Mr. Gross, in consideration for the Purchase Price (as defined in the SPAs) received by the Company, a total of 111 ordinary shares of the Company par value €1 each, representing 10% of the issued and outstanding share capital of the Company immediately following the closing of the SPAs (the **"Purchased Shares"**).

2. Despite repeated demands by Parnasa and Mr. Gross to the Company's Directors, including the Demand Letter, the Company failed to issue the Purchased Shares according to the Share Purchase Agreements. This failure to issue the Purchased Shares constitutes a material breach of the Company's contractual obligations according to the Share Purchase Agreements.

The Trustees hereby demand that the Company take immediate action to issue the Purchased Shares according to the Share Purchase Agreements, including,

without limitation, the delivery by the Company of all the Closing Deliverables (as defined in Section 2.2 of the Share Purchase Agreements).

In light of all of the above, to avoid the escalation of this matter and prevent legal actions and the involvement of enforcement authorities, the Trustees urge you to settle the matters set forth in this letter hereinabove <u>within ten (10) business days from the date of this letter</u>. Failure to do so will leave the Trustees with no alternative but to pursue all available legal remedies and proceedings to recover the outstanding Loan Amount including all accrued interest and enforce the issuance of the Purchased Shares and the Bonus Shares, resulting in associated legal costs, including but not limited to attorneys' fees.

Without derogating from the above, one cannot disregard the major issue of the Loan Amount misuse. We are, at this point, not elaborating on Parnas's serious claims against the directors regarding the misappropriation of the loan. However, it is highly recommended that these individuals settle the matter set forth in this letter urgently to avoid any legal action against them for *their personal liability*, as well as the involvement of the competent enforcement agencies and authorities in the United States, the Netherlands and Israel regarding the consequences of *their personal misconduct*.

This letter, its contents, demands, claims, or any omissions therein, do not constitute an admission or waiver on the part of Parnasa and/or the Trustees, nor do they exhaust their claims, demands, causes-of-action, or any relief, right, or remedy granted to them or vested in them according to the Loan Agreement, the Share Purchase Agreements, and/or pursuant to applicable laws.

Sincerely,

I. Shavit

Ilan Shavit-Stricks, Adv.
In his capacity as Court appointed Trustee of Parnasa Management Basad Ltd. (in liquidation)

נספח 9

העתק תכתבות דוא"ל ומכתב מענה מיום 15.1.2025

עמודים 66 עד 72

Chen Sedbon

מאת:	Ilan Shavit-Stricks
נשלח:	יום חמישי 16 ינואר 2025 17:08
אל:	entafianos.law@cytanet.com.cy
עותק:	ברדיצב חן רו"ח (chen@abg.co.il); ilanc@cds-ip.co.il; nadav@besadno.com; Chen Sedbon
נושא:	FW: Demand for Immediate Repayment of Loan and Issuance of Shares – Warning Before Legal Proceedings – Letter of 05.12.2024
קבצים מצורפים:	Order to Commence Proceedings and Trustees Appointment (August 12, 2024).pdf; Parnasa - Liquidation by the Trustees Decision (September 22, 2024).pdf
חשיבות:	גבוהה

Dear Sir,

We acknowledge receipt of your mail below dated January 15, 2025, on behalf of Vital Seeds I B.V., along with the attached letter (the "**Letter**").
Please find attached the requested court decisions.

Notwithstanding the foregoing, we categorically reject and deny the assertions presented in your Letter. The purported factual account detailed therein is demonstrably false and directly contradicts the comprehensive documentation in our possession, including signed agreements and recorded conversations.

While your Letter refers to your clients as "Messrs. Vital Seeds I B.V.," we presume you are also representing and acting on behalf of Messrs. Talal Daas, Marty Leiter, and Kamal Daas individually. We trust they are aware of and endorse the misleading and erroneous claims presented in your Letter.

Regrettably, your Letter indicates a continued unwillingness on the part of your clients to rectify their misconduct and engage in meaningful settlement discussions. Consequently, we are left with no alternative but to pursue all available legal remedies, including personal claims against the aforementioned individuals.

Given the Letter's reference to Mr. Ilan Cohen, we have included him in this correspondence. Please inform your clients that Mr. Cohen, along with other relevant parties, will be called upon to provide testimony regarding the events in question. We strongly suggest they reconsider their current position in light of this forthcoming testimony.

Finally, be advised that we will provide a copy of your Letter, as required, to the Israeli District Court overseeing this matter and the Trustees' activities.

This response is without prejudice to any and all claims, demands, rights, remedies, and causes of action available to Parnassa Management Bassad Ltd. (in liquidation) and the Trustees, all of which are expressly reserved.

Sincerely,

Ilan Shavit -Stricks, Adv.
In his capacity as Court appointed Trustee of Parnassa Management Bassad Ltd. (in liquidation)

ZADOK
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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
ilans@zadokco.co.il
Phone: 972-3-6254000
Fax: 972-3-6254040
Chamber of Commerce House,
84 HaHashmonaim St., Tel Aviv 6713203, Israel
www.zadokco.co.il

DUN'S
CREDIBILITY

From: Entafianos Law <entafianos.law@cytanet.com.cy>
Sent: Wednesday, January 15, 2025 5:15 PM
To: general <general@zadokco.co.il>
Subject: Demand for Immediate Repayment of Loan and Issuance of Shares – Warning Before Legal Proceedings – Letter of 05.12.2024

Without Prejudice

Att: Ilan Shavit-Stricks, Adv.
As Court-appointed Trustee of Parnasa Management Basad Ltd (in liquidation)

Dear Sir,

With reference to the above matter, kindly find attached a relevant letter of response.

As instructed,

Entafianos A. Entafianos
Attorney at Law

Andreas Entafianos LLC
Attorneys at Law-Legal Consultants
3 Kallipoleos Ave., Off. 101 (1 st Fl.), 1055 Nicosia, CY
P.O. Box 20557, 1660 Nicosia, CY
t. +357 22 753126
f. +357 22 769429
e. entafianos.law@cytanet.com.cy

ΑΝΔΡΕΑΣ ΕΝΤΑΦΙΑΝΟΣ Δ.Ε.Π.Ε.

Λεωφ. Καλλιπόλεως 3, Γραφ. 101 (1ος Όρ.)
1055 Λευκωσία
Τ.Θ. 20557, 1660 Λευκωσία
ΚΥΠΡΟΣ
τ.+357 22 753126 | +357 22 753382
φ.+357 22 769429
η/τ. entafianos.law@cytanet.com.cy
ιστ/δα. entafianoslaw.com

ANDREAS ENTAFIANOS LLC

3 Kallipoleos Ave., Office 101 (1st Fl.)
1055 Nicosia
P.O. Box 20557, 1660 Nicosia
CYPRUS
t.+357 22 753126 | +357 22 753382
f.+357 22 769429
e. entafianos.law@cytanet.com.cy
w. entafianoslaw.com

Wednesday, 15th January, 2025

Ilan Shavit-Stricks, Adv.
In his capacity as Court-appointed Trustee of
Parnasa Management Basad Ltd (in liquidation)
general@zadokco.co.il

Dear Sir,

Re: Demand for Immediate Repayment of Loan and Issuance of Shares – Warning Before Legal Proceedings – Letter of 05.12.2024

With reference to the above matter, we have been instructed by our clients, Messrs. Vital Seeds I B.V. (hereinafter VSIBV), to address your letter of 05.12.2024 to them and bring the following to your attention:

1— Our clients reject the content of your letter in its entirety as baseless, without merit and not corresponding to the actual facts, while emphasizing the fact that said letter has been directed to parties, ie natural and legal persons, which have not been party to the agreements pertaining to the above matter.

2— Our clients demand that they be provided with a true and/or certified copy of the Court Order by virtue of which you and Mr. Chen Bardichev have been appointed as Trustees of Parnasa Management Basad Ltd (hereinafter Parnasa).

3— It is our clients' position that, while they are not obligated to respond prior to their being provided with the abovementioned court order, for the purposes of full transparency, the true and accurate facts are as follows:

3.1—On 23rd June, 2020, a joint venture agreement (hereinafter JVA) was put in place with Corinth Investments AG (hereinafter Corinth) whereby Corinth would fund VSIBV for a 30% interest in VSIBV. VSIBV was to contribute €1.4 million that would be held in escrow until the loan was paid off, at which time the escrow funds would be paid to Corinth lowering repayment by the escrow €1.4 million amount.

3.2—To fund the requirement for the €1.4 million escrow and to provide operating funds until the project was up and running (a total of 1.6 million Euros), VSIBV searched for an additional investor. On 19th December, 2021, VSIBV entered into a loan agreement with Parnasa, while simultaneously entering into Share Purchase Agreements (hereinafter SPAs) with Parnasa and Eliezer Gross, pursuant to which Parnasa acquired 5.5% of VSIBV's outstanding shares and Mr. Eliezer Gross 4.5% of the outstanding shares for a combined amount of €16.000,00c (sixteen thousand Euros).

3.3—On 19th May, 2022, VSIBV entered into an agreement with Impactus Ltd (hereinafter Impactus) to replace the JVA with Corinth. Impactus was founded by the managers who were handling VSIBV's project within Corinth. At the time this was deemed a safe and logical action forward as Corinth seemed to be unstable and potentially would wind down its business. The terms of agreement with Impactus differed from those with Corinth and were more advantageous to VSIBV.

3.4—On 24th May, 2022, two business days after the signing of the agreement with Impactus, a signed copy of this agreement was shared with Mr. Ilan Cohen, Investment Committee Member at Besadno, a shareholder in Parnasa as well as minority shareholder in Vital Seeds, Inc. The details of the agreement were thoroughly discussed with Mr. Cohen and later in the same week with Mr. Eliezer Gross, CEO of Parnasa. Per this agreement, Impactus would assume the responsibility of raising the required funds for VSIBV's project (TrueTuber Farms B.V.) in a form of investment as opposed to a loan as was the case with Corinth. In the agreement with Corinth, VSIBV would have to give Corinth €1.4 million to be held by Corinth in escrow for the duration of the envisaged loan (10 years). However, in the agreement with Impactus, this same amount would be immediately paid out to Impactus for use in the funding of the project. Both Mr. Cohen and Mr. Gross expressed full agreement with the transitioning from Corinth to Impactus and both confirmed the understanding of the agreement's terms. Both confirmed that the agreement with Impactus carried greater value to VSIBV in which Mr. Gross and Parnasa are shareholders. Therefore, the parties were fully aware that the same funds that would have been held in escrow by Corinth would be paid out to Impactus to be used in the funding of the project, as stipulated by the agreement. To expedite the launch of the project and to avoid unforeseeable delays caused by the opening of a bank account for TrueTuber Farms B.V. (the project company that would be jointly owned by Impactus and VSIBV), funds were released by Impactus by way of signed resolution that allowed the use of a significant amount to fund pressing activities that became crucial to the project. Among these, making the 1st payment of Parnasa's loan to VSIBV in the amount of €400.000 (four hundred thousand Euros).

3.5—Notably, in line with the terms of the agreement with Corinth, VSIBV funded €100,000 (one hundred thousand) due diligence activities that were carried out by Corinth, an investment that Impactus recognized and proceeded to further develop. As such, Impactus hired the company Brown and Co. who subsequently produced a comprehensive due diligence report that was shared with Mr. Gross and Mr. Cohen. Both expressed satisfaction with the report and all along continued to confirm agreement that the agreement with Impactus was more advantageous to VSIBV than the one initially signed with Corinth.

3.6—On 1st February, 2023, Mr. Cohen visited the Netherlands for a two-day meeting for an update on TrueTuber Farms. During these two days our clients and Mr. Cohen visited the Farm in the City of Almere and shared with him the engineering drawings that were prepared by the Dutch company Bosman Van Zaal (BVZ) to be submitted for the purpose of acquiring the building permit for the project's greenhouse. It was made clear to Mr. Cohen that the land testing, engineering work, and reservation payments on the land were made from the funds that Impactus released. During this visit, Mr. Cohen seemed to be more interested in knowing if VSIBV would be able to make the 2nd loan payment to Parnasa, which was going to become due on the 28th of February 2023. At this point VSIBV was still working and eagerly awaiting ING bank to establish a bank account for TrueTuber Farms. The moment that a bank account would be established, as was stipulated in the outstanding agreement, Impactus would deposit the remainder of the €2.5 million tranche funding that was due, which would have enabled VISBV to make the upcoming loan payment to Parnasa.

3.7—On 2nd March, 2023 Impactus informed VSIBV that it was walking away from the agreement we had in place. Both Mr. Cohen and Mr. Gross were informed of Impactus' decision on the same day.

3.8—On 13th March, 2023, VSIBV and Mr. Gross agreed on an arrangement by which all outstanding loan payments would be postponed by 12 months for a return of 6% additional equity.

3.9—On 10th April, 2023, the loan agreement with Parnasa and the SPA agreements with Parnasa and Mr. Gross were nullified. These agreements are yet to be replaced and confirmed by VSIBV. Parnasa voided its outstanding loan agreement and share purchase agreement without any explanation to the cause. Pursuant to VSIBV's shareholders' agreement, shares held by Parnasa could not be transferred or hypothecated. These would have to be offered for sale to the remaining shareholders and VSIBV pursuant to the terms of VSIBV's shareholders' agreement.

3.10—In addition to Mr. Gross being the CEO for Parnasa, he is also the CEO for Besadno, a company having office in New York. As of today, aside from the fact that Mr. Gross is CEO of Besadno, there are no direct outstanding agreements between Besadno and VSIBV.

3.11—On 16th June, 2023, Mr. Gross visited VSIBV in the Netherlands and had meetings with members of the company Bosman Van Zaal, the company who produced the design and engineering drawings for TrueTuber Farms' greenhouse. Mr. Gross visited the project's reserved farm in Almere and was made aware of the level of investment in place. In addition, he was also informed that VSIBV was assessing the possibility of retaining the services of Rembrandt M&A, a Dutch company, as a debit manager and to raise the required funds for the project. He was made aware of the financial commitment VSIBV would be making to Rembrandt. Subsequently, on 27th June,2023 VSIBV retained Rembrandt's services.

3.12—On 20th March, 2024 our clients, among other, received an email from Mr. Yaniv David Drihem, Advocate CEO of the Besadno Group, demanding, return of the remaining €1.2 million balance, interest and confirmation of the additional 6% ownership stake.

4— Moreover, our clients have attempted to execute their obligations under the relevant agreements but this has not been made possible for reasons that have nothing to do with our clients. Additionally, it is our clients' position that, while the SPAs speak for themselves, these have been voided with the purpose of substituting the initially intended beneficiaries without our client's prior written consent, circumstances which would also have rendered the initial SPAs void. As mentioned above, our clients remain in obscurity as to the currently applicable circumstances.

5— Furthermore, our clients point out the fact that the deemed "Demand Letter" of 20.03.2024 as stated in your letter is a letter from Mr. Yaniv David Drihem, in his capacity as CEO of Besadno Group to Mr. Talal Daas of Vital Seeds, Inc., for which we kindly point out the following:

5.1—Our clients position is that said letter has been sent in bad faith, while attempting to twist the actual facts;

5.2—In said letter, claims were made that Besadno Group had advanced the loan while claiming repayment, not from our clients but from persons other than parties to the (voided) SPAs;

5.3—What has been made clear from said letter, the attempts to substitute the SPAs, as well as the actions of various individuals is that serious matters of conflicts of interest may potentially exist and, most importantly, elements of potential fraud;

6— Re the matter of the shares, our clients point out the following:

6.1—The execution of the relevant stipulation remains uncertain due to the fact that the SPAs were voided;

6.2—The execution of the relevant stipulation is incumbent on the fact that our clients must conform to the strict EU AML and CFT legal and regulatory framework, whereby any such transaction must be preceded by the required due diligence and know-your-customer procedures and, in any event, any such actions must not place our clients in a position where they could potentially be threatened with any type of sanctions or dangers either to themselves and/or their project.

7— Finally, our clients' directors have never been compensated for any work they have rendered to raise the capital required to fulfill the company's project. Our clients and our clients' directors have always operated with full transparency and immediate notification of all relevant circumstances to all relevant parties, have always obtained the prior consent of all relevant parties and individuals before proceeding with any action and have always acted within the confines of the agreements in place at the time together with any novations that may have taken place pursuant thereto. All funds derived from Parnasa's loan to VSIBV are fully accounted for with documentary proof while the directors of VSIBV continue to work without compensation.

The present is sent without prejudice and with full reservation of our clients' rights.

As instructed,

Entafianos A. Entafianos
Attorney at Law

נספח 10

העתק תכתובות דוא״ל (1) (מיום 17.3.2025-12.6.2025)

עמודים 74 עד 79

Chen Sedbon

מאת:	Talal Daas <tdaas@vital-seeds.com>
נשלח:	יום חמישי 12 יוני 2025 22:57
אל:	Ilan Shavit-Stricks; kdaas@vital-seeds.com
עותק:	Chen Bardichev; Chen Sedbon; Marty Leiter; Ilan Cohn; טלי פורטל; nadavbrenner@gmail.com; Eliezer Gross
נושא:	Re: Besadno - Vital Seeds - Draft MOU - Amicable Attempt for Dispute Resolution

Dear Mr. Shavit-Stricks,

We categorically reject your unfounded and misleading allegations of fraud and deception.

Further, as communicated to you by Mr. Leiter on May 23rd, I was scheduled to return to the office on June 2nd

Over the past two weeks, Vital Seeds I B.V. has been diligently working to locate and retain a Dutch notary to facilitate the registration of the shares in accordance with the terms of the SPAs. We anticipate that within the next few days, your office and Mr. Eliezer Gross will be contacted by the notary to provide the required information and a power of attorney to proceed with the registration.

It is important to clarify that neither Parnasa nor Mr. Eliezer Gross were ever denied the registration of the shares. They simply failed to furnish the necessary information to the notary, despite clear instructions to do so.

Vital Seeds I B.V. reserves all rights, as well as the rights of its shareholders, under all applicable agreements governing its relationship with Eliezer Gross and Parnasa. Nothing in the foregoing shall be construed or interpreted as a waiver of any such rights by Vital Seeds I B.V. or its shareholders.

Kind Regards,
Talal Daas

From: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Date: Thursday, June 12, 2025 at 1:07 PM
To: Talal Daas <tdaas@vital-seeds.com>, "kdaas@vital-seeds.com" <kdaas@vital-seeds.com>
Cc: Chen Bardichev <chen@abg.co.il>, Chen Sedbon <Chen@zadokco.co.il>, Marty Leiter <marty@leiteronline.com>, Ilan Cohn <ilanc@cds-ip.co.il>, טלי פורטל<tali@abg.co.il>, "nadavbrenner@gmail.com" <nadavbrenner@gmail.com>, Eliezer Gross <elig@Besadno.com>
Subject: RE: Besadno - Vital Seeds - Draft MOU - Amicable Attempt for Dispute Resolution

Dear all,

Unfortunately, as of today, we, the Trustees, did not receive any response to the mail below, sent on May 22, 2025. To makes things worse still, there has been no progress in resolving the outstanding issues, including but not limited to, registration of the shares in the Trustees' name.

In order to prevent further deterioration in the relations between the parties, you are required to refrain from any unilateral actions that would alter the existing situation. I consider the Daas brothers, as well as anyone acting on their behalf and/or for them, whether directly or indirectly, to be directly responsible for any damages and/or losses incurred by the creditors of the Besadno Group. The events related to the fraud and deception case in this matter cannot be ignored.

This email does not constitute an exhaustive statement of the claims and/or demands that the trustees of the Besadno Group may have against Talal and Kamal Daas, or any officeholders in the Vital Seeds companies.

Ilan

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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
ilans@zadokco.co.il
Phone: 972-3-6254000
Fax: 972-3-6254040
Chamber of Commerce House,
84 HaHashmonaim St., Tel Aviv 6713203, Israel
www.zadokco.co.il

From: Ilan Shavit-Stricks
Sent: Thursday, May 22, 2025 6:24 PM
To: Talal Daas <tdaas@vital-seeds.com>
Cc: Chen Bardichev <chen@abg.co.il>; Chen Sedbon <Chen@zadokco.co.il>; Marty Leiter <marty@leiteronline.com>; Ilan Cohn <ilanc@cds-ip.co.il>; kdaas@vital-seeds.com; Eliezer Gross <elig@Besadno.com>
Subject: RE: Besadno - Vital Seeds - Draft MOU - Amicable Attempt for Dispute Resolution

Dear Mr. Daas,

Thank you for your mail.

We should proceed with resolving all the open issues (payment and interest) without further delay.

1. As a first step, please complete the registration of the shares **<u>in the Trustees name</u>** without further delay. Please send the registration documents for our approval.

2. We agree to hold a Zoom meeting as you requested. Please provide several time slots when you'll be available. We will send an invite.

Regards,
Ilan

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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
ilans@zadokco.co.il
Phone: 972-3-6254000
Fax: 972-3-6254040
Chamber of Commerce House,
84 HaHashmonaim St., Tel Aviv 6713203, Israel
www.zadokco.co.il

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From: Talal Daas <tdaas@vital-seeds.com>
Sent: Tuesday, May 20, 2025 11:25 PM
To: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Cc: Chen Bardichev <chen@abg.co.il>; Chen Sedbon <Chen@zadokco.co.il>; Marty Leiter <marty@leiteronline.com>; Ilan Cohn <ilanc@cds-ip.co.il>
Subject: FW: Besadno - Vital Seeds - Draft MOU - Amicable Attempt for Dispute Resolution

Dear Mr. Shavit-Stricks,

The email that you sent earlier today was brought to my attention by Mr. Leiter. I did not receive your email for you sent it to the wrong address.
Nonetheless, as per our last call and without altering the terms of any the outstanding agreements, the shareholders' agreement included, we agreed to the registration of shares in fulfillment of the terms of the outstanding SPAs, which were never denied.

With respect to the request for an immediate payment, the company does not have any tangible assets to make this possible. Of course, if/when we are able to secure financing, our goal is to immediately repay the loan in full.

Vital Seeds I B.V. agrees that interest is due on the outstanding principal. Vital Seeds I B.V. stands ready to discuss a reasonable interest rate to be applied.

I would suggest a video call the week of June 2nd to discuss and come to an agreement as I will be out of the country from the 21st to 29th.

Kind Regards,
Talal Daas

From: Marty Leiter <marty@leiteronline.com>
Date: Tuesday, May 20, 2025 at 1:33 PM
To: Talal Daas <tdaas@vital-seeds.com>
Subject: Fw: Besadno - Vital Seeds - Draft MOU - Amicable Attempt for Dispute Resolution

From: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Sent: Tuesday, May 20, 2025 11:49 AM
To: ilanc@cds-ip.co.il <ILANC@CDS-IP.CO.IL>; daas@vital-seeds.com <daas@vital-seeds.com>; Marty Leiter <marty@leiteronline.com>
Cc: Chen Bardichev <chen@abg.co.il>; Chen Sedbon <Chen@zadokco.co.il>; Eliezer Gross <elig@Besadno.com>; Kamel Daas (kdaas@daastech.net) <kdaas@daastech.net>; Dina Eliasoof <dinae@cds-ip.co.il>
Subject: RE: Besadno - Vital Seeds - Draft MOU - Amicable Attempt for Dispute Resolution

Dear Dr. Cohn,

For the sake of good order, I refer to our last Zoom meeting held on Sunday, May 11, 2025, regarding the proposed guidelines for resolving the dispute between Besadno's Trustees and Vital Seeds I B.V., Vital Seeds Inc., their shareholders, officers and directors, as set forth in the attached MOU that I sent all parties on April 22, 2025.

In the MOU, the Trustees have provided all parties involved with guidelines for settling this dispute. Unfortunately, as of this date, we have not received any response or communication to the Trustees' guidelines.

Under the above well-known circumstances, I am urging you and all parties involved on your side, especially the Talal brothers, to exert your best efforts fairly, to resolve this impasse, in order to prevent the situation from deteriorating beyond repair.

Please note, that any attempts and/or excuses to maintain the current status are unacceptable. Moreover, all communications among the parties will be disclosed to the relevant courts, in Israel and abroad.

I am waiting to hear from you and/or the Talal brothers till the weekend, Friday, May 23, how the Talal brothers intend to resolve this issue.

Regards,
Ilan

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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
ilans@zadokco.co.il
Phone: 972-3-6254000
Fax: 972-3-6254040
Chamber of Commerce House,
84 HaHashmonaim St., Tel Aviv 6713203, Israel
www.zadokco.co.il

From: Ilan Cohn <ilanc@cds-ip.co.il>
Sent: Thursday, May 1, 2025 9:03 PM
To: Ilan Shavit-Stricks <ilans@zadokco.co.il>; ברדיצב חן רו"ח (chen@abg.co.il) <chen@abg.co.il>

Cc: Eliezer Gross <elig@Besadno.com>; Dina Eliasoof <dinae@cds-ip.co.il>
Subject: RE: Besadno - Vital Seeds - Draft MOU

שלום אילן וחן,

במסגרת ניסיונותיי לסייע להגעה להסכם ביניכם לבין VSIBV, קיימתי שיחה עם טלאל ומרטי ואשמח לקיים כזו גם עמכם.

אני מציע שנתאם שיחת זום לשבוע הבא. דינה (מכותבת) תסייע בתאום.

תודה,
אילן

Dr. Ilan Cohn
Patent Attorney | Founding Partner
Mobile: +972.54.3399199 | Office: +972.73.3989000
www.cds-luthi.com | in

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Ziv Towers, Tower D, 24 Raoul Wallenberg St. Tel Aviv, Israel
Mailing address: P.O.B 10278, Tel Aviv 6110103, Israel

From: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Sent: יום ג 22 אפריל 2025 17:26
To: Ilan Cohn <ilanc@cds-ip.co.il>; Talal Daas <tdaas@vital-seeds.com>; Marty Leiter <marty@leiteronline.com>
Cc: ברדיצב חן רו"ח (chen@abg.co.il) <chen@abg.co.il>; Eliezer Gross <elig@Besadno.com>; Kamel Daas (kdaas@daastech.net) <kdaas@daastech.net>; Dina Eliasoof <dinae@cds-ip.co.il>
Subject: RE: Besadno - Vital Seeds - Draft MOU

Dear all,

Hope that you are well.

Following our Zoom meeting on March 24, attempting to settle the open issues as discussed amicably, please find attached a draft MOU outlining the proposed solutions, for your reference.

We are waiting for your input.

Best regards,

Ilan

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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
ilans@zadokco.co.il
Phone: 972-3-6254000
Fax: 972-3-6254040
Chamber of Commerce House,
84 HaHashmonaim St., Tel Aviv 6713203, Israel
www.zadokco.co.il

DUN'S CREDIBILITY

From: Ilan Cohn <ilanc@cds-ip.co.il>
Sent: Monday, March 17, 2025 1:53 PM
To: Ilan Shavit-Stricks <ilans@zadokco.co.il>; ברדיצב חן רו"ח (chen@abg.co.il) <chen@abg.co.il>; Talal Daas <tdaas@vital-seeds.com>; Marty Leiter <marty@leiteronline.com>
Cc: Kamel Daas (kdaas@daastech.net) <kdaas@daastech.net>; Dina Eliasoof <dinae@cds-ip.co.il>
Subject: Besadno - Vital Seeds

Hello to all,

This email follows a brief telephone conversation from Adv. Ilan Shavit-Stricks with a request to follow up with the business discussion.

Let me know if you are available on Monday, 24 March @ 17:00 or 18:00 Israeli time (11:00 or 12:00 in Chicago).

In the event you can meet on Sunday, Talal and Marty, I will propose also Sunday, at 17:00 or 18:00.

Ilan

Dr. Ilan Cohn
Patent Attorney | Founding Partner
Mobile: +972.54.3399199 | Office: +972.73.3989000
www.cds-luthi.com | in

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Ziv Towers, Tower D, 24 Raoul Wallenberg St. Tel Aviv, Israel
Mailing address: P.O.B 10278, Tel Aviv 6110103, Israel

נספח 11

העתק תכתובות דוא״ל (2) (מיום 17.6.2025-12.9.2025)

עמודים 81 עד 91

Chen Sedbon

מאת:	Priya Jaspal | Westvaer <p.jaspal@westvaer.nl>
נשלח:	יום שישי 12 ספטמבר 2025 18:49
אל:	Ilan Shavit-Stricks; tdaas@vital-seeds.com
עותק:	Marty Leiter; ברדיצב חן רו"ח (chen@abg.co.il); ilanc@cds-ip.co.il; Tomer Cohen; Eliezer Gross; Chen Sedbon; Kamel Daas (kdaas@daastech.net); Tali Portal
נושא:	RE: Issuance of Shares in Vital Seeds I B.V. – Clarification on behalf of the Trustees of Parnasa Management Basad Ltd. (in liquidation)
קבצים מצורפים:	UBO-form Westvaer (ENG).doc

Dear all,

Following up to our call with Mr. Talal Daas, we are sending you this email with a comprehensive overview of the documentation required as well as the steps we will take in connection with the transaction.

As discussed with Mr. Daas, we believe that on basis of all information and documents provided, the shares in Vital Seeds I B.V. should be issued to the trustees, who will hold these shares in trust for the ultimate beneficial owners of Parnasa Management Based Limited.

Should the parties wish to use our services to proceed with the transaction at hand, we kindly request the following documentation:

- a signed UBO-form from Vital Seeds I B.V. (please find attached);
- a signed UBO-form from Parnasa Management Based Limited (please find attached);
- a signed PEP-form from Mr. Gross;
- certified copies of excerpts from Parnasa Management Based Limited from the relevant commercial register;
- an email from Mr. Gross confirming that he has transferred his rights;
- certified copies of valid passport of all involved natural persons;
- documentation evidencing the appointment of the trustee of the entity in liquidation, including a certified translation, if not available in English;
- a substantiation of the issue price;
- the annual accounts of Vital Seeds I B.V.; and
- the source of funds of the acquirer.

Please be advised that based on our review of the above, we may require additional information or documentation. Should the requested information not be provided in a satisfactory manner, we may be obliged to refrain from further cooperation with respect to this transaction in accordance with our compliance obligations.

Furthermore, please note that upon receipt of the requested documentation, we will charge fees on basis of time spent for the review of the compliance documentation. After this review, we will be able to provide you with a fee estimate for the drafting of:

(1) a shareholders resolution to issue 111 shares in total, of which 100 will be issued to Parnasa Management Based Limited and 11 shares will be issued to the trustees;
(2) a notarial deed of issue of shares; and
(3) the power of attorneys to execute the notarial deed.

Please note that our fee estimate needs to be partially settled in advance.

Please be informed that upon execution of the powers of attorney, these should be notarized and provided with an apostille. We will also require notarized copies of passport of the signatories of the powers of attorney, which also need to be apostilled. In addition, we require a legal opinion in respect of the trustees confirm their capacity and authority as trustees to receive the shares in trust.

If you have any further questions, please do not hesitate to contact me.

Met vriendelijke groet,

Priya Jaspal

Kandidaat-notaris
+31 85 01 33 669 | +31 6 82 06 33 74

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Van: Priya Jaspal | Westvaer
Verzonden: donderdag 4 september 2025 17:19
Aan: Ilan Shavit-Stricks <ilans@zadokco.co.il>; tdaas@vital-seeds.com
CC: Marty Leiter <marty@leiteronline.com>; ברדיצב חן רו"ח (chen@abg.co.il) <chen@abg.co.il>; ilanc@cds-ip.co.il; Tomer Cohen <tomercohen@besadno.com>; Eliezer Gross <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>; Kamel Daas (kdaas@daastech.net) <kdaas@daastech.net>; Tali Portal <tali@abg.co.il>
Onderwerp: RE: Issuance of Shares in Vital Seeds I B.V. – Clarification on behalf of the Trustees of Parnasa Management Basad Ltd. (in liquidation)

Dear all,

I hereby acknowledge receipt of your message.

Please note that we act solely in the capacity of an independent notary and therefore act in the interest of all parties involved.

In accordance with our professional rules and obligations, we are required to identify all parties to the transaction, to establish the ultimate beneficial owners and to investigate the rationale and background of the transaction at hand.

As you may appreciate, this transaction is not common, given that it involves a company in liquidation and an assignment of rights. This makes our compliance quite complicated and therefore our compliance department has expressed its reservations.

Should the parties wish to use our services to proceed with the transaction at hand, we kindly request the following documentation:

- a signed UBO-form from each party/legal entity;
- a signed PEP-form from each party/individual, such as Mr. Gross;
- certified copies of excerpts from all legal entities from the relevant commercial register;
- an email from Mr. Gross confirming that he has transfer his rights;
- certified copies of valid passport of all involved natural persons;
- documentation evidencing the appointment of the trustee of the entity in liquidation, including a certified translation, if not available in English;
- a substantiation of the issue price;
- the annual accounts of all legal entities involved; and
- the source of funds of the acquirer.

Please be advised that based on our review of the above, we may require additional information or documentation. Should the requested information not be provided in a satisfactory manner, we may be obliged to refrain from further cooperation with respect to this transaction in accordance with our compliance obligations.

Furthermore, please note that upon receipt of the requested documentation, we will charge fees on basis of time spent for the review of the compliance documentation. After this review, we will be able to provide you with a fee estimate for the drafting of:

(1) a shareholders resolution to issue shares;
(2) a notarial deed of issue of shares; and
(3) the power of attorneys to execute the notarial deed.

Please note that our fee estimate needs to be partially settled in advance.

Of course, you are entirely free to engage another notary.

If you have any further questions, please do not hesitate to contact me.

Met vriendelijke groet, with kind regards,

Priya Jaspal

Kandidaat-notaris | Deputy civil law notary
+31 85 01 33 669 | +31 6 82 06 33 74

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Van: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Verzonden: woensdag 3 september 2025 18:55
Aan: tdaas@vital-seeds.com; Priya Jaspal | Westvaer <p.jaspal@westvaer.nl>
CC: Marty Leiter <marty@leiteronline.com>; ח"ברדיצב חן רו (chen@abg.co.il) <chen@abg.co.il>; ilanc@cds-ip.co.il; Tomer Cohen <tomercohen@besadno.com>; Eliezer Gross <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>; Kamel Daas (kdaas@daastech.net) <kdaas@daastech.net>; Tali Portal <tali@abg.co.il>
Onderwerp: RE: Issuance of Shares in Vital Seeds I B.V. – Clarification on behalf of the Trustees of Parnasa Management Basad Ltd. (in liquidation)

To: Mr. Talal Daas and all relevant parties,

Despite multiple attempts to engage, we have received no response from you. My patience has run out. Accordingly, you have left us with no alternative but to proceed as follows.

Effective immediately, you are hereby instructed to refrain from initiating any transfer, encumbrance, or other form of disposition concerning the 111 shares referenced in my prior communications dated August 14 and August 25, 2025.

Please be advised that all correspondence exchanged between the parties shall be submitted to the competent court(s) in any applicable jurisdiction, as part of the evidentiary record.

Furthermore, Mr. Daas (@tdaas@vital-seeds.com), you are required, as an initial step, to confirm by no later than 12:00 p.m. Israel time tomorrow, on September 4, 2025, your proposed method of repayment of the outstanding sum of EUR 1,200,000.

This notice is issued strictly without prejudice to any and all rights, claims, remedies, or forms of legal relief available to the Trustees under applicable law in any jurisdiction, all of which are expressly reserved.

Ilan

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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner

ilans@zadokco.co.il

Phone: 972-3-6254000
Fax: 972-3-6254010

Chamber of Commerce House,
84 HaHashmonaim St., Tel Aviv 6713203, Israel

www.zadok-law.com

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From: Ilan Shavit-Stricks
Sent: Monday, August 25, 2025 7:12 PM
To: tdaas@vital-seeds.com; p.jaspal@westvaer.nl
Cc: Marty Leiter <marty@leiteronline.com>; ברדיצב חן רו"ח(chen@abg.co.il) <chen@abg.co.il>; ilanc@cds-ip.co.il; Tomer Cohen <tomercohen@besadno.com>; Eliezer Gross <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>; Kamel Daas (kdaas@daastech.net) <kdaas@daastech.net>; Tali Portal <tali@abg.co.il>
Subject: FW: Issuance of Shares in Vital Seeds I B.V. – Clarification on behalf of the Trustees of Parnasa Management Basad Ltd. (in liquidation)
Importance: High

Dear Ms. Jaspal and all concerned,

We note with regret that no response has been received to our prior correspondence. In the interest of resolving this matter amicably and without recourse to legal proceedings, we urge your immediate attention.

As previously communicated, you were requested to take the initial step of issuing 111 ordinary shares of Vital Seeds I B.V. (the "Shares") in the name of the Trustees. To date, no action has been taken.

Accordingly, you are hereby formally requested to undertake all necessary measures to issue and duly register the Shares in the name of the Trustees without further delay.

For your reference, please note that Mr. Gross has irrevocably assigned to the Trustees the 50 shares governed by his Share Purchase Agreement dated December 19, 2021 (attached). The relevant instrument of assignment is attached hereto.

Kindly confirm receipt and advise on the status of compliance with the above.

This communication is made without prejudice to any and all rights, claims, remedies, or legal relief available to the Trustees under applicable law in any jurisdiction, all of which are expressly reserved.

Sincerely,

Ilan

From: Ilan Shavit-Stricks
Sent: Thursday, August 14, 2025 5:56 PM
To: p.jaspal@westvaer.nl
Cc: tdaas@vital-seeds.com; Marty Leiter <marty@leiteronline.com>; Chen Bardichev <chen@abg.co.il>; ilanc@cds-ip.co.il; Tomer Cohen <tomercohen@besadno.com>; Eliezer Gross <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>
Subject: Issuance of Shares in Vital Seeds I B.V. – Clarification on behalf of the Trustees of Parnasa Management Basad Ltd. (in liquidation)
Importance: High

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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
ilans@zadokco.co.il
Phone: 972-3-6254000
Fax 972-3-6254040
Chamber of Commerce House,
84 HaHashmonaim St., Tel Aviv 6713203, Israel
www.zadokco.co.il

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Dear Ms. Jaspal,

We are writing to you in our capacity as the court-appointed Trustees (the "**Trustees**") for Parnasa Management Basad Ltd. ("**Parnasa**"), an Israeli company currently in liquidation proceedings under the supervision of the Tel Aviv-Jaffa District Court (the "**Court**"), following up on your correspondence below of June 23 and July 8, 2025, with Mr. Talal Daas of Vital Seeds I B.V. ("**Vital Seeds**"), and our discussions with Vital Seeds' principals, including Mr. Talal Daas and Mr. Marty Leiter.

We appreciate you sharing the specific concerns of your firm and its compliance committee. The purpose of this letter is to provide a comprehensive legal and factual clarification, supported by documentary evidence, to directly address those concerns and respectfully request that you proceed with the issuance and registration of a total of 111 ordinary shares in Vital Seeds (the "**Shares**"), at the first stage, in the Trustees' name.

We understand your primary concerns relate to the legal status of Parnasa, the authority of the undersigned, and the integrity of the underlying Share Purchase Agreements ("**SPAs**"). We wish to address each point directly.

1. Legal Status of Parnasa Management Basad Ltd.

We wish to clarify a critical legal point regarding your understanding that Parnasa has been "dissolved." Parnasa has **not** been dissolved. On August 12, 2024, the Court declared Parnasa insolvent and ordered it into liquidation proceedings, appointing us, as Trustees, to manage this process.

Under Israeli law, a company in liquidation, such as Parnasa, continues to exist as a distinct legal entity. Dissolution is a separate and final step that occurs only at the conclusion of the liquidation process, which is expected to take several years.

2. Legal Authority of the Trustees

Upon appointment by the Court, the Trustees, Adv. Ilan Shavit-Stricks and CPA Chen Bardichev, legally replaced all prior corporate organs of Parnasa, including its board of directors and management. We are now the sole persons authorized to act on behalf of Parnasa, to manage its affairs, and to realize its assets for the benefit of its creditors. This authority includes enforcing Parnasa's contractual right to receive the shares due to it from Vital Seeds. In our capacity as Trustees for Parnasa (in liquidation), the Trustees are entitled to receive the shares in trust and to transfer them to the ultimate beneficial owners of the Shares, as ordered by the Court.

3. The Basis of the Share Entitlement

We understand that inconsistencies in the documentation previously provided created an impression of ***retroactive*** alteration. We want to assure you this is not the case and provide a clear, chronological account of the entitlements. The request for 111 shares is based on two separate, original agreements, with the current recipients determined by ***subsequent***, valid legal events.

To provide maximum clarity, the basis for the two tranches of shares is summarized below:

Share Entitlement	Original Beneficiary	Number of Shares	Governing Agreement	Legal Basis for Current Recipient
Tranche 1	Parnasa Management Basad Ltd.	61	Share Purchase Agreement dated December 19, 2021	The court-ordered liquidation of Parnasa, whereby the Trustees now act as the sole legal representative of the corporate entity.
Tranche 2	Mr. Eli Gross	50	Share Purchase Agreement dated	A subsequent, valid Deed of Assignment

			December 19, 2021	transferring Mr. Gross's rights under the SPA to the Trustees.
Total		**111**		

As the table illustrates:

- **The 61 shares** were always due to the entity Parnasa Management Basad Ltd. under its original, unaltered 2021 SPA (attached). The liquidation proceeding is a ***subsequent*** event that changed Parnasa's *management*, not its entitlement. As Vital Seeds has not yet issued these shares, the Trustees, as the legal representatives of Parnasa, are the proper recipients.
- **The 50 shares** were originally due to Mr. Eli Gross under his separate, original, unaltered 2021 SPA (attached). Mr. Gross has since agreed to execute a formal Deed of Assignment, transferring his right to receive these shares to the Trustees in their capacity as Trustees. As Vital Seeds has not yet issued these shares, the Trustees are the proper recipients by virtue of such assignment.

To substantiate this, we are attaching, fully executed copies of the two original SPAs from December 19, 2021. We will later forward the formal Deed of Assignment from Mr. Gross.

4. Transparency Regarding Beneficial Ownership

To fully address your compliance requirements, we wish to be completely transparent about the purpose for which we, in our capacity as Trustees, will hold the Shares. The Trustees will hold the Shares in trust for the ultimate beneficial owners ("**UBOs**"), who are the underlying beneficial owners of the Shares.

For the purpose of your KYC and UBO due diligence, we have attached a *detailed schedule* listing the names of all beneficiaries and their respective pro-rata entitlements in the Shares. It is noted for full transparency that, pursuant to our fee agreement as approved by the Court, 11 of the 111 Shares are allocated to the Trustees as part of our professional fees for managing these complex proceedings. The remaining 100 shares will be held in trust and ultimately distributed to the beneficiaries as directed by the Court.

We trust that this detailed explanation and the accompanying documentation resolve the ambiguities previously identified by your compliance committee. We have endeavored to provide a clear and verifiable audit trail for this transaction, grounded in the original, unaltered agreements and subsequent, valid court orders and legal acts.

Should you or the compliance committee require any further comfort to proceed, please be advised that we are prepared to apply to the Israeli Court to procure a specific judicial order. This order would explicitly confirm our authority to receive these specific shares and direct Vital Seeds to issue and register the 111 Shares in our name as Trustees. We offer this as a collaborative measure to provide you with a robust and definitive legal basis upon which to act.

For your reference, the Trustees' website is www.besadno-i.co.il. You may translate the website and all judicial decisions from the beginning of the liquidation process by using https://translate.google.com.

We kindly request that you review the attached documentation and confirm that you are able to proceed with the issuance and registration of the 111 Shares in the name of **"Advocate Ilan Shavit-Stricks and CPA Chen Bardichev, as Trustees for Parnasa Management Basad Ltd. (in liquidation)"**.

We look forward to your reply.

Sincerely,

Advocate Ilan Shavit-Stricks & CPA Chen Bardichev
Court-Appointed Trustees for Parnasa Management Basad Ltd. (in liquidation)

Attachments:

1. Share Purchase Agreement between Vital Seeds I B.V. and Parnasa Management Basad Ltd. (December 19, 2021).
2. Share Purchase Agreement between Vital Seeds I B.V. and Mr. Eli Gross (December 19, 2021).
3. Schedule of Ultimate Beneficial Owners and Respective Entitlements.

From: Priya Jaspal | Westvaer <p.jaspal@westvaer.nl>
Date: Tuesday, July 8, 2025 at 5:20 AM
To: Talal Daas <tdaas@vital-seeds.com>
Cc: Marty Leiter <marty@leiteronline.com>
Subject: RE: Registration of shares per SPA' [WV_202506801.02]

Dear Talal,

Thank you for your follow-up messages and clarifications.

Following internal review and further deliberation, our compliance committee has reconfirmed its position: unfortunately, we will not be able to take on this matter.
This decision is in line with our internal policy, which requires a high degree of clarity and certainty in all transactions involving share transfers.

In this particular case, there remain too many ambiguities surrounding the transaction, including inconsistencies in the documentation provided and the status of the entities involved. As such, we do not feel sufficiently confident about the overall soundness and transparency of the proposed transaction.

We trust you understand that this decision is final and based solely on our internal compliance standards.

Met vriendelijke groet, with kind regards,

Priya Jaspal

Kandidaat-notaris | Deputy civil law notary
+31 85 01 33 669 | +31 6 82 06 33 74

westvaer
notarissen

Van: Talal Daas <tdaas@vital-seeds.com>
Verzonden: vrijdag 4 juli 2025 17:08
Aan: Priya Jaspal | Westvaer <p.jaspal@westvaer.nl>
CC: Marty Leiter <marty@leiteronline.com>
Onderwerp: Re: Registration of shares per SPA' [WV_202506801.02]

Dear Priya,

I hope this note finds you well.

I just wanted to check in with you to see if you could provide an update on the progress of registering the shares. When we spoke earlier in the week, you were waiting for feedback from of your office's compliance team.

Once again, I assure you and the compliance team, the information that will be provided for the registration of the shares will be provided directly by the Israeli court trustee. Therefore, the requirement of legitimacy and KYC compliance is backed by the representative of Israeli court.

Please nudge this forward at your end and let me know when we could have these shares registered.

Kind Regards,
Talal

From: Talal Daas <tdaas@vital-seeds.com>
Date: Tuesday, June 24, 2025 at 11:16 AM
To: Priya Jaspal | Westvaer <p.jaspal@westvaer.nl>
Cc: Marty Leiter <marty@leiteronline.com>
Subject: Re: Registration of shares per SPA'

Dear Priya,

Thank you for the candid feedback.
I need to clarify the situation and misunderstanding that is in place:

1. The SPA pertaining to the 50 shares, where a recipient name is missing, were never altered. This is how these were signed. These shares belong to Mr. Eliazer Gross, which were confirmed by his signature and several subsequent emails, which we can present.
2. Yes indeed, Parnasa Management Based Ltd is being managed by an Israeli court trustee. The court trustee will be the person who will provide the necessary information to complete the registration of the shares

Therefore, there is no reason to suspect any foul-play or illegitimacy in the registration of these shares.

Let's have a call at your convenience to address any concern your office may have in this matter.

Kind Regards,
Talal

From: Priya Jaspal | Westvaer <p.jaspal@westvaer.nl>
Date: Monday, June 23, 2025 at 11:06 AM
To: Talal Daas <tdaas@vital-seeds.com>
Cc: Marty Leiter <marty@leiteronline.com>
Subject: RE: Registration of shares per SPA'

Dear Talal,

As discussed, we have looked at the information you have provided us with. I have submitted it to our compliance committee and they have decided that our office is unfortunately unable to be of any assistance in this matter.

Reason being that on 17 June 2025 you have sent us the same SPA's as last year but in the one that you have sent to us on 17 June relating to the sale of 50 shares in Vital Seeds I B.V. the name of the purchaser seems to have been erased whereas the initials on the pages of the SPA are exactly the same as the ones on the original version which you have sent to us last year (whereby Mr. Gross was the purchaser). Therefor it gives the impression that the share transfer is supposed to be altered retroactively in some way.

Also the purchaser according to the second SPA (relating to 61 shares in Vital Seeds I B.V.), being Parnasa Management Basad Ltd, seems to have been dissolved by an Israeli court due to insolvency effectively early this year.

All in all, this creates too many unclarities and doubts for us and therefore we do not feel confident about the soundness and validity of the requested transaction.

Met vriendelijke groet, with kind regards,

Priya Jaspal

Kandidaat-notaris | Deputy civil law notary
+31 85 01 33 669 | +31 6 82 06 33 74

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Van: Talal Daas <tdaas@vital-seeds.com>
Verzonden: maandag 23 juni 2025 16:29
Aan: Priya Jaspal | Westvaer <p.jaspal@westvaer.nl>
CC: Marty Leiter <marty@leiteronline.com>
Onderwerp: Re: Registration of shares per SPA'

Dear Priya,

I hope this note finds you well.
Have you had a chance to review the information that I shared with you?

Awaiting your feedback.

Kind Regards,
Talal

From: Talal Daas <tdaas@vital-seeds.com>
Date: Tuesday, June 17, 2025 at 7:30 AM
To: Priya Jaspal <P.Jaspal@westportnotarissen.nl>
Cc: Marty Leiter <marty@leiteronline.com>
Subject: Registration of shares per SPA'

Dear Priya,

As always, it was a pleasure speaking with you.
As we discussed, attached please find copies of the Stock Purchase Agreements according to which shares are to be transferred.
Please let me know the information you need from the recipients of the shares to have these shares registered in their names.

Kind Regards,
Talal

Talal Daas
Chief Executive Officer

VITAL
SEEDS

Vital Seeds, Inc.
Office: +1 630 416 6795
Mobile: +1 630 362 0245 (WhatsApp)
tdaas@vital-seeds.com

www.vital-seeds.com
LinkedIn

נספח 12

העתק תכתובות דוא״ל (3) (מיום 12.10.2025-23.11.2025)

עמודים 93 עד 101

Chen Sedbon

מאת:	Ilan Shavit-Stricks
נשלח:	יום ראשון 23 נובמבר 2025 19:27
אל:	'tdaas@vital-seeds.com; kdaas@vital-seeds.com; 'Kamel Daas
עותק:	Marty Leiter; Chen Sedbon; 'Eliezer Gross'; 'Tomer Cohen'; Tali Portal; Chen Bardichev
נושא:	RE: Notice of Breach and Demand for Immediate Restitution
חשיבות:	גבוהה

Talal,

With reference to your brazen email, it seems there is no limit to your audacity. Accordingly, I reject on behalf of the Trustees your unfounded claims. The Trustees view your conduct as criminal, fraudulent, and deceptive, and will not overlook it.

All the Israeli court decisions appear at the Trustees' Besadno liquidation website at www.besadno-i.co.il. Dr. Ilan Cohn is familiar with these decisions. You have full access to review them at any time.

Your unfounded claims are an attempt to create an artificial reality with no basis in fact and will not help any of the involved parties escape liability. We will reach the responsible parties in every jurisdiction, regarding the funds misappropriated from Besadno's investors or lenders.

As you are probably aware, investor fraud is treated with the utmost seriousness by U.S. courts and may result in significant penalties. In this case, you and your brother Kamel, have misappropriated a sum of Euro 1.2 million (principal only, not including accrued interest) from investors and lenders of Parnasa. In the Trustees' view, you and your brother Kamel are personally liable to repay the misappropriated funds.

The Trustees reiterate the demand that you and your brother, Kamel, immediately cease and refrain from all transaction, transfer, or disposition of Vital Seeds' and your personal assets, in every jurisdiction, including but not limited to assets in Chicago, IL.

The Trustees consider you and your brother Kamel as personally liable to all the fraudulent and deceptive representations and actions intended to defraud Parnasa's investors and lenders, and to the restitution of the misappropriated funds.

The Trustees consider both you and your brother Kamel, jointly and severally, as authorized partes to receive service of court documents on behalf of all parties involved. We will see you in court.

This message is sent without prejudice to any and all rights, claims, or remedies available to Parnasa and/or the Trustees under applicable law in all jurisdictions. Nothing herein shall waive or limit any further claim, rights or remedies not expressly stated herein.

Ilan

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Zadok Law Offices | חיים צדוק ושות' עורכי דין

Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
[illegible]
Phone: [illegible]
Fax: [illegible]
[illegible]
[illegible]
[illegible]

From: Talal Daas <tdaas@vital-seeds.com>
Sent: Friday, November 14, 2025 7:30 PM
To: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Cc: ilanc@cds-ip.co.il; ' "טלי פורטל <tali@abg.co.il>; 'Tomer Cohen' <tomercohen@besadno.com>; 'Eliezer Gross' <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>; marty@leiteronline.com; chen@abg.co.il; 'Kamel Daas' <kdaas@daastech.net>
Subject: Re: Notice of Breach and Demand for Immediate Restitution

Mr. Shavit,

We categorically and unequivocally reject your claims and accusations as **entirely baseless, unfounded, and misleading.**

We hereby draw your attention, and that of all relevant parties, to the attached correspondence from **Mr. Entafianos Entafianos**, legal counsel of **Vital Seeds I B.V.**, dated **January 15, 2025**, the content of which your office appears to have willfully disregarded.

1. In Articles 2 and 3 of the attached correspondence, Mr. Entafianos expressly requested that your office provide certified copies of the relevant **court orders**, which your office has failed and continues to fail to produce.
2. In our email communication dated **October 21, 2025**, we explicitly stated the following:
   "7. Regarding the Shareholders' Agreement:
   We expect full transparency on your part and request to be kept informed of all court decisions and developments in the insolvency proceedings."

To date, your office has **not provided** any of the requested documents or disclosures concerning the court proceedings involving **Vital Seeds I B.V.** or any related claims presented to the court.

Your office's ongoing **belligerence, defamatory communications, material omissions, and deliberate misrepresentation of facts** are causing **irreparable harm** to Vital Seeds I B.V., its stakeholders, and its directors. All affected parties **reserve their full legal rights** to initiate proceedings against your office to seek restitution and other remedies available under **Israeli and Dutch**.

Furthermore, **the stakeholders of Vital Seeds I B.V.** expressly reserve their rights to pursue legal action against **Besadno, Parnasa, and their respective management teams** for **misrepresentation of facts** and **unlawful misappropriation of shares.**

Sincerely,
Talal Daas
On behalf of the Board of Directors
Vital Seeds I B.V.

From: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Date: Friday, November 7, 2025 at 8:18 AM
To: Talal Daas <tdaas@vital-seeds.com>
Cc: Ilan Cohn <ilanc@cds-ip.co.il>, "טלי פורטל' <tali@abg.co.il>, 'Tomer Cohen' <tomercohen@besadno.com>, Eliezer Gross <elig@Besadno.com>, Chen Sedbon <Chen@zadokco.co.il>, Marty Leiter <marty@leiteronline.com>, "chen@abg.co.il" <chen@abg.co.il>, 'Kamel Daas' <kdaas@daastech.net>
Subject: Notice of Breach and Demand for Immediate Restitution

Talal,

I have read your response and must express my profound disappointment. It seems that you do not understand or are trying to evade the gravity of the situation. No amount of correspondence or written justification in your email can alter the underlying facts or create a fictitious reality. A huge amount of funds has been fraudulently stolen – unfortunately, that is the only appropriate term. I am calling things as they are, since you owe at least repayment of Euro 1,200,000 (principal only, not including accrued interest) which was misappropriated from Parnasa investors and lenders.

The information available to the Trustees indicates that the conduct demonstrated jointly by you, your brother Mr. Kemal Daas, and the other officers of Vital Seeds I B.V. and Vital Seeds Inc., at your supervision and instructions, appears to constitute serious misconduct and may amount to criminal or fraudulent activity under applicable law. I believe that no jurisdiction worldwide, including the U.S., the Netherlands, and Israel, would tolerate it.

We, the Trustees cannot and will not overlook such actions. Accordingly, we shall pursue all legal remedies available to us, in any jurisdiction worldwide, to recover the funds that were wrongfully withheld or misappropriated.

As a first step, I urge you to advise your brother Kemal Daas, to provide immediately the competent Israeli authorities with all pertinent information concerning his part in the above-mentioned misconduct and fraudulent activities.

This notice is sent without prejudice to any and all rights, claims, or remedies available to Parnasa and/or the Trustees under applicable law in all jurisdictions. Nothing herein shall derogate from any further claim, rights or remedies not mentioned herein.

I regret that matters have come to this point. You have left me no other choice.

Ilan

Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
[illegible]
[illegible]
Chamber of Commerce House,
[illegible]
[illegible]

From: Talal Daas <tdaas@vital-seeds.com>
Sent: Tuesday, October 21, 2025 11:52 PM
To: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Cc: ilanc@cds-ip.co.il; ' 'טלי פורטל'<tali@abg.co.il>; 'Tomer Cohen' <tomercohen@besadno.com>; 'Eliezer Gross' <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>; marty@leiteronline.com; 'Kamel Daas' <kdaas@daastech.net>
Subject: Re: Vital Seeds I B.V. Outstanding Obligation to Parnasa

Dear Ilan,

Please find below our formal position regarding recent actions and communications concerning Vital Seeds I B.V. ("VSIBV" or the "Company"):

1. No Cause of Action Against the Directors of Vital Seeds I B.V.
There is no cause of action against the directors of Vital Seeds I B.V., Mr. Talal Daas and Mr. Marty Leiter. The directors have acted lawfully, in good faith, and strictly within the scope of their authority and duties as prescribed by law and the Company's governing documents.

2. No Cause of Action Against Mr. Kamal Daas
There is no cause of action against Mr. Kamal Daas, as he is not and has never been a director or officer of the Company.

3. Actions Requiring Court Authorization Under the Insolvency and Financial Rehabilitation Law, 2018
Any action taken against the aforementioned individuals without the express authorization of the competent court constitutes a prohibited act under the *Insolvency and Financial Rehabilitation Law, 2018*, particularly where such actions are directed at individuals rather than the corporate entity (the Company).

Furthermore, if the trustee intends to conduct any investigative measure pursuant to Section 281 of the Law, such action requires prior judicial approval. The trustee's demand that Mr. Kamal Daas refrain from leaving the country and/or provide information or materials from his private bank account constitutes an overreach of authority, a breach of good faith, and a violation of established legal norms and professional conduct.

4. Right to Relief for Damages Caused by the Trustee's Actions
Should any damage be caused to Messrs. Kamal, Talal, or Marty as a result of the trustee's actions or omissions, they reserve the right to seek appropriate remedies under Section 54 of the Law, which provides:

"Whoever was aggrieved or whoever might be aggrieved by the decision of the trustee or by an action that the trustee performed or intends to perform, or an omission of the trustee, may apply to the Court and request a revocation or modification of the decision or the action or give any other instruction that he deems fit."

5. Right to Report to the Supervisory Authority
The above-named individuals further reserve the right to contact the supervising authority responsible for the insolvency proceedings to inform it of the trustee's conduct and intentions to act without proper court authorization—both generally and specifically in relation to Mr. Kamal Daas and the Company's directors.

6. Regarding the Loan Agreement Between Parnasa Management Basad Ltd. ("Parnasa") and VSIBV
The Company is making every reasonable effort and is acting diligently and continuously to fulfill its obligations and advance the project, including engaging with potential investors, with the objective of repaying the loan in full at the earliest opportunity. This process, however, requires a reasonable period of time and cannot be effected through immediate repayment as currently demanded.
We therefore invite you to submit a current and practical proposal for restructuring or rescheduling the loan repayment terms.

7. Regarding the Shareholders' Agreement
We expect full transparency on your part and request to be kept informed of all court decisions and developments in the insolvency proceedings.

Kind regards,
Talal Daas
Director
Vital Seeds I B.V.

From: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Date: Thursday, October 16, 2025 at 3:18 PM
To: Marty Leiter <marty@leiteronline.com>, Talal Daas <tdaas@vital-seeds.com>, "kdaas@vital-seeds.com" <kdaas@vital-seeds.com>, 'Kamel Daas' <kdaas@daastech.net>
Cc: Ilan Cohn <ilanc@cds-ip.co.il>
Subject: RE: Vital Seeds I B.V. Outstanding Obligation to Parnasa

Dear Marty,

It's not personal, it's business. Huge amounts of money invested in Vital Seeds out of the money of Parnas's creditors, investors and lenders, who are pushing to get their money back.

Without rescinding the contents of my email below, the Trustees will not take any legal action in court before October 22, expecting to receive a substantive and meaningful reply to my email below, which may satisfy the creditors, investors and lenders, and which can be approved by the Bankruptcy Court.

Meanwhile, during this interim period, I reiterate that Mr. Kamel Daas is expected to heed the Trustees' demands with regard to not leaving the country, and to providing his personal bank statements, as stated in my email below.

Ilan

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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
[illegible]
Phone: 972-3-6254000
Fax: 972-3-6254040
Chambers of Commerce House,
84 Hahashmonaim St., Tel Aviv [illegible] Israel
www.zadok-law.com

From: marty@leiteronline.com <marty@leiteronline.com>
Sent: Thursday, October 16, 2025 10:47 PM
To: Ilan Shavit-Stricks <ilans@zadokco.co.il>; tdaas@vital-seeds.com; kdaas@vital-seeds.com; 'Kamel Daas' <kdaas@daastech.net>
Cc: ilanc@cds-ip.co.il; ' 'ברדיצב חן רו"ח<chen@abg.co.il>; ' 'טלי פורטל<tali@abg.co.il>; 'Tomer Cohen' <tomercohen@besadno.com>; 'Eliezer Gross' <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>
Subject: RE: Vital Seeds I B.V. Outstanding Obligation to Parnasa

Dear Ilan,

We received your email on October 12th asking for a response within 10 days. We are currently working on that response which is due by October 22nd. Therefore, we are confused by this follow up communication which is not following your own instructions. Please rescind immediately.

Best,

Marty Leiter

From: Ilan Shavit-Stricks <ilans@zadokco.co.il>
Sent: Thursday, October 16, 2025 2:37 PM
To: tdaas@vital-seeds.com; kdaas@vital-seeds.com; Marty Leiter <marty@leiteronline.com>; Kamel Daas (kdaas@daastech.net) <kdaas@daastech.net>
Cc: ilanc@cds-ip.co.il; ברדיצב חן רו"ח(chen@abg.co.il) <chen@abg.co.il>; טלי פורטל<tali@abg.co.il>; Tomer Cohen <tomercohen@besadno.com>; Eliezer Gross <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>
Subject: RE: Vital Seeds I B.V. Outstanding Obligation to Parnasa
Importance: High

Dear all,

Unfortunately, in absence of any reference to the above matter, as reflected in my mail below, we, the Trustees have no choice but to take all necessary legal action against the entities and directors & officers involved, including, inter alia, bankruptcy proceedings, pecuniary claims, attachment of liens, actions for fraud and misrepresentation. For the sake of good order, Mr. Kamel Daas is going to receive soon a summons for an inquiry in the Bankruptcy Court / before the Commissioner of Insolvency, in order to provide answers regarding the collapse of the Vital Seeds companies' business affairs, and the misappropriation of the principal loan balance (not including interest) in the amount of 1.2 million Euros which was not repaid to Parnasa, the lender, which expects full repayment.

<u>Mr Kamel Daas:</u>
For good order's sake, as a first step, in order to avoid further escalation to the parties' relationship, you are hereby required to confirm that you will not leave Israeli territory and that you shall not take any action in your personal bank accounts. Also, please provide us, until October 20 at 12 p.m. Israel time, with your personal accounts bank statements.

For the avoidance of doubt, this letter is made without prejudice to any and all rights, claims and remedies available to Parnasa and the undersigned as Trustees, whether arising under the SPAs, the Loan Agreement, at law, or otherwise. All such rights, claims , and remedies are hereby expressly reserved in their entirety.

Ilan

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Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner
Phone: 972-3-6254000
Fax: 972-3-6254040
Chamber of Commerce House,
84 Hahashmonaim St., Tel Aviv, Israel

From: Ilan Shavit-Stricks
Sent: Sunday, October 12, 2025 9:21 AM
To: tdaas@vital-seeds.com; Marty Leiter <marty@leiteronline.com>
Cc: 'ilanc@cds-ip.co.il' <ilanc@cds-ip.co.il>; חן רו"ח ברדיצב(chen@abg.co.il) <chen@abg.co.il>; טלי פורטל <tali@abg.co.il>; Kamel Daas (kdaas@daastech.net) <kdaas@daastech.net>; Eliezer Gross <elig@Besadno.com>; Chen Sedbon <Chen@zadokco.co.il>
Subject: Vital Seeds I B.V. Outstanding Obligation to Parnasa
Importance: High

Dear Talal and Marty,

Hope that you are well.

Following the discussion in our Teams call on September 18, 2025, and the Trustees' subsequent assessment of the situation, considering the pros and cons, we are writing to inform you of our definitive resolution to achieve a final and comprehensive solution to all outstanding financial issues between Vital Seeds I B.V. (the "Company") to Parnasa Management Basad Ltd. ("Parnasa"). A piecemeal approach is no longer viable. We urge you to promptly provide us with your position to ***<u>all</u>*** outstanding financial issues outlined below.

As you stated in our Teams call, it is critical to "put all the open issues behind us, so that we can start focusing on the business" and that the current situation "throws all of our fundraising in the limbo." As we have emphasized on several occasions upon our appointment as Parnasa's Trustees, our mandate from the Court and our duty to

Parnasa's creditors and investors compel us to pursue a complete and immediate solution to all outstanding issues with respect to the Company, as outlined in the attached draft Memorandum of Understanding ("MOU") previously sent for your reference on May 22, 2025.

1. **Issuance of SPA Shares:** We acknowledge your agreement to issue the shares owed under the Share Purchase Agreements ("SPAs"). We will proceed in an attempt to issue and register these shares with the Dutch notary as a preliminary, good-faith step. However, let us be unequivocal: this action resolves only the breach of the SPAs and does not address the far more crucial issue of the defaulted loan.
2. **Immediate Repayment of Loan Principal in Cash:** As you are aware, the Company is in material breach of the Loan Agreement for its failure to repay the €1,200,000 principal. Please note that in any case, the Trustees cannot and will not accept any framework, initiative, or proposal to convert this principal to equity. We demand the repayment of the principal in cash, as proposed in Section 4.1 of the MOU. As you recall, you emphasized the need for "clarity on all the open issues" to attract new investment. I may assume that repaying this debt is the only path to achieving the clean capital structure necessary to secure new investments for the Company's future. Please advise.
3. **Conversion of Accrued Interest to Equity:** It is unquestionable and non-negotiable that the loan arrears bear accrued interest. In our Teams call, due to your dilution concerns you expressed reluctance to convert interest into shares (as we had suggested in Sections 3.2 and 3.3 of the MOU). If this is the case, and you are not willing to issue additional shares in exchange for the accrued interest, please advise regarding your solution for paying all accrued interest. It is imperative that we finalize the interest matter now, rather than "going back and forth," which, as you noted in your own words, "is not good for anybody."

Finally, the Tel Aviv-Jaffa District Court has authorized the Trustees to initiate legal actions for these breaches in any jurisdiction against the Company and its directors and officers personally. If we do not receive your proposal to resolve in an amicable way all the outstanding issues outlined above within ten (10) business days, we will have no choice but to proceed with the necessary legal actions in any applicable legal jurisdiction.

We trust that you will recognize the gravity of this situation. We expect your prompt input to all outstanding issues outlined above.

For the avoidance of doubt, this letter and the proposals contained herein are made without prejudice to any and all rights, claims and remedies available to Parnasa and the undersigned as Trustees, whether arising under the SPAs, the Loan Agreement, at law, or otherwise. All such rights, claims , and remedies are hereby expressly reserved in their entirety.

Regards,

Ilan Shavit-Stricks, Adv. & Chen Bardichev, CPA Trustees of Parnasa Management Basad Ltd. (in liquidation)

ZADOK

Zadok Law Offices | חיים צדוק ושות' עורכי דין

Ilan Shavit-Stricks, Adv.
Head of Firm & Senior Partner

ilans@zadokco.co.il

Phone: 972-3-6254000
Fax: 972-3-6254040

Chamber of Commerce House,
84 HaHashmonaim St., Tel Aviv 6713203, Israel

www.zadok-law.com

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נספח 13

(4) העתק תכתובות דוא״ל
(מיום 5.1.2026)

עמודים 103 עד 105

Chen Sedbon

מאת:	Chen Bardichev <chen@abg.co.il>
נשלח:	יום שני 05 ינואר 2026 17:49
אל:	Ilan Shavit-Stricks; Tali Portal; Tomer Cohen; Chen Sedbon; Eliezer Gross
נושא:	FW: Framework for Discussion and Potential Resolution

From: Talal Daas <tdaas@vital-seeds.com>
Sent: Monday, January 5, 2026 4:42 PM
To: Ilan Shavit-Stricks <ilans@zadokco.co.il>; Chen Bardichev <chen@abg.co.il>
Cc: Marty Leiter <marty@leiteronline.com>; Ilan Cohn <ilanc@cds-ip.co.il>; Mordechai mendelovitz <mordeche@gmail.com>
Subject: Re: Framework for Discussion and Potential Resolution

Corrected!

Parnasa, Cout Trustees, et al.,

The directors of Vital Seeds I B.V. continue, on a best-efforts basis, to identify and secure potential third-party investment to advance the contemplated production facility in the Netherlands. While no assurances can be provided as to timing or outcome, the successful realization of such a facility, if achieved, is expected to benefit all stakeholders.

Vital Seeds I B.V. ("VSIBV") remains open to constructive and commercially reasonable discussions with Parnasa and/or the court-appointed trustee with a view toward exploring a mutually acceptable resolution of the matters currently outstanding between the parties. The proposals outlined below are provided solely as a framework for dialogue, are non-binding, and are subject to further agreement, applicable approvals, and the execution of definitive documentation.

Proposed Discussion Framework

- The outstanding principal amount of €1.2 million may be considered for settlement through a potential conversion into additional shares of Vital Seeds I B.V., subject to mutual agreement.
- Any such conversion would be contemplated by reference to the most recent investment valuation of €44,000 per share, corresponding to approximately 27.27 shares in exchange for the principal amount.

For the Parties' information, Vital Seeds I B.V. intends to offer additional shares in its equity to raise immediately required working capital in the amount of €1.5 million. Any qualified recipient(s) electing to subscribe for such shares would be entitled to do so on the following indicative terms:

- An 8% discount to the applicable valuation, resulting in a purchase price of €40,480 per share. Any such offer would be conducted in full compliance with VSIBV's articles of association.
- Any issuance and registration of shares would be conditional upon the recipient(s) satisfying all applicable European regulatory, financial, and KYC requirements. Any associated registration or compliance costs would be borne by the recipient(s).

This framework is provided in good faith to facilitate discussions only and does not constitute a commitment, representation, or admission of any kind. Any agreement would be subject to the completion of mutually acceptable definitive documentation and compliance with applicable law. All rights are expressly reserved.

Yours sincerely,

On behalf of Vital Seeds I B.V.

Talal Daas
Director

From: Talal Daas <tdaas@vital-seeds.com>
Date: Monday, January 5, 2026 at 8:20 AM
To: Ilan Shavit-Stricks <ilans@zadokco.co.il>, "chen@abg.co.il" <chen@abg.co.il>
Cc: Marty Leiter <marty@leiteronline.com>, Ilan Cohn <ilanc@cds-ip.co.il>, Mordechai mendelovitz <mordeche@gmail.com>
Subject: Framework for Discussion and Potential Resolution

Parnasa, Cout Trustees, et al.,

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Proposed Discussion Framework

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- Any such conversion would be contemplated by reference to the most recent investment valuation of €44,000 per share, corresponding to approximately 27.27 shares in exchange for the principal amount.

For the Parties' information, Vital Seeds I B.V. intends to offer additional shares in its equity to raise immediately required working capital in the amount of €1.5 million. Any qualified recipient(s) electing to subscribe for such shares would be entitled to do so on the following indicative terms:

- An 8% discount to the applicable valuation, resulting in a purchase price of €33,000 per share. Any such offer would be conducted in full compliance with VSIBV's articles of association.
- Any issuance and registration of shares would be conditional upon the recipient(s) satisfying all applicable European regulatory, financial, and KYC requirements. Any associated registration or compliance costs would be borne by the recipient(s).

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Yours sincerely,

On behalf of Vital Seeds I B.V.

Talal Daas
Director