

Annexure "A": Schedule 1

Name of Borrower	
Registration number / ID number of Borrower	
Subscription Agreement	
Name of Contact Person	
Tel number:	
E-mail address:	
Chosen domicilium address (physical address)	

INITIAL HERE:

LOAN AGREEMENT

Annexure "A": Schedule 2

MEMORANDUM OF AGREEMENT made and entered into by and between:

THE BORROWER

of the first part;

(hereinafter "**the borrower**")

and

THE LENDER

of the second part;

IMPACT INVESTMENT CASH MANAGEMENT FUND

(hereinafter "**the Lender**")

Together known as "**The Parties**"

INITIAL HERE:

Date: _____ 2020

LOAN DETAILS AS ENTERED INTO BY AND BETWEEN:

The Parties: (1) The Borrower
(2) The Lender

THE PARTIES HEREBY AGREE AS SET OUT HEREUNDER:

1. Introduction

- 1.1 The Borrower has subscribed for _____ (_____) **Subscription Shares** in **Share Class** _____ of the SARS authorised Section 12J VCC, namely **Impact Empowerment Ventures Pty Ltd** (VCC-0135) with a loan from the Lender.
- 1.2 The Subscription Price is **R 100 000.00** per share,
- 1.3 Section 12J Certificate number: _____ (Cession of VCC Shares, as per Annexure B.)
- 1.4 The Lender loaned the **Capital Amount** of **R** _____ to the Borrower under the terms and conditions set out in the Loan Agreement.
- 1.5 The Parties wish to record in writing herein, in respect of the above matters and matters ancillary thereto.

2. Defining the Loan (as per paragraph 2.1.11 of the Loan Agreement)

- 2.1 Loan Amount: **R** _____ (_____ RAND)
- 2.2 Securing Deposit paid: **R** _____ (Received by Impact on _____)
- 2.3 The Tax Refund Amount has been Ceded as per Annexure D, as at **February 20__** and has been calculated by the Borrower as **R** _____. The Borrower shall commit to pay this amount to the Lender upon signing of this Schedule 2.
- 2.4 The Capital Amount outstanding upon receipt by the Lender of the Tax Refund Amount will be: **R** _____.
- 2.5 This Capital Amount, as per paragraph 2.1.7 of the Loan Agreement, will be reduced throughout the Investment Period by;
 - 2.5.1 A further deposit made by the Borrower at any time.
 - 2.5.2 The annual receipt, as per the Cession of VCC Dividends (Annexure C).
- 2.6 The above values will be reduced to a single invoice for the Parties accounting purposes (Annexure A, Schedule 3).
- 2.7 The outstanding Capital Amount shall be calculated on the day after any deposit is received by the Lender, and on the last working day of the tax season, throughout the Investment Period.

INITIAL HERE:

SIGNED at _____ on this _____ day of _____ 20 ____ in
the presence of the undersigned witnesses.

AS WITNESS: _____

Name: _____

THE BORROWER

Name: _____
on behalf of the Borrower

SIGNED at _____ on this _____ day of _____ 20 ____ in
the presence of the undersigned witnesses.

AS WITNESS: _____

Name: _____

THE LENDER

Name: **Christopher John Hart**
on behalf of the Lender
Capacity: Director of Impact Investment Management Pty Ltd
warranting that he is duly authorised

INITIAL HERE:

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