

IMPACT CASH MANAGEMENT FUND

CESSION IN SECURITATEM DEBITI AND PLEDGE

entered into between

IMPACT CASH MANAGEMENT FUND

Herein referred to as "the Cessionary"

and

(Identity No: /Registration No: _____)

Herein referred to "the Cedent"

1. INTERPRETATION

In this Agreement:

- 1.1. any expression not defined in clause 1.2 but defined in the Loan Agreement will have the meaning assigned to such expression in the Loan Agreement;
- 1.2. the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:
 - 1.2.1. **"this Agreement"** means the cession in securitatem debiti and pledge set out in this document;
 - 1.2.2. **"Ceded Rights"** means the Cedent's right, title and interest in and to the dividend rights of the Subscription Shares, that is the VCC Shares, as per The Client Agreement;
 - 1.2.3. **"Loan Agreement"** means the written loan agreement between the Cessionary (as the Lender) and the Cedent (as the Borrower) to which this Agreement is attached;
- 1.3. **"Parties"** means the parties to this Agreement, being the Cessionary (Lender) and the Cedent (Borrower), and **"Party"** means any one of them as indicated by the context;
- 1.4. **"Subscription Shares"** or **"VCC Shares"** means the shares the investor subscribes for in the Subscription Agreement and, as per the Definition in the Client Agreement.
- 1.5. **"Subscription Agreement"** means the subscription agreement to subscribe for shares in the VCC (VCC Shares) concluded between Borrower/investor and the VCC and pack of the onboarding documents/agreements.

2. INTRODUCTION

- 2.1. In terms of the Loan Agreement, the Cessionary (the Lender) has lent the Capital Amount to the Cedent (the Borrower). The sole objective of the Loan is to use and apply the Capital Amount for the purpose of acquiring Subscription Shares under and in terms of the Subscription Agreement.
- 2.2. The Lender required security for the Loan and as a holder of Subscription Shares, the Borrower was willing, as part of such security, to cede his rights to dividends to the Lender, in part repayment of the Loan. In this regard the Borrower has authorised the VCC to pay all dividends payable to the Borrower directly to the Lender for as long as any amounts are due under the Loan Agreement.
- 2.3. The provisions of the Loan Agreement will apply to this Agreement in the same way as they apply to the Loan Agreement.

3. CESSION

- 3.1. As part repayment of the Loan, the Cedent hereby cedes the Ceded Rights to and in favour of the Cessionary for the due, proper and timely repayment of the Loan.
- 3.2. It is the intention of the Parties that the cession in terms of 3.1 operates as a cession in securitatem debiti in terms of which the Cessionary has exercised its right to the Ceded Rights, which cession will terminate once the Cedent has fulfilled all his obligations under and in terms of the Loan Agreement.

- 3.3. This Agreement and the pledge and cession incorporated herein are without prejudice and are in addition to, and not in substitution of, any other security which may have been granted by the Cedent and/or any other Party to the Cessionary. The validity and/or operation of any such other security will not be affected by this Agreement.

4. DURATION AND TERMINATION

- 4.1. This Agreement comes into effect on the Advance Date and will terminate once the Cedent has fulfilled all his obligations under and in terms of the Loan Agreement.
- 4.2. At termination of this Agreement, the Cessionary will return the Ceded Rights to the Cedent by way of cession.
- 4.3. The Cessionary hereby undertakes to inform the VCC of the termination of this Agreement.

5. DELIVERY AND REPORTING

- 5.1. Within two (2) weeks of receipt thereof, the Cedent will deliver to the Cessionary all documents and/or instruments that evidence title to, or otherwise relate to, the Ceded Rights not already delivered to the Cessionary.
- 5.2. The Cedent authorises the Cessionary to:
- 5.2.1. notify the VCC of this Cession; and
 - 5.2.2. deliver a copy of Annexure "E", in which the Cedent authorises the VCC to pay all dividends directly to the Cessionary, to the VCC.

6. WARRANTIES

- 6.1. The Cedent warrants, represents and undertakes in favour of the Cessionary that:
- 6.1.1. the Cedent is or will be the sole and beneficial owner of the Subscription Shares from which the Ceded Rights arise;
 - 6.1.2. the Cedent has not ceded, pledged, hypothecated or otherwise encumbered the Ceded Rights in any way whatsoever;
 - 6.1.3. the Cedent will not alienate or encumber, or attempt to alienate or encumber, any of the Ceded Rights;
 - 6.1.4. the Cedent will not exercise or purport to exercise any right attaching to or constituting part of the Ceded Rights without the written consent of the Cessionary;
 - 6.1.5. the Cedent will not amend or purport to amend any of the terms or rights constituting part of or pertaining to the Ceded Rights without the written consent of the Cessionary; and
 - 6.1.6. the Cedent will immediately advise the Cessionary if any of the provisions of this Agreement are, or may be, breached.

7. LIMITATION OF THE CESSIONARY'S LIABILITY

- 7.1. The Cessionary will not be liable to the Cedent for any loss or damage that the Cedent may suffer or sustain due to –
 - 7.1.1. the Cessionary exercising any of its rights under this Agreement; or
 - 7.1.2. any omission or delay by the Cessionary, including its failure to insure or protect the Cedent's interests in the Ceded Rights.

8. INDEPENDENT ADVICE

- 8.1. The Cedent acknowledges that it has been free to secure independent legal, tax, accounting and/or other advice as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent legal, tax, accounting and/or other advice or dispensed with the necessity of doing so.

SIGNED AT _____ **on this** _____ **day of** _____ **20** _____

in the presence of the undersigned witness:

AS WITNESSES:

FOR THE CEDENT

Name: _____

Name: _____

Duly authorised

IF MARRIED IN COMMUNITY OF PROPERTY:

SIGNED AT _____ **on this** _____ **day of** _____ **20** _____

in the presence of the undersigned witness:

AS WITNESSES:

CEDENT'S SPOUSE

Name: _____

Name: _____

SIGNED AT _____ **on this** _____ **day of** _____ **20** _____

in the presence of the undersigned witness:

AS WITNESSES:

FOR THE CESSIONARY

Name: _____

Christopher John Hart

Duly authorised