**LINKED UNIT :**

**{{ erf\_number }}**

SECURED DEBENTURE SUBSCRIPTION AGREEMENT

(Development Investment Loan Agreement)

|  |  |
| --- | --- |
| **SUBSCRIBER INFORMATION SCHEDULE** | |
| Registered Company Name or Full Individual Names: | {{ borrower }} |
| Registration number / ID number: | {{ company\_registration\_number }}  {{ investor\_id\_number }} |
| Members / Directors / Principals: (please include the ID numbers) | {{ members\_directors }} |
| {{ investor\_id\_number }} |
| Bank Account Holder: | {{ bank\_account\_holder }} |
| Bank Name: | {{ bank\_name }} |
| Account Type: | {{ bank\_account\_type }} |
| Bank Branch: | {{ bank\_branch }} |
| Account Number: | {{ bank\_account\_number }} |
| Branch Code: | {{ bank\_branch\_code }} |
| Physical Address: | {{ investor\_physical\_street }}, {{ investor\_physical\_suburb }} |
| {{ investor\_physical\_city }}, {{ investor\_physical\_province }} |
| {{ investor\_physical\_postal\_code }}, {{ investor\_physical\_country }} |
| Postal Address: | {{ investor\_postal\_street\_box }}, {{ investor\_postal\_suburb }} |
| Income Tax Reference No: | {{ income\_tax\_number }} |
| VAT number (if applicable): | {{ investor\_mobile }} |
| Primary Contact Number: | {{ investor\_landline }} |
| Email: | {{ investor\_email }} |
| Alternate Contact Person & Contact Number: |  |
| Marital Status: (Yes or No) |  |
| In Community of Property, or Out: |  |

|  |  |
| --- | --- |
| **INVESTMENT PROJECT SCHEDULE** | |
| Name of Investment Project | Noble Global Asset Holdings Investment |
| Total Property Cost | R950,000 |
| Details of Investment Properties | Sections 3, 10, 14, 15, 16, 24, 27, 29, 30 of Scheme Endulini, Erf 222, Cnr Crammix & Kruis St, Brackenfell, Cape Town |
| Property | {{ erf\_number }} |
| Debenture Subscription Price | R 100.00 |
| Subscription price per Subscriber Debenture | R1.00 |
| Number of Subscriber Debentures | 100 |
| Debenture Interest Rate | 14% |
| Trust | Noble Shield 4 Security Trust, Master’s Reference Number IT 001050/2024(C) |

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**Annexure A LAYOUT PLAN**

**Annexure B SECTIONAL PLAN**

**Annexure C INSTRUCTION MANDATE**

# PARTIES

The Parties to this Agreement are –

* 1. the person named in the Subscriber Information Schedule;
  2. Opportunity Capital Investments (RF) Limited;
  3. Noble Global Asset Holdings Proprietary Limited; and
  4. the Trust,

who agree as set out below.

# DEFINITIONS AND INTERPRETATION

* 1. In this Agreement, unless the context clearly indicates a contrary meaning –
     1. **Agreement** means this Secured Debenture Subscription Agreement (Development Investment Loan Agreement);
     2. **Attorneys** means Ilismi Du Toit of Laäs & Scholtz Inc, Queen Street Chambers, 33 Queen Street, Durbanville; Tel: 021 975 0802; Email: [ilismi@lslaw.co.za,](mailto:ilismi@lslaw.co.za) or such other attorneys as the Company may nominate in writing after the Signature Date;
     3. **Attorneys’ Trust Account** means the following trust account of the Attorneys:

|  |  |
| --- | --- |
| Name of Account: | Laäs & Scholtz Inc |
| Bank: | Standard Bank |
| Branch: | Parow Centre |
| Branch code: | 051001 |
| Account Number: | 27 22 555 05 |
| Client Ref: | NGAH / Surname |

* + 1. **Board** means the board of directors of the Company;
    2. **Companies Act** means the Companies Act, No 71 of 2008;
    3. **Company** means Opportunity Capital Investments (RF) Limited, registration number 2023/145202/06, a public company;
    4. **Days** means calendar days unless qualified by the word “Business”, in which instance a **Business Day** will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of South Africa from time to time;
    5. **Debenture** means a secured, non-voting debenture having the rights and obligations set out in this Agreement;
    6. **Debenture Interest** means the interest payable on the Debenture Subscription Price, at the Debenture Interest Rate;
    7. **Debenture Interest Rate** means the simple rate of interest set out in the Investment Project Schedule, calculated on a Day-to-Day basis and calculated on the actual number of Days elapsed and on the basis of a 365 (three hundred and sixty-five) Day year, or on the basis of a 366 (three hundred and sixty-six) Day year should a leap year be applicable;
    8. **Debenture Outstandings** means, at any time and in respect of a Debenture, the full amount of principal and interest due and payable at that time, fees and charges outstanding from time to time, and any other amounts due and payable under this Agreement, which at any time and from time to time have not been prepaid or repaid irrevocably, unconditionally and in full;
    9. **Debenture Subscription Price** or **Loan Amount** means the aggregate subscription price of the Subscriber Debentures as set out in the Investment Project Schedule;
    10. **Devco** means Noble Global Asset Holdings Proprietary Limited, registration number 2024/301217/07, a private company;
    11. **Devco Loan** means the loan advanced by the Company to Devco in tranches in accordance with clause 21.1;
    12. **FICA** means the Financial Intelligence Centre, No 38 of 2001;
    13. **Interest** means, collectively, the Debenture Interest and any Investment Account Supplemented Interest;
    14. **Investment Account** means the account held by Company with a highly reputable financial institution under the signatory mandate of the Trust;
    15. **Investment Account Interest** means the interest earned on the Debenture Subscription Price while invested in the Investment Account;
    16. **Investment Account Supplemented Interest** means the interest earned on the Debenture Subscription Price payable by the Company to the Subscriber, which interest is calculated at 2.75% (two point seven five percent) above the prevailing bank repo rate (simple interest per annum) adjusted to the first day of the month following any changes in the bank repo rate;
    17. **Investment Date** bears the meaning given to that term in clause 5.4;
    18. **Investment Project** bears the meaning ascribed thereto in the Investment Project Schedule;
    19. **Investment Project Schedule** means the schedule titled “Investment Project Schedule” on the page following the covering page of this Agreement;
    20. **Investment Properties** bears the meaning ascribed thereto in the Investment Project Schedule being the immovable properties on which the Investment Project has been constructed;
    21. **Legal Practice Act** means the Legal Practice Act, No 28 of 2014;
    22. **MOI** means the memorandum of incorporation of the Company;
    23. **Mortgage Bond** bears the meaning given to that term in clause 18.1;
    24. **Parties** means together the Subscriber, the Company, Devco, and the Trust;
    25. **Payment Date** bears the meaning given to that term in clause 5.4;
    26. **POPIA** means the Protection of Personal Information Act, No 4 of 2013;
    27. **Property** bears the meaning ascribed thereto in the Investment Project Schedule;
    28. **Release Date** means the date on which the Debenture Subscription Price, Investment Account Interest, or any portion thereof is released from the Investment Account to Devco for purposes of funding, which release will only happen upon written instruction from the Trust;
    29. **Repayment Date** means the date of registration of transfer of the Property or the Investment Properties, as the case may be, into the name of a third party purchaser pursuant to the sale of the Property or the Investment Properties, as the case may be, or any date prior to such events, which payment is in the sole discretion of the Company;
    30. **Repayment Notice** means, subject to the Status Report, the written notice that may be given by the Trust to the Company to make repayment of the Debenture Outstandings to the Subscriber within a specified timeframe, failing which the Trust, in its discretion and acting in the best interests of the Subscriber, may call on the security provided for in the Mortgage Bond and act on the provisions provided for in this Agreement to effect payment of the Debenture Outstandings to the Subscriber;
    31. **Signature Date** means the date of signature of the last signing Party to this Agreement, provided that all Parties sign this Agreement;
    32. **Status Report** means report called for from the Company by the Trust on the status of the Investment Project to determine when payment of the Debenture Outstandings to the Subscriber will take place and to establish the best course of action, which report will be called for 24 (twenty four) months after the Release Date and will be delivered by the Company to the Trust within 21 (twenty one) Business Days;
    33. **Subscriber** means the person set out in the Subscriber Information Schedule;
    34. **Subscriber Debentures** means the number of Debentures to be issued to the Subscriber as set out in the Investment Project Schedule;
    35. **Subscriber Information Schedule** means the schedule titled “Subscriber Information Schedule” on the covering page of this Agreement;
    36. **Total Investment Project Cost** means the estimated total funding required, which amount will be advanced to the Company by various debenture holders;
    37. **Total Property Cost** means the total cost of the Property as set out in the Investment Project Schedule;
    38. **Trust** means the trustees for the time being of the trust set out in the Investment Project Schedule; and
    39. other grammatical forms of a defined word or expression have a corresponding meaning.
  1. In this Agreement, unless clearly stated otherwise –
     1. a reference to (i) one gender includes the other genders, (ii) a natural person includes a juristic person, and the other way around, and (iii) the singular includes the plural, and the other way around;
     2. **business hours** are the hours from 08h30 to 17h00 on a Business Day;
     3. **include** means to include without limitation;
     4. **law** means a law that applies generally, and includes (i) the common law, and (ii) a statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or another legislative act of government (including local and provincial government), statutory body or regulatory body that has the force of law;
     5. **person** includes a company, close corporation, trust, partnership and other entity whether or not having separate legal personality;
     6. **writing** means readable writing in English, and includes email and any other form of electronic communication in the Electronic Communications and Transactions Act, No 25 of 2002;
     7. examples only illustrate and do not limit what else might be included;
     8. a reference to a Party includes a reference to its successors in title and assigns;
     9. substantive terms in this clause 2 have effect as if they were substantive terms in the body of the Agreement;
     10. a reference to a statute (i) is a reference to that statute as at the Signature Date and as amended or replaced, and (ii) includes regulations and other laws under that statute;
     11. a number of Days is determined by excluding the first and including the last Day or, where the last Day falls on a Day that is not a Business Day, the next Business Day;
     12. if the due date for doing something is a Day that is not a Business Day, then the due date is the next Business Day; and
     13. nothing in this Agreement is a term (stipulation) for the benefit of a person who is not a Party;.
  2. The heading of the Agreement and clause headings are for reference only and are not used to interpret the Agreement.
  3. When interpreting this Agreement no rule of interpretation applies which holds that this Agreement must be interpreted against the Party who drafted this Agreement.

# INTRODUCTION

* 1. Devco is the registered owner of the Investment Properties.
  2. Devco has established the Investment Project .
  3. The Property forms part of the Investment Project.
  4. Devco requires the Total Investment Project Cost for the purpose of funding.
  5. The Subscriber wishes to subscribe for Debentures and, in doing so, advance a *pro rata* portion of the Total Investment Project Cost (being the Debenture Subscription Price) to the Company.
  6. The Company, in turn, will advance the Total Investment Project Cost to Devco.
  7. Devco will apply the Total Investment Project Cost advanced to it by the Company for funding purposes.
  8. The Debenture will be secured by –
     1. the registration of a covering mortgage bond over the Investment Properties in favour of the Trust; and
     2. the fact that the Debenture Outstandings will be settled as a first draw on registration of transfer of the Property or the Investment Properties in the name of the purchaser thereof through the Attorneys and with the consent of the Trust.
  9. The Subscriber will automatically become a beneficiary of the Trust on the Signature Date.
  10. At the proper time –
      1. Devco will sell the Property to a third-party purchaser;
      2. Devco will settle the Devco Loan; and
      3. the Company will, in turn, settle all Debenture Outstandings.
  11. In this Agreement, the Parties record in writing their agreement about (i) the terms of the Debentures and the subscription for the Debentures, and (ii) related matters.

# SUBSCRIPTION

The Subscriber hereby subscribes for the Subscriber Debentures, on the Signature Date, at the Debenture Subscription Price, on the terms and conditions of this Agreement.

# PAYMENT OF DEBENTURE SUBSCRIPTION PRICE

* 1. The Subscriber will pay the full Debenture Subscription Price into the Attorneys’ Trust Account within 7 (seven) Days of the Signature Date.
  2. The Company will procure that the Debenture Subscription Price will, subject to clause 5.6, be transferred by the Attorneys to the Investment Account pending the Release Date.
  3. On payment of the Debenture Subscription Price into the Attorneys’ Trust Account, the Subscriber will furnish the Attorneys with proof of payment, and the Company will procure that the Attorneys allocate a reference number to the Debenture Subscription Price.
  4. The date on which the Debenture Subscription Price reflects in the Attorneys’ Trust Account will be referred to as the **Payment Date**, and the date on which the Debenture Subscription Price is transferred by the Attorneys to the Investment Account pursuant to this clause 5 will be referred to as the **Investment Date**.
  5. The amount in the Investment account will bear Investment Account Interest at the prevailing rate from the Investment Date to the Release Date, which Investment Account Interest will accrue to the Company.
  6. The Subscriber acknowledges that, before the Debenture Subscription Price can be transferred to the Investment Account as contemplated above, in order to comply with the provisions of FICA and the Legal Practice Act, the Subscriber will need to furnish the Attorneys with the relevant FICA documentation requested by the Attorneys.
  7. The Subscriber hereby renounces any claim for interest, where the claim arises from the Attorneys being unable to invest the Debenture Subscription Price as a result of the Purchaser not having properly complied with clause 5.6.
  8. The sum total of the Debenture Subscription Price and all other debenture subscription prices paid by various investors which are linked to the Property may not exceed the Total Property Cost by more than 2.5% (two point five percent).

# ISSUE OF THE SUBSCRIBER DEBENTURES

The Company will, upon payment by the Subscriber of the Debenture Subscription Price in accordance with clause 5 –

* 1. issue the Subscriber Debentures to the Subscriber, and record the Subscriber as the holder and owner of the Subscriber Debentures in the securities register of the Company; and
  2. issue and deliver to the Subscriber a certificate in respect of the Subscriber Debentures.

# RELEASE OF DEBENTURE SUBSCRIPTION PRICE FROM INVESTMENT ACCOUNT

* 1. It is specifically agreed that no portion of the Debenture Subscription Price or any Investment Account Interest will be released to Devco before the Mortgage Bond registered over the Investment Properties in favour of the Trust.
  2. The Trust may, from time to time, and as and when funding is required, in its sole discretion, instruct the release of the Debenture Subscription Price and Investment Account Interest, or any portion thereof, out of the Investment Account to Devco. The balance of the Debenture Subscription Price and Investment Account Interest, if any, will be retained in the Investment Account and will be released to Devco in such portions as instructed by the Trust from time to time.
  3. It is recorded that the Trust is the required signatory on the Investment Account for purposes of releasing funds to Devco.

# INTEREST

* 1. If and when the Trust instructs the release of the Debenture Subscription Price and/or the Investment Account Interest, or any portion thereof, from the Investment Account, the Subscriber will earn interest on the Debenture Subscription Price as follows:
     1. From the Investment Date to the Release Date, the Subscriber will earn Investment Account Supplemented Interest on the Debenture Subscription Price.
     2. From the Release Date to the Repayment Date, the Subscriber will earn Debenture Interest on the Debenture Subscription Price at the Debenture Interest Rate.
  2. All Interest will accrue, and be payable, on the Repayment Date. For certainty, the Subscriber will not be entitled to request payment of Interest on a date that is earlier than the Repayment Date.
  3. Before the Repayment Date, the Company will, from time to time, furnish the Subscriber with a statement which sets out the Interest that has notionally accrued.

# PAYMENTS

Despite anything to the contrary in this Agreement, the Attorneys, the Company and Devco may pay any amount directly to the other to simplify cash flow.

# PAYMENT OF DEBENTURE SUBSCRIPTION PRICE AND INTEREST

* 1. On the Repayment Date, the Company will –
     1. repay the Debenture Subscription Price to the Subscriber; and
     2. pay the Interest to the Subscriber.
  2. For certainty, the Subscriber will not be entitled to request repayment of the Subscription Price, or redemption of the Debentures, on a date that is earlier than the Repayment Date.
  3. On the Repayment Date, the Company will procure that the proceeds of the sale of the Investment Properties and/or any Investment Property, as applicable, will be paid to the Attorneys, and that the Attorneys will pay the Debenture Subscription Price and Interest to the Subscriber from such proceeds.
  4. To secure repayment of the Debenture Subscription Price and Interest to the Subscriber, neither the Investment Properties or any portion thereof may be released from the Mortgage Bond, without the required consent to release signed by the Trust and submitted to the Attorneys prior to registration of transfer.
  5. The Company may, at any time prior to a Repayment Date, in its sole discretion, without penalty, pay the full Debenture Subscription Price plus accrued Interest thereon, or any part thereof, to the Subscriber.
  6. The Company has no obligation towards Subscriber or the South African Revenue Service to report any Interest or other income earned under this Agreement by the Subscriber. The Subscriber will duly account for any income tax or other taxes on any Interest or other income earned under this Agreement.
  7. The Trust will call for a Status Report from the Company 24 (twenty four) months after the Release Date to determine the estimated Repayment Date. Subject to the findings in the Status Report, and in order to serve the best interest of the Subscriber, the Trust may issue a Repayment Notice to the Company in order to effect repayment to the Subscriber of the Debenture Subscription Price and Interest.

# GUARANTEE

Despite anything to the contrary contained in this Agreement, the Company hereby irrevocably guarantees that it will at least repay to the Subscriber an amount equal to the Debenture Subscription Price on the Repayment Date.

# NO VOTING RIGHTS

The Debentures carry no voting rights.

# RANKING OF DEBENTURES

All Debentures rank equal in all respects.

# REGISTER

* 1. The Company will keep a register of Debentures in compliance with the MOI and the Companies Act.
  2. Subject to the provisions of the MOI and such reasonable restrictions as the Company may impose will be open for inspection for at least 2 (two) hours (which hours will be determined by the Company) on every Business Day.

# DEBENTURE CERTIFICATES

* 1. All Debentures will be held in certificated form in accordance with the following provisions:
     1. The Company will issue certificates in respect of the Debentures issued to every holder of Debentures, complying with the requirements of the Companies Act, provided that –
        1. joint holders will be entitled to one certificate only in respect of the Debentures held by them jointly; and
        2. delivery of that certificate to any one of the joint holders will be good delivery to all of them.
     2. The Company will not be bound to enter in the register notice of any trust or to recognise any right of any other person to the Debentures or to the benefit of the Debentures.
     3. Each certificate will be signed by 1 (one) Director of the Company.
     4. Any signature referred to in clause 15.1.3 may be affixed to a certificate by electronic means.
     5. If any certificate is lost, destroyed or spoilt, upon proof thereof to the satisfaction of the Company and upon being provided with such indemnity and security as it may require, the Company will issue a substitute certificate in place of the original to the person entitled thereto.
     6. The Company will hold all certificates in custody for the Debenture holders for ease of administration. The Company will send a copy of the certificates to the Debenture holders by email.

# TRANSFER OF DEBENTURES

The Debentures will not be freely transferable and may only be transferred with the prior written consent of the Board on each occasion, which consent will be within the Board’s sole discretion.

# PROCEDURE FOR REDEMPTION

Against payment of the Subscription Price and Interest in accordance with clause 10.1, the Debentures will be redeemed and cancelled.

# MORTGAGE BOND

* 1. As security for the Total Investment Project Cost advanced to the Company, and the fulfilment of the obligations of the Company and Devco under this Agreement (specifically including the Devco Loan) and similar agreements to be concluded between the Company and further investors, Devco will register a covering mortgage bond (**Mortgage Bond**) over the Investment Properties in favour of the Trust to the value of the Total Investment Project Cost.
  2. The Mortgage Bond is or will have been registered simultaneously with registration of transfer of the Investment Properties in the name of Devco.
  3. If a sectional title scheme is opened on the Investment Properties, the Mortgage Bond will be converted to a sectional mortgage bond over all the units in the scheme.

# THE TRUST

* 1. From the Payment Date to the Repayment Date, the Subscriber will be a beneficiary of the Trust.
  2. The Subscriber and all other investors in respect of the Total Investment Project Cost will, subject to the provisions of this Agreement and similar agreements to be concluded between the Company and the other investors, be beneficiaries of the Trust.

# SALE OF THE INVESTMENT PROPERTIES

* 1. Despite anything to the contrary in this Agreement, should Devco at any time –
     1. receive an offer to purchase for the Investment Properties from a prospective purchaser; and
     2. in its sole discretion decide to sell the Investment Properties to such a prospective purchaser,

the net sale proceeds will, against registration of transfer of the Investment Properties in the name of the prospective purchaser and simultaneous cancellation of the Mortgage Bond be distributed in accordance with clause 20.2.

* 1. If the net sale proceeds –
     1. will be sufficient to settle the Total Investment Project Cost plus all interest thereon in full, the Company will repay the Debenture Subscription Price plus Interest thereon to the Subscriber, and the Subscriber Debenture will be redeemed and cancelled; or
     2. will not be sufficient to settle the Total Investment Project Cost plus all interest thereon in full, Devco will only be entitled to sell the property with the prior written consent of the Subscriber, all other holders of Debentures, and the Trust.

# DEVCO LOAN

* 1. The Company hereby lends to Devco an amount equal to the Debenture Subscription Price, subject to the terms and conditions of this clause 21.
  2. The loan to Devco will be used, advanced, bear interest, and be repaid or paid, in accordance with the terms of the Debentures as set out in this Agreement, with changes only required by the context.

# COMPANY UNDERTAKINGS

The Company and Devco will, for the duration of this Agreement –

* 1. advise the Subscriber of any fact or circumstance which may affect the Subscriber’s rights or security in terms of this Agreement, within 7 (seven) Business Days of becoming aware thereof; and
  2. not commit any act which would have been an act of insolvency in terms of the Insolvency Act, No 24 of 1936, had the Company or Devco been a natural person.

# RESOLUTIONS

The Parties (to the extent that they are not natural persons) will ensure that any and all resolutions necessary for the conclusion and due performance of this Agreement are passed by their respective directors, shareholders and/or trustees timeously.

# RISK AND REGULATORY

* 1. **The Subscriber is exposed to risk and liability equal to the Debenture Subscription Price. Neither the Company, Devco nor the Trust nor any of its agents makes any representation and/or guarantees as to the success of the Investment Project and the amount of return on investment to be made by the Subscriber, if any.**
  2. **The Subscriber acknowledges that the Company has not been registered, and is not obliged to register, as a regulated collective investment scheme pursuant to the Collective Investment Schemes Control Act, No 45 of 2002 (CISCA). Neither the Company, Devco, nor the Trust is licensed under CISCA or under the Banks Act, No 94 of 1990 (Banks Act) or under the Financial Advisory and Intermediary Services Act, No 37 of 2002 (FAIS). This Agreement does not constitute a solicitation or advertising from**

**any person in respect of which such solicitation or advertising would be prohibited, nor does it constitute or relate to the provision of a financial service to any person, the acceptance of any deposit or the solicitation of investment from any member of the public for investment in any collective investment scheme or bank. If this document is in the possession of anyone to whom its provision would be prohibited by CISCA, FAIS or the Banks Act, or any person to whom the distribution hereof would otherwise be prohibited by South African law, it should be returned immediately to the Company.**

* 1. **Investment in the Debentures carries risk and there can be no assurance that the investment objective will be achieved and past performance is not necessarily a guide to performance in the future. Investment in the Debenture is only suitable for investors who are in a position to understand and to take risks and satisfy themselves that such investment is appropriate for them in light of their circumstances and financial resources. If the Subscriber is in any doubt about the contents of this Agreement, its should consult its accountant, attorney, or other independent professional advisor.**
  2. **The Subscriber hereby confirms to the Company that it does not regard itself as a “member of the public” as contemplated in the Banks Act.**

# OBJECTION TO INVESTMENT PROJECT

The Subscriber undertakes to the Company and its shareholders, and Devco, that while it is a Subscriber, and for a period of 24 (twenty four) months thereafter, it will not, and will procure that no one on its behalf, will be engaged, concerned or interested (either directly or indirectly and whether on its own behalf or on behalf of or in association with others and in any capacity whatsoever) in any objection to the Investment Project.

# PAYMENTS

All payments made under this Agreement will be made by electronic funds transfer, free of set-off or deductions, to the bank account of the payee as set out in this Agreement or as otherwise nominated in writing by the payee.

# BREACH

* 1. If a Party (**Default Party**) (i) breaches this Agreement, and (ii) fails to remedy the breach within a period of 10 (ten) Days after receiving a notice from another Party (**Entitled Party**) calling on the Default Party to remedy the breach – then the Entitled Party may, at its choice, either (a) claim specific performance, or (b) only if the Company is the Entitled Party, cancel this Agreement immediately without further notice, and, in either case, claim damages from the Default Party.
  2. The Default Party pays legal costs on an attorney-and-own-client scale. If a court or arbitrator specifically decides that the scale must not apply, then the Default Party pays legal costs under the High Court tariff, on an attorney-and-client scale.
  3. The Entitled Party’s remedies in this clause 27 do not limit any other remedies that the Entitled Party may have by law.

# DISPUTE RESOLUTION

* 1. **AFSA** means the Arbitration Foundation of Southern Africa.
  2. If a dispute arises between Parties from this Agreement, the Parties must, on written demand by a Party, submit that dispute for final arbitration under the AFSA rules.
  3. The arbitration must be held in Cape Town, in English.
  4. AFSA must administer the arbitration.
  5. If AFSA cannot or does not accept requests for arbitration, then the arbitration must be held under the AFSA rules for commercial arbitration as last applied by AFSA. That arbitration must be held before an arbitrator agreed between the Parties to the dispute.
  6. If the Parties to the dispute cannot agree on an arbitrator within 10 (ten) Business Days of the demand for arbitration, then a Party to the dispute may ask the President of the Cape Bar Council to choose the arbitrator. That arbitrator must be an advocate of not less than 10 years’ standing.
  7. If the Parties to the dispute cannot agree on something about the administration of the arbitration, they must refer the matter to the arbitrator whose decision is final and binds the Parties to the dispute.
  8. An arbitration under this clause 28 must be held in secret (*in camera*). The Parties must keep confidential (i) the details of the dispute submitted to arbitration, and (ii) the conduct and result of the arbitration.
  9. Despite this clause 28, a Party may apply to court for urgent relief, or for judgment for a liquidated claim.
  10. This clause 28 binds the Parties even if this Agreement is terminated for any reason.
  11. A written demand by a Party to submit a dispute to arbitration is deemed a legal process that interrupts extinctive prescription under the Prescription Act, No 68 of 1969.

# NOTICES AND CHOSEN ADDRESS

* 1. The Parties choose, for: giving or sending (i) all notices under this Agreement, and (ii) all legal process, the following physical addresses and email addresses:

**Party Physical Address Email**

the Company and Devco C/o Noble Global Asset

Holdings (Pty) Ltd Office 2, First Floor 251 Durban Road Bo-Oakdale Bellville

[invest@opportunity.co.za](mailto:invest@opportunity.co.za)

Marked for the attention of: Leandri Kriel

**Party Physical Address Email**

the Trust C/o Of Laäs & Scholtz Inc Queen Street Chambers 33 Queen Street Durbanville

[deon@marcape.co.za](mailto:deon@marcape.co.za)

Marked for the attention of: Deon van Rooyen

**Party Physical Address Email**

the Subscriber As set out in the Subscriber Information Schedule

As set out in the Subscriber Information Schedule

* 1. A Party may by written notice to the other Parties change (i) its chosen physical address to another physical address in South Africa, and (ii) its email address. The change of physical address or email address is effective five (5) Business Days after receipt of the notice.
  2. All notices under this Agreement must be in writing.
  3. A Party must deliver all notices by hand or email.
  4. A Party is deemed to have received a notice –
     1. delivered by hand during business hours, on the date of delivery;
     2. delivered by hand after business hours or on a Day that is not a Business Day, on the following Business Day;
     3. delivered by email during business hours, on the date that the email was successfully sent; and
     4. delivered by email after business hours or on a Day that is not a Business Day, on the following Business Day.
  5. Despite the above, if a Party gives any notice in writing and the other Party actually receives that notice in any way, then the notice is deemed properly given and received.

# BENEFIT OF AGREEMENT

This Agreement also benefits and binds the successors in title and permitted assigns of the Parties.

# NO CONSEQUENTIAL DAMAGES

The Company is not liable to the Subscriber for indirect or consequential damages, including for loss of data, profits, custom, or business foregone. That term applies whether the damages (i) are in contract, delict or otherwise, (ii) were foreseeable or not, and (iii) were contemplated or not by the Parties when concluding this Agreement.

# JURISDICTION

Subject to clause 28, the Parties submit to the non-exclusive jurisdiction of the High Court of South Africa, Western Cape Division, Cape Town in a dispute arising from this Agreement.

# INDEPENDENT ADVICE

Each Party admits and agrees that (i) it has been free to get independent professional advice (including legal, financial, investment, and tax advice) about the nature and effect of all of the terms of this Agreement, and (ii) it has either taken that advice or has chosen not to do so. Each Party acknowledges and agrees that all the terms in this Agreement are fair and reasonable, and match its intentions.

# COSTS

Save as expressly stated otherwise in this Agreement, each Party pays its own costs for negotiating, drafting and implementing this Agreement.

# POPIA

The Subscriber hereby consents to the Company, Devco and/or the Trust furnishing the Attorneys or third parties associated with this Agreement, with all such personal information of the Subscriber, as may be required to process such information for purposes of adhering to the terms of this Agreement, to process payments, and to otherwise comply with the legal and regulatory obligations envisaged in this Agreement.

# GENERAL

* 1. The Agreement constitutes the sole and entire record of the agreement between the Parties in regard to the subject matter hereof.
  2. This Agreement replaces all prior agreements in regard to the subject matter hereof.
  3. No Party will be bound by any express or implied term, representation, warranty, promise or the like which is not recorded herein.
  4. No addition to, variation of, or agreed cancellation of the Agreement will be of any force or effect unless it is in writing and is signed by or on behalf of the Parties.
  5. Any relaxation, extension of time, latitude or indulgence which one Party may grant to another Party will not constitute a waiver of any of the rights of that Party. That Party will not thereby be precluded from exercising any rights against the other Party which may have arisen in the past or which may arise in the future.
  6. All terms of this Agreement are severable from each other, despite the way they have been grouped together or linked grammatically.
  7. A Party may not transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
  8. The Parties are independent contractors. This Agreement is not interpreted to put the Parties in any other relationship, specifically not in any partnership, agency, or joint venture relationship.
  9. Save as expressly stated otherwise in this Agreement, a Party has no power to bind, incur a liability on behalf of, act on behalf of, or represent the other Parties.
  10. Each Party may sign this Agreement in a different document. Each document is deemed an original. All the documents together constitute one agreement.
  11. The persons who sign this Agreement in a representative capacity warrant their authority to do so.

~signature page to follow~

SIGNED at on

for **SUBSCRIBER**

Signature:

**{{ investor\_name }}**

Name of signatory:

Designation of signatory:

SIGNED at on

for **OPPORTUNITY CAPITAL INVESTMENTS (RF) LIMITED**

Signature:

Name of signatory:

Designation of signatory:

SIGNED at on

for **NOBLE GLOBAL ASSET HOLDINGS PROPRIETARY LIMITED**

Signature:

Name of signatory:

Designation of signatory:

SIGNED at on

for **THE TRUSTEES FOR THE TIME BEING OF THE NOBLE SHIELD 4 SECURITY TRUST**

Signature:

Name of signatory:

Designation of signatory:

18

B



Existing Cellphone Tower

5.7m Boundary line

7.5m Boundary line

5.6m Boundary line

4m Boundary line

Crammix Road

v122

4,5m Setback

4m Boundary line

2850

0m Building Line for 18m

Proposed

substation

v121

ERF

6m Boundary line

LEGEND

v120

2850 2850

36.62m Boundary line

4,5m Setback

Apartments

4,5m Setback

18000

Out Buildings

4,5m Setback

119

Carports

Substation

A

G

Block B

[Base Level @ 100819.5](mailto:BaseLevel@100819.5)

100735

v 1

v 2

v 3

v 4

v 5

v 6

v 7

v 8

v 9

v 10

v 11

v 12

13

14

118

117

116

115

114

113

112

111

110

109

108

107

106

105

104

103

4500

Block A

Base Level @ 100193

24 23 22 21 20

19 18 17

16 15

102

ERF ST222-79

7097.61 m²

173.52°

F

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 | 32 | 33 | 34 |

101

100

13.25m Boundary line

99

98

97

Block C

Kruis Street

108.24m Boundary line

101330 35

36

4500

96

95

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Base Level @ 101244 |  |  | 37 | 94 |
|  |  |  | 38 | 93 |
|  |  |  |  |  |
|  |  |  | 39 | 92 |
|  |  |  | 40 | 91 |
|  |  |  | 41 | 90 |

101330

4,5m Setback

Block D

[Base Level @ 101140.25](mailto:BaseLevel@101140.25)

4500

89

101345

4,5m /0.6H Setback

42

88

43

87

b1

b2 86

b3

b4 85

49 48

Block E

Base Level @ 99525

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| 55 | 54 | 53 | 52 | 51 | 50 |

84

47 46 45 44 83

82

81

80

56 57 58 59

60 61 62 63

64 65 66 67 79

78

68 77

Block F

86.50°

PROPOSED ROAD WIDENING

69 76

70 75

Base Level @ 99623.5

91.05°

71 74

NORTH

4,5m / 0.6H Setback

4500

72 73

W E

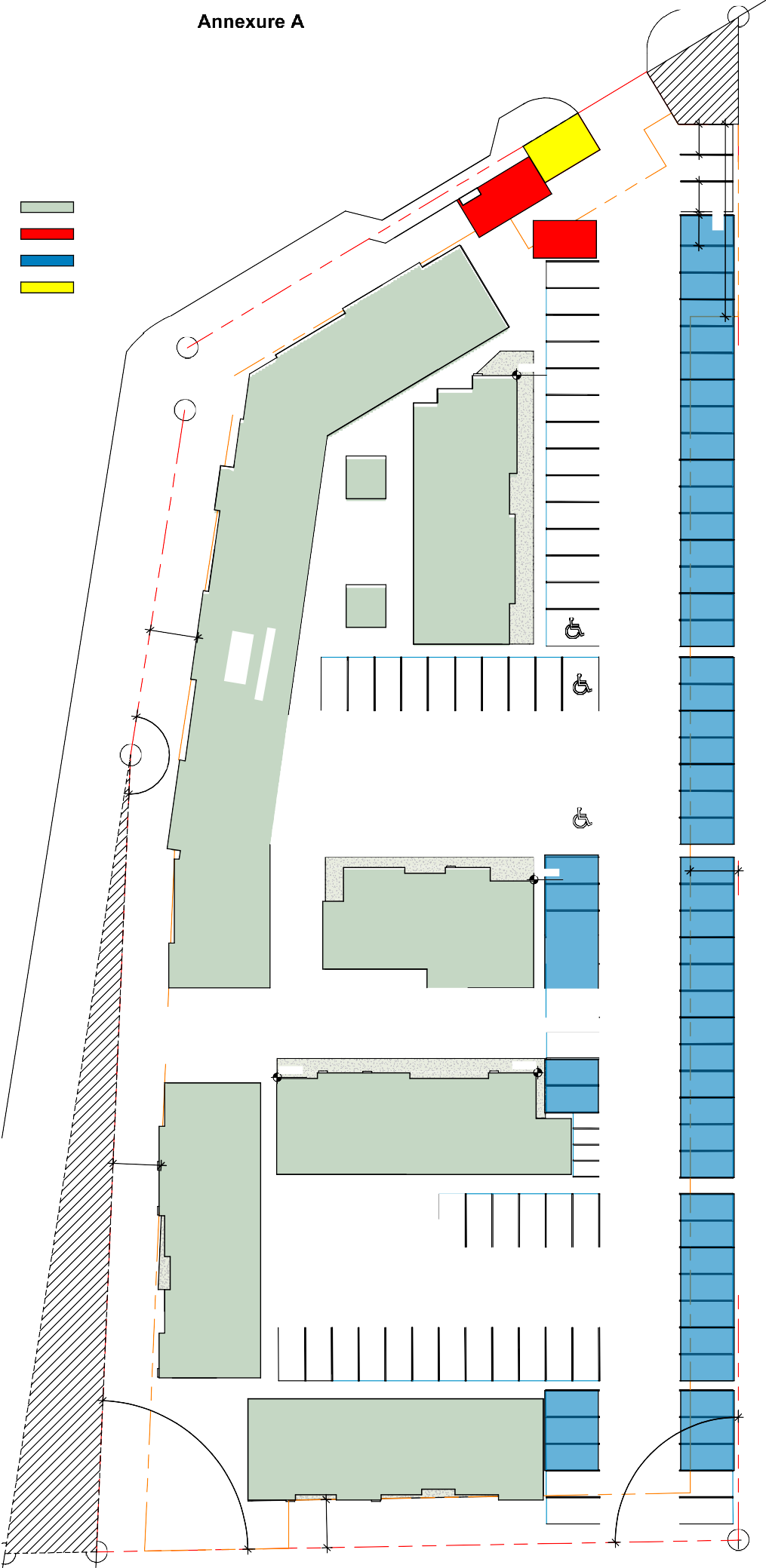
0m Building Line for 18m

S

E D

68.63m Boundary line C

L0\_SITE INFORMATION PLAN



1 : 200

20

# INSTRUCTION MANDATE

**Annexure C**

We, the undersigned, confirm that the funds paid into the Trust Account of the Attorneys (LAÄS & SCHOLTZ INC) are held for the benefit of the Devco, **NOBLE GLOBAL ASSET HOLDINGS PROPRIETARY LIMITED**, Registration Number 2024/301217/07, and we consent to the funds being paid to the Devco but insofar as it may be necessary, we consent to the funds being paid to the Investment Account.

SIGNED at on

for **SUBSCRIBER**

Signature:

**{{ investor\_name }}**

Name of signatory:

Designation of signatory:

SIGNED at on

for **OPPORTUNITY CAPITAL INVESTMENTS (RF) LIMITED**

Signature:

Name of signatory:

Designation of signatory:

SIGNED at on

for **NOBLE GLOBAL ASSET HOLDINGS PROPRIETARY LIMITED**

Signature:

Name of signatory:

Designation of signatory:

SIGNED at on

for **THE TRUSTEES FOR THE TIME BEING OF THE NOBLE SHIELD 4 SECURITY TRUST**

Signature:

Name of signatory:

Designation of signatory: