

**DEED OF CESSION OF AN AGREEMENT DATED 2023-09-29**

MADE AND ENTERED INTO BY AND BETWEEN:

**Micro Property Development Fund (Pty) Ltd**

**REGISTRATION NO.: 2019/407704/07**

**("Micro")**

("the Cedent")

And

**MPDF LEAD SPV1 (Pty) Ltd**

**REGISTRATION NO.: 2023/651188/07**

**("SPV1")**

("the Cessionary")

**WHEREAS** the Cedent wishes to cede, assign, and transfer unto and in favour of the Cessionary all its right, title, interest, and obligations in and to the written Notarial Lease Agreement ceded to Micro Property Development Fund (Pty) Ltd on 2023-09-22. Copies of the Cession of Lease are annexed hereto marked "A" and the Partnership Agreement are annexed hereto marked "B".

**NOW THEREFORE** it is agreed between the parties as follows:

1. That with effect from 2023-09-22 the Cedent cedes, assigns and transfers unto and in favour of the Cessionary all its right, title, interest and obligations in and to the Principal Agreement and the Cessionary accepts such cession and assignment.
2. Clause 14 of the Notarial Lease Agreement allows for concession and assignment of the Notarial Lease Agreement.
3. That SPV1 consents to such Cession.
4. That all the terms and conditions contained in the partnership agreement shall continue to apply and be in full force and effect.
5. In lieu of the cession SPV1 will pay Micro remuneration as per schedule "C".
6. The amount will be paid as per invoice on the first of each and every month and to be paid by no later than the 7<sup>th</sup> of each month.

DATED at CAPE TOWN this jhg day of jhg.

**As Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
Micro Property Development Fund (Pty) Ltd.

DATED at CAPE TOWN this jhg day of jhg.

**As Witnesses:**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
MPDF LEAD SPV1 (Pty) Ltd.