

Jean Pierre Du Plessis
Fax:

Advice of grant of loan

Client no. : 363177
Contract no. : 001

Klikk (Pty) Ltd
40 Froetang Street
Welgevonden
Stellenbosch

Date : 5 July 2018

Dear Mr Dippenaar,

We are pleased to advise that Investec Bank Limited has approved your application for a loan. The basic terms and conditions applicable to your loan are set out below.

1. Loan information

Capital Amount	R 2,400,000.00
Interest Rate	9.50% (0.50% below Investec's mortgage bond rate, currently 10.00%)

Term of loan in months	Estimated monthly instalment
240	R 22,779.27

2. Costs, fees and charges

The following amounts will be payable by you (inclusive of VAT)	
Initiation Fee	R 0.00
Service fee (not applicable if you service the loan from your Investec Private Bank Account)	R 90.79 per month
Bond Registration fees and costs	R 29,984.00
Raising fee (not for natural persons)	R 13,800.00
Security preparation fee (not for natural persons)	R 0.00

Please be aware that:

- the quoted amounts are subject to adjustment and exclude postages, petties, aktex fee, attorney's correspondent's fee, ghost convey, legal suite or legal perfect documentation charges and sundries
- you will be liable for all costs incurred and fees charged should you accept the terms of this letter but fail to sign the loan agreement for any reason or if the loan is withdrawn.

3. Valuation and insurance of the property

In order for Investec to assess your loan application, the property which is to be mortgaged as security for the loan must be valued, for security purposes, by Investec or a valuer appointed by Investec. **Please sign the Authorisation to Value which is attached to this letter so that we can proceed with the loan.**

Initial here _____

You are obliged to insure the property to be mortgaged (unless it is vacant land and you have no intention to build) with a broker approved by Investec for an amount equal to the **HIGHER OF:**

- its replacement value (subject to the NCA, if it applies)
and
- the value determined by Investec's valuer.

IT IS YOUR RESPONSIBILITY TO ENSURE THAT THE PROPERTY IS ADEQUATELY INSURED.

If you are building on the property, you are obliged to ensure that any building works are insured under a "Contractors All-Risk" policy. On completion of 80% of the building works you are in addition required to arrange for insurance cover for the improvements on the property.

Investec's interests must be noted on any policy of insurance and where applicable, the policy must contain a mortgagee protection clause approved by Investec. You consent to Investec providing your name, contact details, the purchase price of the property and/or facility amount and a description of the property to the approved broker in order that they may contact you to arrange the necessary cover. You agree that Investec shall not be liable howsoever for any loss suffered by you or any third party as a result of the appointment of the broker or the arrangement of the insurance cover or any failure to arrange cover.

4. Security/ Special conditions (as they will appear in the loan agreement)

4.1 Existing mortgage bond/s

Not Applicable

4.2 Mortgage bond/s to be registered

- 4.2.1. Registration of a 1st covering mortgage bond by the borrower over Erf 2689, Stellenbosch, together with any exclusive use areas and the common property where applicable, in a form acceptable to Investec for an amount of R2,400,000.00 for all the obligations of the borrower to Investec from whatsoever cause arising.

4.3 Suretyship/s

- 4.3.1. Execution of a joint and several continuing guarantee by Michaelis Christoffel Dippenaar limited to R2,400,000.00 plus interest and costs, in favour of Investec in a form acceptable to Investec. This guarantee is in addition to and without prejudice to any other security (including any suretyships/guarantees signed by this surety) now or hereafter to be held by Investec, relating to the borrower's indebtedness to Investec.

4.4 Security Conditions

- 4.4.1. Cession in security of proceeds of Homeowners Insurance Policy and SASRIA extension for the full asset value of any property to be mortgaged and the noting of Investec's interests on the policy, or in the case of a sectional title property, the noting of Investec's interest as mortgagee by the Body Corporate.
- 4.4.2. Execution of a cession in security by the borrower of all present and future right, title, benefit and interest in, to and under any agreement/s in respect of Erf 2689 Stellenbosch, concluded between this cedent and any third party, including without limitation, all right in, to and under any and all rentals received or receivable thereunder, in favour of Investec, in a form acceptable to Investec.

4.5 Special Conditions

- 4.5.1. The borrower acknowledges that Investec has made no warranties or representations and has given no undertakings to advance any further amounts to the borrower, notwithstanding that Investec has consented to the mortgage bond being registered for an amount in excess of the loan amount.

- 4.5.2. The borrower hereby authorises Investec to issue such guarantee(s)/undertaking(s) as Investec may be called upon to issue, in respect of the purchase price/settlement amount of any property to be mortgaged in favour of Investec. The borrower agrees that upon the issue by Investec of any guarantee, Investec shall be deemed to have discharged its obligations to advance the guaranteed amount in terms of the agreement.
- 4.5.3. The borrower agrees to provide Investec with a written authority to debit the borrower's specified bank account with the amount required to be paid by the borrower under this agreement in a form acceptable to Investec, prior to any disbursement of the Principal Debt. Any withdrawal by the borrower of this authority shall constitute an Event of Default, unless the borrower simultaneously issues a replacement authority in a form acceptable to Investec.
- 4.5.4. It is recorded that the property to be mortgaged as specified above (and all additional security, where applicable) shall secure not only the obligations of the borrower under this agreement but also the obligations of the borrower under any other agreement concluded with Investec, whether such other agreement is a Loan Agreement, Deed of Suretyship, Private Bank Account or Instalment Sale Agreement or otherwise. The borrower hereby acknowledges that this agreement provides that a default by the borrower under such other agreement and/or a default by any other debtor of Investec for whom the borrower has executed a deed of suretyship in favour of Investec and/or a default by any surety specified above under any agreement concluded with Investec, shall constitute a default under this agreement.
- 4.5.5. The borrower shall appoint an insurance broker approved by Investec to arrange insurance cover for the property to be mortgaged, subject to the borrower's right to waive the policy and substitute a new policy approved by Investec if and to the extent that the National Credit Act, applies to the agreement. The borrower confirms that he has consented to Investec providing certain information to the broker in order for insurance cover to be arranged and agrees that the insurance policy will be taken out in the joint names of the borrower and Investec. The borrower acknowledges that Investec shall be entitled to earn a referral fee. The borrower shall ensure that all insurance premiums are paid timeously, that the policy includes mortgagee protection cover and that Investec's interests are noted on the policy.
- 4.5.6. The borrower is solely responsible for notifying the insurance company in writing, if alterations or extensions to the mortgaged property are undertaken, which will increase its asset value. In addition, the borrower shall be solely responsible for informing the insurance company and Investec in writing of any non-standard features regarding the property to be insured.
- 4.5.7. Minimum valuation of the property to be mortgaged by a valuer approved by Investec for an amount of not less than R3,000,000.00 and compliance by the borrower with such conditions as the valuer may impose. The borrower agrees that the assessed value of the subject property shall constitute the asset value for insurance purposes and acknowledges that it is the borrower's responsibility to ensure that the asset value is adequate to cover his/her risk.
- 4.5.8. Investec has agreed that R2,300.00 of the Principal Debt shall be available exclusively for payment of any inspection costs incurred by or on behalf of the borrower for any valuation of the property to be mortgaged which is required by Investec. The borrower agrees and undertakes to pay or procure payment of any amount required to be paid over and above the amount stated herein and for any additional inspections/valuations required by Investec in its discretion. The borrower acknowledges that Investec is entitled to refuse to disburse any portion of the Principal Debt in the event that any amount required to be paid is not paid or if any inspection required to be performed is not performed in accordance with Investec's requirements.

The borrower hereby authorises Investec to pay the amount specified in this clause to the appointed valuer against an invoice issued by the valuer and agrees that such payment shall constitute a discharge by Investec of its obligation to advance this amount to the borrower in terms of this agreement.

- 4.5.9. The borrower agrees that in the event that Investec disburses any amount of the Principal Debt (whether on account of valuation costs, transfer costs or otherwise) prior to registration of the mortgage bond, Investec shall be entitled to levy interest on such amounts from the date of disbursement in accordance with the provisions of this agreement, which interest shall be debited to the borrower's account on the last day of the month in which payment is made by Investec. The borrower undertakes to effect payment of the interest so levied on the last day of each month, notwithstanding any provision to the contrary contained in the agreement.
- 4.5.10. The borrower agrees that for so long as Investec is authorised to debit an Investec Private Bank Account with the amount(s) necessary to pay the instalments required to be paid under this agreement, Investec waives the right to levy the monthly fee, without prejudice to any rights it may have in terms of the agreement.

- 4.5.11. The borrower shall furnish Investec with an Entomologists Clearance Certificate in respect of the property to be mortgaged ("Beetle Certificate") in form and substance acceptable to Investec.
- 4.5.12. The borrower shall furnish Investec with a certificate of compliance in accordance with the Occupational Health and Safety Act, 1993 ("Electrical Compliance Certificate").
- 4.5.13. Investec shall be entitled to value any property mortgaged in its favour at any time. The borrower shall bear the costs of any valuation unless otherwise agreed by Investec. If in Investec's reasonable determination, the value of any mortgaged property has decreased, Investec shall be entitled, without prejudice to any other rights it may have in terms of this agreement, to demand additional or alternative security from the borrower which the borrower shall be obliged to provide within 10 (ten) days from such demand.
- 4.5.14. Receipt by Investec of shareholder and director resolutions contemplated in terms of Part A of Chapter 5 of the Companies Act, 2008 in form and substance acceptable to Investec including receipt of written evidence to Investec's satisfaction that Marlex Prop Developments (Pty) Ltd is not a regulated company as contemplated in section 118 of the Companies Act.
- 4.5.15. Receipt by Investec of proof that section 34 of the Insolvency Act, 1936 has been complied with to the satisfaction of Investec, alternatively receipt by Investec to its satisfaction of an opinion (from a law firm acceptable to Investec and in form and substance acceptable to Investec) that the provisions of section 34 of the Insolvency Act are not applicable.

5. Documents required

- 5.1 Please forward copies of the following documents to your Private Banker as soon as possible to enable Investec to proceed with your loan:

Supporting Documents

Supporting Documents will be specified at a later date

- 5.2 In terms of the Financial Intelligence Centre Act No 38 of 2001 ("**FICA**") and the Regulations which came into effect on 1 July 2003, Investec is required to obtain certain mandatory information/documentation from you prior to any transaction being concluded with you. Should you wish to structure the loan in the name of an entity, partnership or trust please contact your Private Banker immediately as there are additional FICA information/documentation requirements which will need to be satisfied.

6. Loan agreement

The loan will be subject to an approved valuation of the property.

Upon acceptance of the loan all the terms and conditions relating to the loan will be incorporated in an agreement of loan which is to be signed by you and Investec. You will be liable for any fees and wasted costs (including valuation costs incurred) should you accept the terms of this letter but fail to sign the loan agreement for any reason.

You will have the benefit of the Unutilised Facility and the Drawdown Facility which means that amounts repaid by you or any amount of the loan which has not yet been advanced to you, may be accessed, provided you are not in default of any obligation or have breached any applicable law. Terms and conditions apply.

If you breach the loan agreement or any other agreement concluded between you and Investec (including any suretyship/guarantee and the Investec Private Bank Account terms and conditions) Investec will be entitled, subject to applicable law, to sell any property bonded to it in order to discharge your indebtedness to Investec.

7. Mortgage bond

The mortgage bond and all legal work will be attended to by Investec's bond registration attorneys who will contact you shortly to arrange an appointment. Please ask the attorneys in advance whether your spouse or any other person is required to accompany you. The bond will be registered for at least the amount of the loan plus an additional 20% for further advances and additional costs.

8. **Consent**

You consent to Investec verifying the information provided by you and generally making whatever enquiries Investec deems necessary from any source whatsoever. Investec shall be entitled to furnish any information in relation to any of your accounts, including compliance with the conditions thereof, to any entity within the Investec Group, any bank, surety, attorney or credit bureau or as required by law.

Investec offers you the benefit of taking mortgage protection insurance through Investec Life Limited. You consent and acknowledge to Investec providing your name and contact details to Investec Life in order that they may contact you.

9. **Withdrawal**

Investec is entitled to withdraw the loan at any time prior to the registration of the mortgage bond, or if no mortgage bond is to be registered, at any time prior to payment of the loan to you for the following reasons:

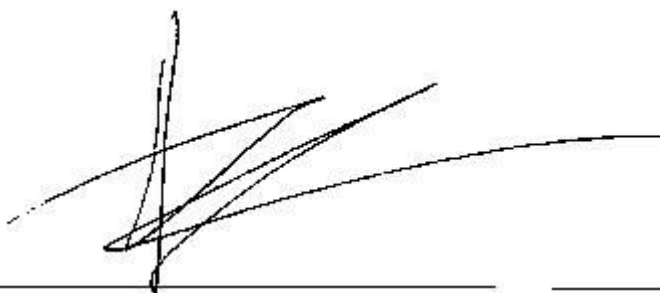
- 9.1 should any new or previously undisclosed fact emerge; and/or
- 9.2 should there be a change of circumstances which might prejudice the rights of Investec; and/or
- 9.3 if the security/special conditions are not fulfilled timeously; and/or
- 9.4 if you fail to provide Investec with the required documents; and/or
- 9.5 if the loan agreement is not signed within a period of two months from the date of acceptance of this letter.

You will be liable for any fees and wasted costs (including valuation costs incurred) should the loan be withdrawn.

This loan approval will expire unless we receive your signed acceptance within 7 (seven) days of the date of this letter.

Should there be any aspect of the loan which you wish to discuss, kindly contact Jean Pierre Du Plessis on 0218090731, who will be happy to assist you.

Yours faithfully
Investec Bank Limited



Authorised Signatory



Authorised Signatory

Acceptance

I hereby agree to accept the loan on the terms and conditions contained above, subject to signature of an agreement of loan.

Initial here

Klikk (Pty) Ltd

Date

Initial here