

Instructions:

Step 1:

Complete your investment amount in section 2

Complete your address in section 8.1.1

We will complete section 3

Step 2:

Sign ALL the pages

Step 3:

Email back to info@m5propertyaddicts.com and
Retha@m5propertyaddicts.com

Step 4:

Once you receive your countersigned document back

make payment and email your proof of payment

Receive your returns as stipulated in the contract

LOAN AGREEMENT

Entered into by and between:-

Identity Number: _____

Email Address : _____

Contact Number: _____

How did you know about us?: _____

(the "Lender")

and

__M5 REAL ESTATE T/A **M5PROPERTYADDICTS**_____

(Identity/Registration number: _2017 / 264438/ 07____)

www.m5propertyaddicts.com

(the "Borrower")

WHEREAS the Borrower wishes to loan monies and the Lender is willing to loan such monies to the Borrower;

AND WHEREAS the parties wish to reduce the terms and conditions relating to such loan to writing:-

NOW THEREFORE IT IS AGREED AS FOLLOWS:-

1. DEFINITIONS

In this agreement, unless the context clearly indicates the contrary intention:

1.1 Loan: The amount Capital amount that the Lender agreed to load to the Borrower on the conditions as set out in this Agreement.

1.2 words importing:

1.2.1 any one gender include the other two genders;

- 1.2.2 the singular includes the plural and vice versa, and
- 1.2.3 natural persons include created entities (corporate or unincorporated) and vice versa;
- 1.3 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the agreement;
- 1.4 Where any number of days is prescribed in this agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday, or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.
- 1.5 Expressions defined in this agreement shall bear the same meaning in schedules or annexures to this agreement which do not themselves contain their own definitions.

2. **LOAN**

- 2.1 The Lender hereby agrees to Lend to the Borrower the amount of R_____ Rand) (the "Capital"), which amount shall be used to invest in __STRAND STREET PROJECT_____ (the "Investment project").

3. **RETURN ON INVESTMENT**

- 3.1 The Borrower will pay the Lender an agreed fixed return on investment of 18% per year being the amount of _R_____ per year and R_____, which will be paid monthly on or before the 10th of each month, to the Lender.
- 3.2 Lender and Borrow will review the Capital payout in 12 months and will consider repaying Lender on month 12 from date of investment and or reinvest for another period.
- 3.3 Should the Lender want to withdraw the Capital before the repayment date, interest will be recalculated to the applicable time period.

4. **BREACH**

- 4.1 Should either party commit a material breach of this agreement and fail to remedy such breach within 20 (Twenty) days of receipt of written notice requiring the breach to be remedied, then the party giving the notice will be entitled without prejudice to any of his/its other rights in law, at its option, either to cancel this agreement and claim damages or to claim specific performance of all the defaulting

party's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

4.2 Should the Borrower:-

4.2.1 commit an act of insolvency in terms of section 8 the Insolvency Act 24 of 1936 as amended and/or replaced from time to time; or

4.2.2 be placed under debt review; or

then the Lender shall immediately be entitled without prejudice to any of his other rights in law, at his option, either to cancel this agreement and claim damages or to claim specific performance of all the Borrower's obligations, together with damages, if any, whether or not such obligations have fallen due for performance.

5. **PLACE OF REPAYMENT**

The monies shall be paid to Lender bank account M5 Real Estate trading as **M5PropertyAddicts**:

Account Name: ___ M5 Real Estate _____

Bank: _____ FNB First National Bank _____

Account Number: _ 6271 7440 664 _____

Account type: ___ Cheque _____

The monies shall be repaid by the Borrower into the bank account of the Lender:

Account Name: _____

Bank: _____

Account Number: _____

Account type: _____

6. **ACCELERATION CLAUSE**

The Borrower shall be entitled to pay the loan amount or any portion thereof at any time before the due date for such payment. Should the Capital be repaid earlier, the interest will be recalculated according to the during of the loan period.

7. SECURITY

- 7.1 As security for the due and punctual payment and or performance by the Borrower, the Borrower cedes the full Capital and Return on Investment from the income generated from the Investment project to the Lender.

8. DOMICILIUM CITANDI ET EXECUTANDI

- 8.1 The parties choose as their domicilia citandi et executandi for all purposes under this agreement, whether in respect of court process, notice or other documents or communications of whatsoever nature, the following addresses:

8.1.1 Borrower

8.1.2 Lender **16 Louisiana, Honeydew Ridge, Mozart Street, Rooderpoort.**

- 8.2 Any party hereto shall be entitled to change his domicilium by written notice to the other provided that such change of address shall be a physical address within the Republic of South Africa. Such change of domicilium shall take effect on the fourteenth day after delivery to the other party of a notice referred to herein.
- 8.3 All notices in terms of this agreement shall be given by prepaid registered post (in which case it shall be deemed to have been received on the third business day after posting unless the contrary is proved).
- 8.4 Notwithstanding anything contained in this contract any notice actually delivered to a party herein shall be deemed to be received by such party on the date of receipt of such notice notwithstanding the fact that such notice is not delivered to a chosen domicilium citandi et executandi.

9. GENERAL

- 9.1 No addition to or variation, consensual cancellation or novation of this agreement and no waiver of any right arising from this agreement or its breach or termination will be of any force or effect unless reduced to writing and signed by all of the parties by hand. For purposes hereof "writing" will exclude any written document that is in the form, either wholly or partially, of a data message as defined in the Electronic Communications and Transactions Act, 2002 (Act No. 25 of 2002), as amended and/or replaced from time to time and "signed" will mean a signature executed by hand with a pen without any electronic process or intervention.

- 9.2 This agreement shall be governed by South African law. The parties hereto consent to the jurisdiction of the Magistrates Court in respect of any dispute arising out of this agreement.
- 9.3 No indulgence of whatsoever nature or any relaxation or latitude which any party hereto (hereinafter referred to as the grantor) may show, grant or allow to any other party (hereinafter referred to as the grantee) shall constitute a waiver by the grantor of any of the grantor's rights and the grantor shall not thereby be prejudiced or estopped from exercising any of its rights against the grantee which may then have already arisen or which may thereafter arise.
- 9.4 It is recorded that neither party hereto has made any representations or warranties other than those specifically referred to and contained in this agreement.
- 9.5 In the event of any word, phrase, clause, sentence or provision of this agreement found to be invalid, unlawful or unenforceable such word, phrase, clause, sentence or provision shall be severed from the remaining words, phrases, clauses, sentences and provisions which shall continue to be valid and enforceable. The fact that any word, phrase, sentence or clause has been severed shall in no way affect the validity of the agreement.
- 9.6 The parties hereto acknowledge that they have been free to secure independent financial, tax, legal and other advice as to the nature and effect of all the provisions of this agreement and that they have either taken such independent legal and other advice or dispense with the necessity of doing so. Further, the parties hereto acknowledge that all the provisions of this agreement and the restrictions herein contained have been negotiated between them and are part of the overall intention of the parties in connection with this agreement.
- 9.7 Without prejudice to any other provision of this agreement, reference to a contracting party, i.e. the party/parties shall include that contracting party's successors in rights, title, function and assigns, including but not limited to any executor, liquidator, curator or trustee of any party and shall be bound by this agreement, unless expressly stated to the contrary elsewhere in this agreement.
- 9.8 The relationship between the parties is not a partnership, joint venture, consortium or other similar relationship. No party may represent the relationship as such. The relationship between the parties shall be governed by the terms of this agreement and nothing contained herein shall be deemed to constitute a partnership or relationship of agency between them, and neither shall they, by reason of the actions of any one of them, incur any liability as co-partners or agents to any third party and neither of them shall be entitled or empowered to represent or hold out to any third party that the relationship between them is that of a partnership or

agency, or to act on behalf of the other in any way or to represent that they are authorized to act on behalf of the other.

9.9 Each of the parties hereto agree to maintain the provisions of this agreement and the details of their negotiations leading up to the conclusion of this agreement confidential and shall not, save as required by any applicable law, disclose any of such details or information to any third party whatsoever, other than to its professional advisors under similar confidentiality undertakings. The provisions of this clause shall not apply to any information which is in the public domain other than through a breach of the provisions of this clause.

9.10 The Parties agree to co-operate with each other in good faith with a view to the successful implementation of this agreement. In this regard, each of the parties will do all such things, perform all such acts and take all reasonable steps to procure the doing of all things and the performance of such acts, as may be necessary or incidental to give effect to this agreement.

9.11 This agreement may be executed in several counterparts, each of which shall together constitute one and the same instrument.

DATED AND SIGNED BY THE BORROWER AT ___Littlefalls, Johannesburg___ ON THIS THE _____ DAY OF _____ 2020

As witnesses

1. _____

2. _____

BORROWER

DATED AND SIGNED BY THE LENDER AT _____ ON THIS THE _____ DAY OF _____ 2020

As witnesses

1. _____

2. _____

LENDER.

ELR INC Version 1.1

M5 REAL ESTATE T/A **M5PROPERTYADDICTS**
2017 / 264438/ 07
Directors | T Jack & R Van Rooyen