

Education & Growth Foundation SA — Charter

Version 1 · May 2026 · For approval by the founding sponsor seat, NPC board and incoming Foundation trustees.
Filed in /admin/documents and /stakeholders. Status: South African PBO under §30 of the Income Tax Act.

1. Why this Foundation exists

The WeGroYou campus is held in public interest, but every operating layer above it (ManCo, vertical operators, brokers, Ventures carry recipients) carries incentive equity. Without a contractual rule, that upside walks out the door on every exit. The Education & Growth Foundation SA is the rule above the rules: every incentivised party signs a pledge that routes a defined slice of their upside back into bursaries, teacher development, school scale-out and valley founder grants.

2. Mandate

- Bursaries for WeGroYou Basic School learners (full and partial)
- Teacher development across the school cohort and partner schools
- School scale-out — 700 → 20,000 learners over five years across satellite campuses
- Seed grants for valley-born founders graduating through Wegro Ventures
- Capital pool for the next campus (replication of the WeGroYou model)

3. Pledge schedule

Incentive holder	Pledge to Foundation
ManCo founders' equity (Wim Meyer, ManCo)	25% ManCo exit or dividend
Wegro Ventures carry (ManCo)	25% of carry on every realised exit
Vertical operator equity (chefs, range ops, sports, etc.)	100% of equity to Foundation at incorporation
LifeStone broker fee	100% routed via Foundation on exit
Patron donations (cornerstone tier)	100% to NPC; education-tagged portion held by Foundation

4. Governance

The Foundation is governed by a board of trustees appointed jointly by the NPC and the founding sponsor seat. Minimum five trustees: one nominated by NPC; one nominated by founding sponsor (Hein Koegelenberg / La Motte tier); one nominated by the school; one independent education-sector representative; one valley community representative (e.g. InHarmonie). All pledge income is ring-fenced to the mandate above — trustees cannot redirect funds to general operating

expenses of the campus.

5. Pledge clauses in every agreement

The Foundation pledge is written into the ManCo Mandate, every vertical operator tenancy agreement, the LifeStone broker engagement, and every Wegro Ventures carry agreement at the point of signature. The clause is irrevocable and survives change of control, replacement of operator, restructure of NPC, or sale of any equity tranche to a third party.

6. Reporting and transparency

The Foundation publishes an annual report including: pledge accruals received, grant disbursements made, school scale-out progress, bursary recipients (anonymised), and the campus replication pipeline. The report is filed in /stakeholders alongside the Business Plan and Investor Deck.

7. Status and incorporation

The Foundation is to be formed or nominated as a South African Public Benefit Organisation under §30 of the Income Tax Act. If a suitable existing PBO is nominated by the founding sponsor, the same pledge clauses bind to that vehicle in place of a newly-incorporated Foundation. The choice of vehicle does not alter the pledge percentages or the mandate.

Signatures. Founding sponsor seat · NPC board chair · Managing Partner (ManCo) · LifeStone (founding partner) · incoming Foundation trustees.