

Operator Equity & Foundation Pledge Addendum

Template clause set to be appended, unmodified, to every vertical operator tenancy agreement on the WeGroYou campus — including (without limitation) NXT Chefs, NXT Rangers, NXT Sportif, Wegro Ventures, NXTMed, Creators Academy, GroLab, and any future operator.

Parties

This Addendum is entered into between:

- (a) **WeGroYou NPC + Co-op** (the "NPC"), as campus lessee and steward; and
- (b) **[OPERATOR ENTITY]** (the "Operator"), trading as **[VERTICAL NAME]**, the tenant operator of the [vertical] vertical on the WeGroYou campus at 15 Union Street, Franschoek; and
- (c) **Education & Growth Foundation SA** (the "Foundation"), as named beneficiary of the pledges set out below.

1. Operator equity issuance

On incorporation of the Operator entity (or, if already incorporated, on the effective date of this Addendum), the Operator shall issue ordinary shares as follows:

- **10%** of the Operator's ordinary share capital to the **Foundation**, fully paid, non-dilutable below 10% on any future round without Foundation written consent;
- **5%** (optional, vertical-dependent) to the WeGroYou NPC, as campus rent-in-kind, agreed line-by-line in the tenancy schedule;
- Remaining shares to the Operator's founders, employees, and external investors per the Operator's own cap-table policy.

2. Anti-dilution

The Foundation's 10% holding is protected by a contractual anti-dilution floor. Any equity issuance, share split, recapitalisation or convertible instrument that would reduce the Foundation below 10% requires the Foundation's prior written consent. Standard option-pool top-ups up to 15% of fully-diluted are pre-approved provided they do not breach the floor.

3. Distribution & exit pledge

On every dividend, distribution, sale, merger, IPO or recapitalisation involving the Operator's equity, the Foundation receives its pro-rata share (10%) in cash on the same terms and at the same time as other ordinary shareholders. The Operator shall not enter into any side-letter, founder secondary, or differential preference that disadvantages the Foundation's economics relative to other ordinary shareholders.

4. Use of Foundation proceeds

All proceeds received by the Foundation from this Addendum are ring-fenced to the Foundation Charter mandate: bursaries, teacher development, school scale-out (700 → 20,000 learners), valley founder grants, and the next-campus capital pool. Trustees may not redirect Operator-pledged proceeds to general operating expenses of the campus or to ManCo.

5. Governance & reporting

The Foundation is a non-voting shareholder for routine operational matters but holds full information rights: monthly management accounts, annual audited financials, cap-table on demand, and notice of any reserved matter (sale, fundraise, founder departure). The Foundation is entitled to one observer seat on the Operator's board, exercisable at the Foundation's discretion.

6. Reserved matters

The Operator may not, without Foundation prior written consent: (a) issue equity or convertibles that breach the 10% floor; (b) sell substantially all assets; (c) wind up or liquidate solvently; (d) amend this Addendum; (e) cease trading on the WeGroYou campus while continuing to trade as the same vertical brand elsewhere; (f) sub-license the vertical brand (NXT Chefs, NXT Rangers, etc.) to a third party.

7. Tenancy linkage

This Addendum is executed contemporaneously with, and forms an integral part of, the Operator's tenancy agreement with the NPC. Termination of the tenancy does not extinguish the Foundation's equity holding. If the Operator continues to trade after exit from the campus, the Foundation's 10% holding survives and continues to participate in all distributions and exits in perpetuity, unless redeemed by mutual written agreement at fair market value.

8. Irrevocability

This Addendum is irrevocable. It survives change of Operator control, replacement of founders, restructure of the NPC, replacement of ManCo, and any future restructure of the Foundation (in which case the pledge binds to the successor PBO).

9. Governing law

This Addendum is governed by South African law. Disputes are referred first to mediation under the AFSA rules and thereafter to arbitration in Cape Town.

Signature block

Signed at _____ on the _____ day of _____ 20_____

For the Operator

For the NPC

For the Foundation

Name: _____

Name: _____

Name: _____

Title: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Signature: _____

Counter-signed by Managing Partner (ManCo) and acknowledged by LifeStone (founding partner, sunsets year 3) for completeness of the campus governance file.