

AFRICA TREES LTD

AND

[COMPANY NAME]

PROMISSORY NOTE AGREEMENT

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This Promissory Note Agreement (“**Agreement**”) is made on _____

BETWEEN

AFRICA TREES LTD, a company incorporated under the laws of Mauritius, having its registered office at c/o Rogers Capital, Level 3, Rogers Capital House, 5 President John Kennedy Street, Port Louis, Mauritius (hereunder referred to as the “**Lender**”)

AND

COMPANY NAME, a company duly incorporated in [COUNTRY], with registration number NUMBER, having its registered office at [ADDRESS] (hereunder referred to as the “**Borrower**” or “**Company**”).

(Collectively referred to as the “**Parties**”).

WHEREAS:

(A) The Company desires to borrow money from the Lender.

IT IS HEREBY AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires, the following words and expressions and abbreviations shall have the following meanings:

“**Agreement**” means this Promissory Note Agreement as being entered into by the abovenamed parties;

“**Business Day**” means a day (excluding Saturdays, Sundays and any Public Holidays) on which banks generally are open in Mauritius for the transaction of normal banking business;

“**Company**” means [COMPANY];

“**Encumbrance**” means any mortgage, charge (fixed or floating), pledge, lien, hypothecation, trust, right of set off or other third party right or interest (including any right of pre-emption, assignment by way of security, reservation of title or any other security interest of any kind however created or arising or any other agreement or arrangement (including a sale and repurchase arrangement) having similar effect;

“**Principal Amount**” means \$NNN USD;

“**Reports**” means the reports listed in Exhibit E;

“**USD**” means US Dollars. (*pick one to match the loan currency*)

“**KSH**” means Kenyan Shillings.

“**RWF**” means Rwandan Francs.

“**GHS**” means Ghanaian Cedis.

“**TerraFund for AFR100**” (alternatively, “TerraFund”) is the initiative that provides funding to Lender for this Agreement.

“**TerraFund Partners**” are the organizations that manage TerraFund, including Realize Impact, World Resources Institute, One Tree Planted, Africa Trees, and Vumbuzi Impact Africa Foundation. Lender reserves the right to expand the list of TerraFund Partners at any time without notice.

“**TerraFund Donors**” are organizations that provide funding to TerraFund Partners. Lender reserves the right to expand the list of TerraFund Donors at any time without notice.

- 1.2 Words importing the singular include the plural and vice versa, words importing one gender include any other gender and references to persons include individuals, firms, companies and other associations or bodies of persons, and any government, state or agency of a state, in any case whether or not having a separate legal personality.
- 1.3 The headings in this Agreement are inserted for convenience only and shall not affect its meaning.
- 1.4 References to clauses, sub-clauses, paragraphs and schedules are, unless otherwise stated, to clauses, sub-clauses and paragraphs of and the schedules to this Agreement.
- 1.5 A reference made in this Agreement to any statute or statutory provision including any regulation, statutory instrument or other subordinate legislation made under or pursuant to it, shall be construed as a reference to such statute or statutory provision as it may have been, or may from time to time be amended or modified and shall be construed as a reference to any statute or statutory provision of which such statute or statutory provision is a consolidation or re-enactment.

2. **PRINCIPAL AND INTEREST**

- 2.1 The Company promises to pay the Lender the Principal Amount of **NNN** [**CURRENCY**] plus interest.

- 2.2 Interest shall accrue from the date of this Note on the unpaid Principal Amount at a rate equal to 8%/12.5%/14%/15% per annum (“Interest Rate”).
- 2.3 Principal and interest payments are due as specified in Exhibit B.
- 2.4 Principal and interest payments are due in USD/KSH/RWF/GHS, wired to the account specified by the Lender.

3. PREPAYMENTS

Prepayment of this Note may be made at any time without penalty. Any prepayment will first be applied to the fees, then the interest, and finally to the principal. The Interest shall not be pro-rated for prepayments.

4. LATE FEES

If the Company fails to make any payment when due, and has not obtained prior written approval from Lender to delay such payment, Lender may, in its sole discretion, assess a late fee of USD \$250 per missed payment. Any such fee shall be immediately due and payable upon assessment and shall not limit Lender’s other rights or remedies under this Agreement.

5. CREDITS FOR ON-TIME PAYMENTS & REPORTING

A total credit of [INSERT AMOUNT] shall be applied to the Loan if Borrower has made all payments following the schedule in Exhibit B and submitted reports, polygons, and other monitoring requirements outlined in Exhibit E. If at any time Borrower does not meet these conditions, then Borrower shall not be eligible for additional credits. The credit increments shall be applied after each 12 month period of the Loan term. The credit increments shall be [INSERT AMOUNT] after the first 12 months and [INSERT AMOUNT] after each subsequent period of 12 months.

6. CONDITIONS PRECEDENT

The obligations of the Parties under this Agreement are subject to and conditional upon the delivery by the Company of the KYC information listed in Exhibit C, the metrics listed in Exhibit D, and receipt of expected grant funding to Lender. Africa Trees may contact any of Borrower’s existing lenders or shareholders prior to disbursement.

7. COMPANY'S OBLIGATIONS AND WARRANTIES AT COMPLETION

- 7.1 The Company warrants, represents and undertakes to the Lender that, except as indicated otherwise in this Agreement, each of the representations and undertakings made by the Company, is at the date of this Agreement true, accurate, and not misleading. The Parties acknowledge that the Lender enters into this Agreement in reliance on the representations and undertakings made by the Company in this agreement, which will continue in effect after completion.
- 7.2 The Company warrants that at the time of completion, it has the right, power, and authority and has taken all action necessary to execute and deliver, and to exercise its rights and perform its obligations under this Agreement and each document to be executed at or before Completion.
- 7.3 The Company represents and warrants to the Lender that it has made all bona fide disclosures of all relevant information to the Lender and has not withheld any material facts or made any material omission likely to adversely affect the decision of the Lender.
- 7.4 The Company will provide the KYC (know your customer) information listed in Exhibit C and outcome metrics listed in Exhibit D prior to disbursement of the Principal Amount.
- 7.5 The Company will submit monitoring, reporting, and verification information according to the criteria and timeline listed in Exhibit E.
- 7.6 For each additional grant or investment Company receives, Company shall notify Lender within 30 days and shall provide the signed copy of the relevant agreement.

8. LENDER'S OBLIGATIONS AND WARRANTIES

The Lender undertakes to pay the Principal Amount as per the terms of this Agreement.

9. INFORMATION RIGHTS

So long as the Note has unpaid principal, interest, or fees, the Company agrees to deliver to the Lender any information provided to shareholders of the Company in their capacity as such and, upon request of Lender, such other information that a shareholder of the Company would be entitled to receive by law or under the charter documents of the Company.

10. COSTS

- 10.1 If action is instituted to collect on this Note, the Company promises to pay all costs and expenses, including reasonable attorney's fees, incurred in connection with such action.
- 10.2 Unless expressly otherwise provided in this Agreement, each of the parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement.

11. ENTIRE AGREEMENT

This Agreement shall constitute the whole and only agreement between the Parties relating to this transaction at the date hereof, and shall supersede and extinguish any prior drafts, previous agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

12. VARIATIONS

No addition to or variation of this Agreement shall be of any force of effect unless in writing and signed by or on behalf of the Parties.

13. INVALIDITY

If any provision of this Agreement is or becomes invalid, illegal or unenforceable in any respect under the law of any jurisdiction:

- (a) the validity, legality and enforceability under the law of that jurisdiction of any other provision, and
 - (b) the validity, legality and enforceability under the law of any other jurisdiction of that or any other provision,
- shall not be affected or impaired in any way.

14. WAIVER

- 14.1 No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 14.2 No breach of any provision of this Agreement shall be waived or discharged except with the express written consent of each of the parties.
- 14.3 The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by law.

15. NOTICES

- 15.1 Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, postage prepaid, addressed to the parties at the following addresses.
- 15.2 All notices and other communication shall be deemed to be given at the expiration of three days after the date of mailing. The address of a party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to other parties.

The Lender:

AFRICA TREES LTD
c/o Rogers Capital, Level 3, Rogers Capital House,
5 President John Kennedy Street, Port Louis, Mauritius.
Port Louis, Mauritius.

The Company:

COMPANY NAME
STREET ADDRESS
CITY, COUNTRY

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this Agreement by executing a counterpart and this Agreement shall not take effect until it has been executed by all parties.

17. ARBITRATION

- 17.1 All disputes arising between the Parties in connection with the interpretation, execution, or application of the provisions of this Agreement shall first of all be resolved by means of mediation and negotiation.
- 17.2 Upon Parties agreeing that the dispute may not be informally resolved, and in any event no later than one month after the origination of the dispute, the Parties shall formally agree to refer the matter to be resolved by arbitration by either party serving a written notice to that effect to the other party.
- 17.3 The arbitration shall be conducted pursuant to the MIAC (Mauritius International Arbitration Centre) Rules.

- 17.4 The number of arbitrators shall be decided pursuant to section 11 of the International Arbitration Act 2008 of Mauritius.
- 17.5 The determination of an arbitration panel shall be final and binding.
- 17.6 The cost of arbitration shall be borne equally by the Parties.
- 17.7 The language to be used during the arbitration proceedings shall be English, and the juridical seat of arbitration shall be Mauritius.

18. GOVERNING LAW

- 18.1 The Parties agree that this Agreement is legally binding. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Mauritius.
- 18.2 Subject to clause 18, a Mauritian Court of competent jurisdiction shall have the exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement.

19. ETHICAL ENGAGEMENT GUIDELINES

Lender expects Company to abide by the principles of ethical engagement and employment while working on this project. The goal for these compliance measures is to ensure fair compensation, prevent land grabbing and/or use of coercion for accessing land or land related resources, exclude forced labor, free labor, and child labor in its operations, and prevent harassment, including sexual harassment. Company is expected to adhere to these measures using national and/or global (if national standards are absent) standards.

20. ASSIGNMENT

Company shall not assign this Agreement, or its rights or obligations under this Agreement, without the prior written consent of Lender. Lender reserves the right to assign all or part of its rights or obligations under this Agreement to a third party.

21. MARKETING & COMMUNICATIONS

- 21.1 Each Party has the right to speak about this Agreement, but written approval must be first sought on the following basis:
 - (A) In perpetuity, Company grants to Lender, the TerraFund Partners and TerraFund Donors the right to use any and all material provided by Company without notification to Company.

- (B) Any press releases written by Company related to this Agreement shall be subject to the prior review and approval of Lender.
- (C) Company must use the standard logo lock-up provided by the Lender when referring to their affiliation with TerraFund. When using this lock-up, no further logo approvals are necessary, with the exception of the cases outlined in this section.
- (D) Company may not use the logo of any individual TerraFund Partner or TerraFund Donor without the written consent of Lender.
- (E) Company, Lender, and the TerraFund Partners may mention each other in any other marketing, social media, or communications around the Project and partnership without explicit approval of the other party, as long as the guidelines in this Agreement are followed.
- (F) Company grants to each of the TerraFund Partners the right to use Company's name in connection with the Project without prior approval.
- (G) Company shall be responsible for obtaining written consent of any individuals in Photographs for the Lender and each of the TerraFund Partners to use their likeness.

IN WITNESS WHEREOF this Agreement has been executed on the date first above written.

.....
 NAME
 TITLE
 For and on behalf of
COMPANY NAME

.....
 Matt Eldridge
 Executive Director
 For and on behalf of
REALIZE IMPACT owner of **AFRICA TREES LTD**

**EXHIBIT A
BANK DETAILS**

COMPANY

Bank name:

Bank address:

SWIFT code:

Account name:

IBAN:

Account number:

Currency:

Company address:

AFRICA TREES

Bank name: AfrAsia Bank

Bank address: Bowen Square 10, Dr Ferrier Street, Port Louis, Mauritius

SWIFT code: AFBLMUMU

Account name: Africa Trees Ltd

IBAN: MU92AFBL2501130023000000018USD

Account number: 130023000000018

Lender Address: Rogers House 5, President John Kennedy Street, Port Louis,
Mauritius

EXHIBIT B
REPAYMENT SCHEDULE

EXHIBIT C
KYC INFORMATION

The following know your customer (KYC) information is required by the Mauritius regulators and/or Africa Trees prior to Africa Trees disbursing funds as an investment:

1. Corporate description
2. Certificate of incorporation
3. Tax identification number
4. Bank account information
5. Registered business location(s)
6. List of corporate officers
7. List of corporate directors
8. Table of shareholders
9. Table disclosing status of existing debt
10. Organization chart
11. A copy of the passport of the CEO.
12. Signed audited financials (or management accounts where audits are not available) from 2014 through 2025, or back to the incorporation of your company, if your company was incorporated after 2014.

EXHIBIT D
OUTCOME METRICS

The following outcome targets are required prior to Africa Trees disbursing funds as an investment. Any change in metrics after signature of this Agreement requires approval from Lender through a formal letter sent by the Company.

Company shall implement a Project in accordance with the requirements of TerraFund. Any information submitted on TerraMatch by the Company serves as a continuation of this scope of work.

[INSERT AND EDIT TERRAMATCH FIELD: Project Objectives]

Company shall achieve the following outcome targets by February 28, 2032. Guidelines for reporting against these targets can be found in Exhibit E.

Project Overview	Target
Cluster	[TEXT from Airtable]
Admin 1 Jurisdictions of Implementation	[TEXT from TerraMatch]
Admin 2 Jurisdictions of Implementation	[TEXT from TerraMatch]
Project Period	January 1, 2026 to February 28, 2032
Tree Restoration	
Number of Trees Planted in 2026	[# from TerraMatch]
Number of Additional Trees Planted in 2027	[# from TerraMatch]
Total Number of Trees Planted by Dec 31, 2027	[# from TerraMatch]
Total Number of Trees Planted by Species	[Array from TerraMatch]
Survival Rate of Planted Trees	[% from TerraMatch]
Total Number of Trees Naturally Regenerating by 2027	[# from TerraMatch]
Total Number of Trees Grown by Dec 31, 2032	[CALCULATION: Total Trees Planted x Survival Rate + Total Trees Regenerated]
Land Restoration	
Number of Hectares Under Restoration in 2026	[INPUT NUMBER, NOT IN TERRAMATCH]
Number of Additional Hectares Under Restoration in 2027	[INPUT NUMBER, NOT IN TERRAMATCH]
Total Number of Hectares Restored by Dec 31, 2032	[# from TerraMatch]

Number of Hectares Restored by Restoration Practice	[Array from TerraMatch with Practice & %]
Target Land Use Types	[Multiselect from TerraMatch]
Land Tenure Regime	[Multiselect from TerraMatch]
Jobs Created	
Total Number of People Employed	[# from TerraMatch]
Total Number of Volunteers Engaged	[# from TerraMatch]
People Benefitted	
Total Number of Direct Beneficiaries	[# from TerraMatch]
Type of Non-Tree Initiatives Supported	[INPUT FROM LIST]

EXHIBIT E
REPORTING TERMS & SCHEDULE

1. Requirements & Schedule

The following reports are required from the Company through February 28, 2032. Lender must approve all submitted documentation.

1. Quarterly financial management reports
 - a. To be provided within 30 days after the end of each calendar quarter (i.e., each three-month period of: Jan-Mar, Apr-Jun, Jul-Sep, Oct-Dec)
 - b. The quarterly reports shall include an income statement, cash flow statement, and balance sheet

2. Annual audited financial reports
 - a. To be provided within 90 days after the end of the Company's fiscal year
 - b. Signed by the auditor and company CEO
 - c. All financial reports should follow IFRS standards.
 - d. All financial reports can be standard reports generated by QuickBooks (or equivalent financial management software), a spreadsheet, or a report generated by a trained accountant.

3. Semi-annual outcome reports on the TerraMatch platform
 - a. Data on trees, employment, and other metrics, as outlined in Section 2, due on July 31 and January 31 of each year

 - b. Geospatial polygons, when required, due on July 31 and January 31 of each year, as outlined in Section 2.

The Lender also shall have (i) a right to examine and copy the Company's books and records at any time upon 10 days' notice to the Company; and (ii) a right to discuss the Company's affairs, finances and accounts with the Company's officers and its independent public accountants, at such reasonable times and as often as the Lender may reasonably request.

2. Outcome Reporting

The tree-based land restoration sector requires field-tested monitoring, reporting, and verification (MRV) approaches that are practical for the diverse range and scale of restoration projects required to address land degradation. The TerraFund MRV framework captures quantitative and qualitative data about project progress and learnings using nine indicator categories, novel technologies including remote sensing

methods, and its online platform, TerraMatch. TerraFund MRV brings together this set of tested biophysical, socioeconomic, and financial indicators, program-wide assessments, geospatial data models and analysis, an integrated digital platform for reporting and result sharing, and targeted assistance for project developers.

Lender may add monitoring, reporting, or verification requirements throughout the duration of this Agreement, but Company will be notified at least 30 days before a reporting deadline outlined in this Agreement.

Reporting Terms & Schedule

Company shall establish a profile on TerraMatch, an online platform managed by World Resources Institute, that encompasses the scope of work contained in this Agreement. World Resources Institute and Africa Trees will determine, in their sole discretion, the exact requirements for the Company, following the guidelines listed below.

TerraMatch Profile Creation

Company will create a “Project Profile” on the TerraMatch platform for this Project. Following guidance from its TerraFund project manager, Company shall create an individual “Site Profile” on TerraMatch for each geographically distinct restoration area, as well as a “Nursery Profile” on TerraMatch for each tree nursery that the project owns, manages, or operates in the context of this Agreement.

TerraMatch Reporting

Company submits 12 sets of reports in total, concluding with the final report on January 31, 2032. Each of these reports is submitted on TerraMatch and quality assured by Company’s assigned TerraFund project manager. Company is required to collect all information contained in the following reporting forms.

- **Project Report:** Every six months, Company shall submit a Project Report for each Project Profile. This report includes narrative information on the Project’s most important successes, challenges, and lessons learned during the reporting period, along with numerical data on the number of jobs created, volunteers engaged, and people benefitted, broken down into demographic categories, like age and gender. It also includes an “Employee Registry,” or a structured list of all people employed by the Project, to verify the submitted data.
- **Land Use Agreements:** Beginning with the first Project Report, Company is required to submit authentic documentation, signed by government authorities, traditional leaders, and/or landowners, that authorizes Company to operate on the land associated with this Agreement. The TerraFund portfolio manager will specify the exact type of documentation required and may require additional documentation throughout the Project.
- **Site Report:** Every six months, Company shall submit a Site Report for each Site Profile. This report includes data on the number of trees planted and naturally regenerated on the site (broken down by species). It includes information on the

survival rate of planted trees and the number of dead trees that have been re-planted.

- **Nursery Report:** Every six months, Company shall submit a Nursery Report for each Nurser Profile. This report includes data on the number of trees growing in each nursery (broken down by species) and a description of progress in the nursery during the reporting period.
- **Financial Report:** Once per year, Company shall submit a Financial Report for the project. This includes the audited financials and/or management reports of the organization, statistics pulled from that financial documentation, and a breakdown of the additional finance mobilized by Company over the past 12 months.
- **Expense Report:** Once per year, Company shall submit an Expense Report for the project, detailing expenditures for each line in the approved Budget.
- **Disturbance Report:** When a manmade, ecological, or climatic disturbance such as a drought kills trees associated with this Agreement, Company shall submit a Disturbance Report and mark each Site Profile and Polygon where trees have died.

In all Project, Site, and Nursery, and Disturbance Reports, Company shall submit high-quality, georeferenced photographs that show the associated work.

Geospatial Data in Polygons

Company shall provide highly accurate geolocation data in the form of “Polygons” for each restoration location funded through this Agreement. These Polygons represent the total number of hectares under restoration for the project and must fully enclose all areas of intervention. Each Polygon must include the following minimal “attribute information”: planting start date, restoration practice, target land use system, tree distribution (full coverage, partial, or line), and number of trees.

Company shall follow TerraFund’s guidance on creating this location data, attend trainings, and provide TerraFund’s geospatial staff access to any requested information about the restoration locations relevant to this Agreement. Company shall use the Flority, Greenhouse, and TerraMatch applications to collect this information, unless World Resources Institute approves an alternative system.

TerraFund staff shall aid Company in transforming this location data into highly accurate polygons, which are then uploaded to Company’s TerraMatch Project Profile and Site Profiles.

Site Visit Validation

Field coordinators from TerraFund Partners shall visit project sites regularly throughout the project cycle to assist Company and community members with implementation. Company shall host the TerraFund Partners or any of their designated third parties during formal field validation visits, which will occur at least 3 times during the project’s implementation. At minimum, these will occur in 2027, 2029, and 2032 and will be used

to validate the self-reported data found in Reports and Polygons. TerraFund Partners shall have the right to visit any of the sites that are governed by this Agreement within 10 days' notice as many times as the TerraFund Partners deem necessary.

Remote Sensing & Field Verification

World Resources Institute conducts Independent Verification of the Project at least 3 times during project progress, at 1, 3, and 5 years after trees are planted or begin regenerating within a Polygon. For each Polygon, World Resources Institute uses cutting-edge remote sensing data to independently analyze progress toward Tree Restoration and Hectares Restored indicators, combining that, where necessary, with field verification measurements. These results are compared against data from Reports to assess whether the Project's trees have survived.

Data Published on TerraMatch Dashboards

Once data from Reports, Polygons, and Independent Verification are compiled and approved, Africa Trees shall publish those results on a publicly accessible page on the TerraMatch website. VIA Foundation shall determine which data will be featured on this dashboard, but it shall consult with Company on the inclusion of data marked "private" before publication.

Data Sharing & Access

The Lender agrees to provide Company with any monitoring, reporting, and verification data related to this Project that is analyzed and collated by employees of any of the TerraFund Parties. All data submitted on TerraMatch is subject to the TerraMatch Terms of Service.

3. Outcome Attribution

Company confirms that Africa Trees is the only funder that has funded the outcomes outlined in Exhibit D. Africa Trees may, in its sole discretion, reallocate all or a portion of the outcomes in Exhibit D to any of TerraFund Donors.

Before engaging any external parties, Company shall notify Africa Trees before any of the trees planted, hectares restored, or any other outcomes metric funded through this Subagreement are included in a proposed carbon project. Africa Trees shall respond to the request within thirty (30) working days of submission.