



GAIA Fibonacci

Fibre REIT 1

GAIA FIBONACCI FIBRE REIT 1 LIMITED
(Incorporated in the Republic of South Africa)
(Registration number 2021/926046/06)
(the “**Company**”)

GFFR1 Ordinary Shares
(Share Code: 4AGFR1O, ISIN ZAE400000127)
(the “**Ordinary Shares**”)

GFFR1 Class A Preference Shares
(Share Code: 4AGFR1A, ISIN ZAE400000135)
(“**A Preference Shares**”)

LISTING BY WAY OF INTRODUCTION OF GAIA FIBONACCI FIBRE REIT ON CAPE TOWN EXCHANGE

LISTING PARTICULARS DOCUMENT

The definitions and interpretations commencing on page 10 of this Listing Particulars Document apply mutatis mutandis to this cover page.

This Listing Particulars Document has been prepared in accordance with and issued pursuant to the CTSE Listing Requirements for the purpose of providing information to the public and potential investors in regard to Gaia Fund Managers, the Company and its Subsidiaries (the “**Group**”). This Listing Particulars Document does not constitute and/or incorporate a prospectus and/or an invitation to the public to subscribe for Shares in the Company (as contemplated in terms of the Companies Act). The CTSE Issuer Regulation Committee has granted the Company a Listing by way of introduction of its Ordinary Shares and placement of its A Preference Shares on the securities exchange operated by CTSE, with the Ordinary Shares trading under the long name “GFFR1 Ordinary Shares”, abbreviated name “GFFR1 Ords”, CTSE Share code 4AGFR1O and ISIN ZAE400000127, and the A Preference Shares trading under the long name “GFFR1 A Pref Shares”, abbreviated name “GFFR1 A Prefs”, CTSE Share code 4AGFR1A and ISIN ZAE400000135.

The salient dates and times applicable to the Listing are set out in the table below:

ACTION/EVENT	DATE
Formal notice of the Company announced on the CTSE News Service	Friday, 3 December 2021
Listing Particulars Document distributed to Shareholders and made available for download	Friday, 3 December 2021
Listing of the Company's Ordinary Shares on CTSE at the commencement of trade	Friday, 10 December 2021
Listing of the Company's A Preference Shares on CTSE at the commencement of trade	Friday, 10 December 2021

Notes:

1. The salient dates and times set out in the table above are local South African dates and times.
2. The salient dates and times may be amended at the discretion of the Board of Directors of the Company.
3. Any amendment to the salient dates and times will be communicated in advance.

As at the Listing Date, the Authorised and Issued Share Capital of the Company will be as follows:

	Authorised	Issued
Ordinary Shares	100,000,000	100,000,000
A Preference Shares	10,000	2,938
Unspecified Shares	90,000	0

Notes:

1. Further information on the preferences, rights, limitations, and other terms attaching to the Authorised Share Capital has been included in section 2, paragraph 2.4 & 2.5 and Annexure 3 to this Listing Particulars Document.
2. Any proposed amendment to the Memorandum of Incorporation, variation of any preferences, rights, limitations and other terms attaching to any class of Shares already in issue, may not be implemented without a Special Resolution of the Shareholders of that class approving such amendment and/or variation.

This Listing Particulars Document includes particulars given in compliance with the CTSE Listing Requirements governing the Official List of Securities, for the purpose of giving information to the public and potential investors in regard to the Group and the Company. The Directors whose names appear in section 6 of this Listing Particulars Document, collectively and individually, accept full responsibility for the accuracy and/or completeness of the information contained herein and confirm that having made all reasonable enquiries, to the best of their knowledge and belief there are no other facts, the omission of which would make any statement herein false and/or misleading.

In compliance with the CTSE Listing Requirements, a summarised version of this Listing Particulars Document of the Company (being the Formal Notice) will also be published on the CTSE News Service on Friday, 3 December 2021.

Service Providers



DATE OF ISSUE: Friday, 3 December 2021

This Listing Particulars Document is available in English only and may be obtained from Friday, 3 December 2021, until Friday, 17 December 2021 (inclusive) at the registered offices of the Company and the offices at the addresses set out in the "Corporate Information" section of this Listing Particulars Document. A copy of the Listing Particulars Document will also be made available for download on the Company's website (www.gaia.group).

CORPORATE INFORMATION AND PROFESSIONAL SERVICE PROVIDERS

BOARD OF DIRECTORS

Matthys Michiel ("Mich") Nieuwoudt (Chairman)
Denzil Kennon
Marthinus Cornelius Stephanus ("Emcee") Nell
Yvette Louise Labuschagne*
Christiaan Pieter ("Riaan") van Heerden*
**Independent*

COMPANY SECRETARY

The Office in Stellenbosch
Registration No: 2011/126340/07

12 Meson Close,
Technopark,
Stellenbosch,
South Africa
7600

Email: ilzemarkie@theoffices.co.za
Tel: +27 (0) 21 882 9872

(Po Box 12700, Stellenbosch, 7613)

REGISTERED OFFICE

12 Meson Close,
Technopark,
Stellenbosch,
South Africa,
7600

Email: info@gaia.group
Tel: +27 (0) 21 671 7210

LEGAL ADVISORS

Cliffe Dekker Hofmeyr
Registration No: 2008/078923/21

1 Protea Place,
Sandown,
Johannesburg,
South Africa
2196

Email: werner.dewaal@cdhlegal.com
Tel: +27 (0) 11 562 1000

(Private Bag X40, Benmore, 2010)

7 Ray Close Consulting (Pty) Ltd t/a RH Legal
Registration No.: 2020/437479/07

7 Ray Close,
Eversdal,
7550

Email: roelf@rhlegal.co.za
Tel: +27 (0) 82 458 3293

INCORPORATION DETAILS

Date of Incorporation
7 October 2021

Place of Incorporation
Cape Town

Tax residency of the Company
South Africa

INTERNAL ISSUER AGENTS

Hendrik Snyman
Kilian Schabort

BANKERS

Investec Bank Limited
Registration No: 1969/004763/06

100 Grayston Drive,
Sandton,
South Africa,
2196

(PO Box 785700, Sandton 2146)

Email: BusinessTXBGauteng@investec.co.za
Tel: +27 (0) 11 286 7000

TRANSFER SECRETARIES

CTSE Registry Services Proprietary Limited
Registration No: 2016/196777/07

5th Floor, Building B,
The Woodstock Exchange Building,
66-68 Albert Road,
Woodstock,
South Africa
1925

(Postnet Suite 5, Private Bag X4, Woodstock, 7915)

ACCOUNTANT

The Office Review Services
Registration No: 2013/137139/07

12 Andmar Building,
Cnr Church & Ryneveld Street,
Stellenbosch,
South Africa,
7600

Email: shana@reviewservice.co.za
Tel: +27 (0) 21 882 9872

(Po Box 12700, Stellenbosch, 7613)

REPORTING ACCOUNTANT & AUDITOR

Moore Stellenbosch Inc.
Registration No: 1998/023606/21

Moore Stellenbosch Building,
24 Techni Avenue,
Techno Park,
Stellenbosch,
South Africa
7613

Email: pieter@mstb.co.za
Tel: +27 (0) 21 880 1718

(Po Box 12246, Stellenbosch, 7613)

MODEL AUDITORS

Ernst & Young Advisory Services
Registration No: 2006/018260/07

3rd floor, Waterway House,
3 Dock Road,
V&A Waterfront,
PO Box 656,
Cape Town,
8000

Email: john.potgieter@za.ey.com
Tel: +27 (0) 11 772 4000

IMPORTANT LEGAL STATEMENTS

No Offer is being made to the public (as contemplated in terms of the Companies Act):

1. This Listing Particulars Document is not an invitation to the public to subscribe for Securities in the Company (as contemplated in terms of the Companies Act), but is issued in compliance with the CTSE Listing Requirements for purposes of furnishing information to Shareholders, the Public and potential investors with regards to the Group, the Company and its Subsidiaries and more specifically, the Listing.
2. This Listing Particulars Document does not constitute, envisage and/or represent an offer to the public in South Africa, as contemplated in terms of the Companies Act, nor does it constitute a prospectus registered in terms of the Companies Act.

Forward-Looking statements

3. This Listing Particulars Document contains statements about the Company that are or may be forward-looking statements. All statements, other than statements of historical or contractual fact are, or may be deemed to be, forward-looking statements, including, without limitation, those concerning: strategy; the economic outlook of the Company; growth prospects and outlook for operations, individually or in the aggregate; and liquidity and capital resources and expenditure. These forward-looking statements are not based on historical facts, but rather reflect current expectations concerning future results and events and generally may be identified by the use of forward-looking words or phrases such as "believe", "aim", "expect", "anticipate", "intend", "foresee", "forecast", "likely", "should", "budget", "planned", "may", "estimated", "potential" or similar words and phrases.
4. Examples of forward-looking statements include statements regarding a future financial position or future profits, cash flows, corporate strategy, estimates of capital expenditures, acquisition strategy, future capital expenditure levels, and other economic factors, such as, inter alia, interest rates.
5. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. The Company cautions that forward-looking statements are not guarantees of future performance. Actual results, financial and operating conditions, liquidity, and the developments within the industry in which the Group operates may differ materially from those made in, or suggested by, the forward-looking statements contained in this Listing Particulars Document.
6. All these forward-looking statements are based on estimates and assumptions made by the Company, and, although the Company believes them to be reasonable, are inherently uncertain and therefore, may not eventuate. Many factors (including factors not yet known to the Company, or not currently considered material) could cause the actual results, performance or achievements to be materially different from any future results, performance or achievements expressed or implied in those estimates, statements or assumptions.
7. Potential investors should keep in mind that any forward-looking statement made in this Listing Particulars Document or elsewhere is applicable only at the date on which such forward-looking statement is made. New factors that could cause the business of the Company not to develop as expected may emerge from time to time, and it is not possible to predict all of them. Further, the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statement is not known.
8. The Company has no duty to update or revise the forward-looking statements contained in this Listing Particulars Document after the date of this Listing Particulars Document, except as may be required by law but may do so at its own discretion.

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ACTIONS REQUIRED BY SHAREHOLDERS

The definitions and interpretations commencing on page 10 of this Listing Particulars Document apply *mutatis mutandis* to this section on the actions required by Shareholders. Please take careful note of the following provisions regarding the actions required by Shareholders.

Introduction

1. Shareholders are referred to the Formal Notice announced on the CTSE News Service and published on the Company's website on Friday, 3 December 2021 relating to the admission of the Company to the official list of issuers of CTSE. As a result, Shares in the Company may forthwith trade on CTSE.
2. It is envisaged that the transfer to CTSE will not only enhance the ability of existing and prospective Shareholders to buy and sell preference shares in the Company in a cost-effective manner but will also simplify the process for trading in preference shares.

Background to Cape Town Exchange

3. CTSE is a fully-fledged licensed stock exchange in South Africa, introducing a unique trading platform structure into the South African market utilising a pre-validation-and-funding model through the CTSE Registry® (a STRATE-approved transfer secretary and a wholly-owned subsidiary of CTSE).
4. The unique infrastructure and technology owned and applied by CTSE make financial markets more inclusive by providing a safe and licensed platform facilitating easier market access in a cost-effective manner. By way of example, CTSE operates on a "no minimum trading fee"-policy and is the only regulated exchange in South Africa currently operating in this manner and fashion. For more information on CTSE, visit www.ctexchange.co.za.
5. The following administrative matters relating to Shares as a result of the Listing should be noted:
 - 5.1 Shareholders wishing to trade their Shares after Listing will have to open a share trading account with a broker (which is an authorised user of CTSE), to ensure that their Shares can trade in electronic form pursuant to the Listing. Upon opening the account, Shareholders will also be required to complete the FICA process with the broker (including the submission of all documents required under FICA). For the avoidance of doubt, to the extent that Shareholders have not opened broker accounts and/or completed the FICA process pursuant to the Listing, such Shareholders will not be able to trade their Shares;
 - 5.2 Shareholders should take note that Shares, which have not been part of an audit cycle of the Company, will be restricted for trade only once the Financial Information Waiver is signed with trade only being possible with CIS compliant vehicles or Qualifying Investors (non-retail investors),
 - 5.3 The above restriction on the trade of Shares will only be lifted on the release of audited financials of the Company, and
 - 5.4 In order to implement the Listing in accordance with its terms and for the Shares to be traded on CTSE, the Company will, at its cost, undertake the Mass Dematerialisation as detailed below.
6. Dematerialisation:
 - 6.1 All Certificated Shares held by Shareholders immediately prior to the Listing will be converted upon the Listing into Dematerialised Format;
 - 6.2 CTSE Registry will hold such Dematerialised Shares for and on behalf of each Shareholder who will continue to be the beneficial owner thereof. Shareholders will receive a notification (either by email or SMS) from CTSE Registry immediately after the Listing, which will confirm the number of Shares held by such Shareholders (which Shares will then be in Dematerialised format).
7. Notwithstanding the Dematerialisation, Shareholders will be entitled pursuant to the Listing, to rematerialize their Dematerialised Shares to Certificated Shares in accordance with sections 49(6) and 54 of the Companies Act. Shareholders wishing to do this should contact their brokers in respect hereof.

SALIENT DATES AND TIMES APPLICABLE TO THE LISTING

The definitions and interpretations commencing on page 10 of this Listing Particulars Document apply *mutatis mutandis* to the following salient dates and times applicable to the Listing.

Set out in the table below are the salient dates and times relating to the Listing of the Company:

ACTION/EVENT	DATE
Formal notice of the Company announced on the CTSE News Service	Friday, 3 December 2021
Listing Particulars Document distributed to Shareholders and made available for download	Friday, 3 December 2021
Listing of the Company's Ordinary Shares on CTSE at the commencement of trade	Friday, 10 December 2021
Listing of the Company's A Preference Shares on CTSE at the commencement of trade	Friday, 10 December 2021

Notes:

1. The salient dates and times set out in the table above are local South African dates and times.
2. The salient dates and times may be amended at the discretion of the Board of Directors of the Company.
3. Any amendment to the salient dates and times will be communicated in advance.

DEFINITIONS AND INTERPRETATIONS

In this Listing Particulars and annexures hereto, unless the context indicates otherwise, a word or an expression which denotes any gender includes the other genders, a natural person includes a juristic person and *vice versa*, the singular includes the plural and *vice versa*, and the following words and expressions bear the meanings assigned to them below:

"A Preference Shares"	means the Class A Preference Shares, each of no-par value, in the Authorised and Issued Share Capital of the Company;
"A Preference Shareholders" or "Holders"	means registered beneficial holders of the A Preference Shares;
"A Preference Share Listing Date"	means the expected date on which the Listing of the A Preference Shares will become effective, being at the commencement of trade on Friday, 10 December 2021;
"Accountant"	means The Office Review Services (Registration Number: 2013/137139/07), being the accountants of the Company;
"Asset Management Agreement" or "AMA"	means the contract concluded between Gaia Fund Managers, the Company and each fibre network, under which Gaia Fund Managers undertakes to manage the REIT as well as the interests of the respective preference shareholders in the underlying Property SPVs and their investments in fibre networks;
"Authorised Share Capital"	means the maximum amount of capital that the Company may raise through the issue of shares to shareholders;
"Averge" or "Averge Technologies"	means AVT Infrafin (Pty) Ltd (Registration Number: 2019/302693/07), a private company duly registered and incorporated in accordance with the company laws of South Africa, being the preferred Operations and Maintenance Provider to the Company and its subsidiaries;
"Beneficial Interest"	means in relation to: (a) any interest in a security means the <i>de facto</i> right or entitlement to directly receive the income payable in respect of that security and/or exercise or cause to be exercised, in the ordinary course of events, any or all of the voting, conversion, redemption, or other rights attaching to that security; (b) any other interest, means the obtaining of any benefit or advantage, whether in money, in-kind, or otherwise, as a result of the holding of that interest; and/or (c) in respect of the interests described in (a) and (b) above, means the <i>de facto</i> right or entitlement to dispose or cause the disposal of the Company's securities, or any part of a Distribution in respect of securities;
"Board" or "Board of Directors"	means the board of directors of the Company, as constituted from time to time;
"Business Day"	means any day other than a Saturday, Sunday, or official public holiday in South Africa and on which day CTSE is open for trading;
"Certificated Shareholders"	means Shareholders who hold Certificated Shares;
"Certificated Shares"	means Shares that have not been Dematerialised, title to which is evidenced by a Share certificate or other Document of Title;
"CIPC"	means the Companies and Intellectual Property Commission established pursuant to section 185 of the Companies Act;
"CIS"	means a " <i>collective investment scheme</i> " as defined in the Collective Investment Schemes Control Act;
"Companies Act"	means the Companies Act, No. 71 of 2008, as amended from time to time;
"Companies Regulations"	means the Companies Regulations 2011, promulgated pursuant to the Companies Act;
"Company", "Issuer"	means Gaia Fibonacci Fibre REIT 1 Limited (Registration number 2021/926046/06) a limited-liability public company duly registered and incorporated in accordance with the company laws of South Africa;
"Company Secretary"	means The Office in Stellenbosch (Registration number 2011/126340/07), a private company duly registered and incorporated in accordance with the company laws of South Africa, being the Company Secretary of the Company;
"Constitution" or "Memorandum of Incorporation" or "MOI"	means the memorandum of incorporation of the Company or any equivalent constitutive documents, as amended from time to time;
"Contracts of Significance"	means a contract involving aggregate cash flows in amount or value equal to 10% or more of the aggregate of the Company's Share capital and reserves;
"Controlling Shareholder"	means a " <i>controlling shareholder</i> " as contemplated in terms of the CTSE Listing Requirements;

"CSDP"	means a Central Securities Depository Participant, accepted as a participant in terms of the Financial Markets Act, with whom a Shareholder holds a Dematerialised Share account;
"CTSE" or "Cape Town Exchange"	Means The Cape Town Stock Exchange Proprietary Limited (Registration Number: 2013/031754/07), a private company duly registered and incorporated in accordance with the company laws of South Africa and licensed as an exchange in terms of the Financial Markets Act;
"CTSE Exchange Rules"	means the exchange rules of CTSE, as amended from time to time;
"CTSE Listings Requirements" or "CTSELR"	means the listings requirements of CTSE, as amended from time to time;
"CTSE News Service"	means the news service operated by CTSE for the purpose of disseminating information in relation to CTSE, CTSE Authorised Users, issuers listed on CTSE and issuer agents;
"CTSE Registry"	means CTSE Registry Services Proprietary Limited (Registration Number: 2016/396777/07), a limited liability private company duly registered and incorporated in accordance with the company laws of South Africa and a wholly-owned subsidiary of CTSE;
"Day"	means a calendar day (ie. any day of the week);
"Dematerialise" or "Dematerialisation"	means the process by which Certificated Shares are converted into an electronic format as Dematerialised Shares and recorded in the Company's uncertificated Share Register administered by a CSDP;
"Dematerialised Shareholders"	means Shareholders who hold Dematerialised Shares;
"Dematerialised Shares"	means Shares which have been incorporated into the Strate system and which are no longer evidenced by Share certificates or other physical Documents of Title;
"Directors"	means a member of the Board of the Company, as contemplated in terms of section 66 of the Companies Act, or an alternate Director of the Company and includes any person occupying the position of a Director or an alternate Director, by whatever name designated;
"Distribution"	means a " <i>distribution</i> " as contemplated in terms of the Companies Act;
"Documents of Title"	means Share certificates, certified transfer deeds, balance receipts or any other physical documents of title pertaining to in each case in a form acceptable to the Board;
"EPS"	means earnings per Share;
"Exchange Control Regulations"	means the Exchange Control Regulations, 1961, as amended from time to time, issued in terms of section 9 of the Currency and Exchanges Act, No. 9 of 1933, as amended;
"Fibonacci Managers"	means Fibonacci Managers Proprietary Limited (Registration Number: 2020/444015/07), a private company duly registered and incorporated in accordance with the company laws of South Africa, being a wholly owned subsidiary of Fibonacci Holdings Proprietary Limited (Registration Number: 2018/506637/07) being a 49% shareholder of the Ordinary shares in the Company;
"Fibre Management Administrative Services"	Means Fibre Management Administrative Services Proprietary Limited (Registration Number: 2021/990713/07, a private company duly registered and incorporated in accordance with the company laws of South Africa.
"Financial Information Waiver"	means the waiver, as provided for in Annexure 8 to be signed by Investors prior to their investment into a Preference Share.
"Financial Markets Act"	means the Financial Markets Act, No 19 of 2012, as amended from time to time;
"Formal Notice"	means the Formal Notice announced by the Company on the CTSE News Service, dated Friday, 3 December 2021, in terms of which the Company advised of its intention to List on the securities exchange operated by CTSE;
"Gaia Fund Managers"	means Gaia Fund Managers (Pty) Ltd (Registration Number: 2015/059447/07), a private company duly registered and incorporated in accordance with the company laws of South Africa, being a 51% shareholder of the Ordinary Shares of the Company;
"Group"	means Gaia Fund Managers as the majority owner and manager of the Company, the Company, and its Subsidiaries;
"HEPS"	means headline earnings per Share;
"Holder" or "Holders"	means, in relation to any Outstanding Preference Share and at any time, the person who then holds that Outstanding Preference Share (and whose name is reflected in the Issuer's share register as the Holder of that Outstanding Preference Share), and "Holders" means all of them (as the context may require);
"Holding Company"	means a " <i>holding company</i> " as contemplated in terms of the Companies Act;
"IFRS"	means the International Financial Reporting Standards as formulated by the International Accounting Standards Board;
"Income Tax Act"	means the Income Tax Act, No. 58 of 1962, as amended from time to time;

"International Standards on Auditing" or "ISA"	means the International Standards on Auditing as issued by the International Federation of Accountants through the International Auditing and Assurance Standards Board;
"IRBA"	means the Independent Regulatory Board for Auditors;
"Issued Share Capital"	means the issued Share capital of the Company as at the Listing Date, each of no-par value;
"Issuer Regulation Committee"	means the committee responsible for listing matters, established by the CTSE Board, with the responsibility of ensuring compliance with the Listings Requirements and taking the appropriate actions as may be necessary to manage non-compliance with the Listings Requirements by Listed companies, and any risks arising as a result of non-compliance;
"Issuer Regulation Division"	means the division of CTSE which carries out the day-to-day administration, management, enforcement, and implementation of the CTSE Listing Requirements and the CTSE Rules;
"King IV" or "King Report"	means the King IV Report on Corporate Governance for South Africa 2016, as amended from time to time;
"Last Practicable Date"	means the last practicable date prior to the finalisation of this Listing Particulars, being Friday, 10 December 2021;
"Legal Advisors"	means Cliffe Dekker Hofmeyr (Registration Number: 2008/078923/21) and 7 Ray Close Consulting (Pty) Ltd Registration Number: 2020/437479/07 trading as RH Legal both being incorporated companies in accordance with the company laws of South Africa, being the legal advisors to the Company;
"List" or "Listing" or "Listed"	means admitted to the Official List of CTSE, and the term "Listing" shall be construed accordingly, it being anticipated that the listing and dealing in the Ordinary Shares of the Company and the A Preference Shares are expected to commence on the Listing Date;
"Listing Date" or "Ordinary Shares Listing Date"	means the expected date on which the Listing of the Ordinary Shares will become effective, being at the commencement of trade on Friday, 10 December 2021;
"Listing Particulars" or "Listing Particular Document" or "Document"	means this Listing Particulars Document relating to the Company, dated Friday, 10 December 2021, which has been prepared in accordance with the CTSE Listing Requirements and the Companies Act;
"Listing Undertaking"	means the undertaking provided by the Company to CTSE in anticipation of the Listing, which undertaking is in the form set out in Appendix 4 to the CTSE Listing Requirements;
"Majority Investor" or "Majority Holder"	means the Holders able to exercise not less than 50.1% of the voting rights attaching to all Outstanding Preference Shares;
"Ord Participation Distribution"	means the distribution to be paid to Gaia Fund Managers and Fibonacci Managers pursuant to the application of the payment waterfall as directed in the Preference Share Terms.
"Manager"	means Gaia Fund Managers;
"Material"	<p>means:</p> <p>a) in the context of information, information that, if omitted or misstated, could or should influence the economic decisions of investors. Without limiting the foregoing, a change of 10% (ten percent) or more of either gross revenue, operating expenses, net assets, or market capitalisation of the Company shall be deemed to influence the decisions of investors;</p> <p>b) in any other context, 10% (ten percent) or more of either gross revenue, operating expenses, net assets, or market capitalisation of the Company,</p> <p>and the term "Materially" shall be construed accordingly;</p>
"NAVPS"	means net asset value per Share;
"NTAVPS"	means net tangible asset value per Share;
"Official List"	means the List of all Securities admitted for quotation on the main market or official market of CTSE;
"Ordinary Shares"	means ordinary shares, each of no-par value, in the Authorised and Issued Share Capital of the Company;
"Ordinary Shareholders"	means registered beneficial holders of the Ordinary Shares;
"Outstanding Preference Share"	means, on any day, any Preference Share which has been issued but which has not been redeemed, and "Outstanding Preference Shares" means all or some of them (as the context may require);
"Pari Passu"	means in relation to the rights attaching to a class of Securities of a company, that such rights are identical and rank equal in each and every respect;
"Person"	means a <i>"person"</i> as contemplated in terms of the Companies Act;
"Preference Shares"	means 10,000 Class A Preference Shares in the Issuer;
"Preference Share Subscription Agreement" or "PSSA"	"Preference Share Subscription Agreement" means the agreement entitled <i>"Preference Share Subscription Agreement"</i> , entered into by the Issuer (as issuing company) and the subscribers including any annexures and schedules, as amended from time to time;

"Preference Share Sweep Rate"	means 90%;
"Preference Share Terms"	means the preferences, rights, limitations, and other terms attaching to each preference share.
"Preference Dividend"	means, in relation to each Preference Share, and on each relevant Dividend Payment Date, an amount equal to the Available Cash for Distributions divided by the number of Outstanding Preference Shares on that Dividend Payment Date;
"Property SPV", "GF Property SPV 1" or "SPV 1"	means GF Property SPV 1 (Registration nr. 2021/532276/07) which will hold the fibre networks held at various sites across South Africa, see Annexures 5-7 for details;
"Public"	means " <i>public</i> " as contemplated in terms of the Companies Act;
"Rand" or "R"	means South African Rand, being the lawful currency of South Africa;
"REIT"	means the Company and its Subsidiaries;
"Reporting Accountant & Auditor's Report"	means the report issued by the Reporting Auditor in accordance with paragraph 8.8 of the CTSE Listing Requirements;
"Reporting Accountant & Auditor"	means Moore Stellenbosch Inc. (Registration Number: 1998/023606/21), being the Reporting Accountant & Auditor of the Company, an audit firm acceptable to CTSE and registered with IRBA;
"Scheduled Dividend Payment Date" or "Dividend Payment Date"	means, prior to the Redemption Date, 31 March, and 30 September of each year (or such other dates as the Board may determine in accordance with the Asset Management Agreement);
"Securities"	means " <i>securities</i> " as contemplated in terms of the Financial Markets Act;
"Shareholders"	means either or both the Ordinary Shareholders or the A Preference Shareholders as the context may indicate;
"Shares"	means either or both the Ordinary Shares or the A Preference Shares as the context may indicate;
"Share Register"	means the share register of the Company which is required to be established by a for-profit company in terms of section 50(1) of the Companies Act;
"South Africa"	means the Republic of South Africa;
"Special Resolution"	means a special resolution as contemplated in terms of section 65(9) of the Companies Act, which in terms of the Constitution of the Company must be approved by at least 75% (seventy-five percent) of the voting rights entitled to be exercised;
"Strate"	means Strate Proprietary Limited (Registration Number: 1998/022242/07), a private company duly registered and incorporated in accordance with the company laws of South Africa, a central securities depository licensed in terms of the Financial Markets Act and responsible for the electronic clearing and settlement system provided to CTSE;
"Subsidiary"	means a " <i>subsidiary</i> " as contemplated in terms of the Companies Act; and
"VAT"	means value-added tax;



GAIA Fibonacci

Fibre REIT 1

GAIA FIBONACCI FIBRE REIT 1 LIMITED
(Incorporated in the Republic of South Africa)
(Registration number 2021/926046/06)
(the “**Company**”)

GFFR Ordinary Shares
(Share Code: 4AGFR1O, ISIN ZAE400000127)
(the “**Ordinary Shares**”)

GFFR Class A Preference Shares
(Share Code: 4AGFR1A, ISIN ZAE400000135)
(“**A Preference Shares**”)

LISTING PARTICULARS

A. INTRODUCTION

Shareholders are referred to the Formal Notice announced by the Company on the CTSE News Service, dated Friday, 3 December 2021, in terms of which the Company advised of its intention to List its Ordinary Shares and A Preference Shares on the securities exchange operated by CTSE.

B. PURPOSE OF THIS DOCUMENT

The purpose of this Listing Particulars Document is to:

- 1.1. in accordance with the CTSE Listing Requirements, furnish relevant information about Gaia Fund Managers, the REIT, and the Listing, to Shareholders, the Public and potential investors;
- 1.2. furnish information to Shareholders and prospective investors with regards to the REIT and its operations and investments; and
- 1.3. communicate the salient details relating to the Listing.

C. GENERAL OVERVIEW OF THE REIT

- 2.1 The REIT was established by the Manager and Fibonacci as a ring-fenced entity for the express purpose of providing institutional and retail investors with a first of its kind access to fibre infrastructure investments in South Africa.
- 2.2 REITs provide investors with access to rental income from immovable property as if they are direct owners in the immovable property.
- 2.3 Fibre network infrastructure investments being accessed through tax efficient REITs is well known internationally, but the application to the South African market is unique.
- 2.4 The REIT is an attractive product for long-term investors with the REIT or its subsidiary Property SPVs being exempt from corporate tax on income, capital gains tax (“CGT”) on the profit made on the sale of the fibre network as well as securities transfer tax and dividend withholding tax. This passes the benefit of the tax onto the investor.
- 2.5 The investor can then, in turn, optimise their own tax situation, in the same way had they held the immovable property, and thus the rental income, directly. The investor is thus empowered to structure their individual portfolios to take control of their own tax situation.
- 2.6 It is important to note that the investor will be subject to CGT on the profit made on the sale of the REIT Preference Shares.
- 2.7 Gaia Fund Managers is a registered financial services provider (license number 46028) and is considered a leading specialist secondary market infrastructure transaction team in South Africa, having concluded multiple fibre network infrastructure, 12 renewable energy and one toll road transaction to a value in excess of R3.6 billion for South African institutional investors, as well as Gaia Infrastructure Capital Limited, a JSE main board listed investment holding company and the listing of Gaia Renewables 1 on the CTSE in October 2020.
- 2.8 Fibonacci Managers co-founded Capitis Equities, a venture capital fund, which has now grown to R500million in just under 4 (four) years. Fibonacci Managers boasts experience in the renewable energy project development, fibre network development and operations industries with a specialist focus on tax and value additive business administration functions.
- 2.9 To date, Gaia-managed fibre network investments with Fibonacci Managers as Administrators have successfully closed on more than 14 fibre networks with a strong geographical presence in Gauteng and Western Cape.
- 2.10 Pursuant to the listing of the A Preference Shares, the REIT, acting through GF Property SPV 1, will acquire its first direct interest in a portfolio of geographically distributed fibre networks across South Africa.

- 2.11 A Preference Share investors have committed to a total investment of R115.7m of which R34m will be utilised for the initial investment (see paragraph 2.13 for detail of usage of initial funding).
- 2.12 The remaining funding will be drawn down on through a Specific Issuance of A Preference Shares. This will be utilised and applied to follow-on fibre network investments which is approved by the REIT's Investment Committee which is provided as a recommendation to the REIT's board who in turn will approve and resolve that the GF Property SPV 1 enter into the investment.
- 2.13 The REIT's Investment Committee's investment process assesses opportunities to ensure that the Property SPVs will only enter into qualifying investments. Qualifying investments include only brownfields, secondary transactions in Southern Africa with a minimum uptake and return characteristics which provides the Investment Committee with a prudent level of confidence that the targeted IRR of CPI + 10% is obtainable.
- 2.14 A schematic diagram depicting the REIT structure pursuant to the listing of the Ordinary and A Preference Shares are provided in Annexure 1.A.

D. RATIONALE FOR THE LISTING & PROSPECTS OF THE COMPANY

The rationale for the Listing is primarily the following:

4.1 Provide Access to Infrastructure as an Asset Class

Infrastructure as an asset class can provide investors with stable inflation-linked cash returns whilst preserving their capital. However, the current means of gaining access to infrastructure includes a daunting and protracted process requiring, amongst other things negotiating lengthy contracts. This process is far removed from investors' ordinary means of acquiring shares on a trading platform and therefore acts as a significant investment barrier to entry and exit. In addition to the process, the unlisted equity available in the fibre networks precludes certain CIS portfolios from acquiring interests in infrastructure. A listed security removes many of the entry and exit barriers for investors and allows infrastructure to take up its rightful place as an asset class in many investor portfolios.

This will create an awareness with prospective institutional investors and retail investors seeing the value of investing in Gaia Fund Managers' managed funds.

4.2 Transparent Regulatory Environment

In addition to the regulatory requirements applicable to Gaia Fund Managers as a regulated investment manager, as a listed entity the REIT will need to comply with the Listing Requirements of CTSE, which will provide investors with additional transparency and corporate governance comfort.

4.3 Access to Capital

As a listed entity, the REIT will enable CIS portfolios and regulated pension funds to increase their allocation to infrastructure from an unlisted instrument threshold of 5% to 10%. The ability to do this will open a unique market opportunity for future CIS compliant portfolios to invest in CTSE listed infrastructure investments via new issuances of preference shares in the REIT.

Illustrated in Annexure 1.B is a schematic representation of the future high-level structure of the REIT pursuant to the issuance and listing of new classes of preference shares corresponding to new investments in fibre networks. Each class of preference share will be linked to a property special purpose vehicle which is invested in a specific portfolio of fibre networks with a corresponding asset management agreement with Gaia Fund Managers.

4.4 Investing into South Africa, its people and its growth

South Africa continues to see a large drive, from both private and public institutions, to increasing the fibre network reach throughout South Africa. The REIT will provide a tax efficient channel through which funding can be allocated to expedite the growth of the internet backbone in South Africa. The connectivity is critical to create a more inclusive society where more South Africans are introduced to the world economy providing access to the tools with which to contribute to their own livelihoods and those of the greater South African community. Fibre infrastructure will remove the barriers to global connectivity further enhancing South Africa's image as an attractive investment destination.

SIGNED FOR AND ON BEHALF OF THE BOARD OF DIRECTORS

By order of the Gaia Fibonacci Fibre REIT 1 Board of Directors



MM Nieuwoudt

Chairperson

Gaia Fibonacci Fibre REIT 1 Ltd

SECTION 1: GENERAL INFORMATION PERTAINING TO THE COMPANY, ITS ADVISORS AND THE LISTING PARTICULARS

1.1 Full name, registration number, address of registered office and website

1.1.1. The full name of the Company is:

"Gaia Fibonacci Fibre REIT 1 Ltd"

1.1.2. The registration number of the Company is:

2021/926046/06

1.1.3. The registered address of the Company is:

12 Meson Close,
Techno Park,
Stellenbosch,
7600

1.1.4. The website of the Company is:

www.gaia.group

1.2 Tax residency of the Company

The Company is a tax resident of South Africa.

1.3 Details of the Company's professional service providers

The details of the Company's professional advisors are set out in "Corporate Information and Service Providers" section of this Listing Particulars Document.

1.4 Date and country of incorporation and the authority under which the Company was incorporated or otherwise established

1.4.1. Date of incorporation of the Company: 7 October 2021

1.4.2. Place of incorporation of the Company: Cape Town, South Africa.

1.4.3. Authority under which the Company was incorporated: The Company was incorporated under the instruction of Mr Marthinus Cornelius Stephanus Nell, as Managing Director of Fibonacci Managers, who, subsequent to the incorporation of the Company, was appointed as a Director of the Company.

1.5 Summary of the salient terms of the MOI of the Company

Set out in the table below is a summary of the relevant provisions of the MOI of the Company in relation to, *inter alia*, Directors' power and authority, changes to the Authorised and Issued Share Capital and Distributions:

CTSE Listing Requirement	Extracts of relevant MOI provisions
Directors' powers regarding the issue of shares and variation of rights	<p>Clause 6.3</p> <p>The Board shall not have the power to increase or decrease the number of authorised Shares of any Class of the Company's Shares; create any new Class or Classes of authorised but unissued Shares; consolidate and reduce the number of the Company's issued and authorised Shares of any Class; subdivide its Shares of any Class by increasing the number of its issued and authorised Shares of that Class without an increase of its capital; convert any Class of Shares into one or more other Classes of Shares; reclassify any classified Shares that have been authorised but not issued; classify any unclassified Shares that have been authorised but not issued; vary any preference rights, limitations or other terms attaching to any Class of Shares; or change the name of the Company, and such powers shall only be capable of being exercised by the Ordinary Shareholders by way of a Special Resolution of the Ordinary Shareholders and (to the extent required) an amendment to the Memorandum of Incorporation.</p>

	<p>Clause 6.5</p> <p>Each Share issued by the Company has associated with it an irrevocable right of the Shareholder of that Class of Shares to vote on any proposal to amend the preferences, rights, limitations and other terms associated with that Share as contemplated in clause 23.2 (see MOI and below). The variation of any preferences, rights, limitations and other terms associated with any Class of Shares as set out in this Memorandum of Incorporation may be enacted only by an amendment of this Memorandum of Incorporation by Special Resolution of the Ordinary Shareholders. If any amendment of the Memorandum of Incorporation relates to the variation of any preferences, rights, limitation or any other terms attaching to any other Class of Shares already in issue, that amendment must not be implemented without a Special Resolution first having been adopted by the holders of Shares of that Class at a separate meeting.</p> <p>Clause 23.2</p> <p>The holders of Securities other than Ordinary Shares shall be entitled to vote on a resolution applicable to that Class of Shares held by the applicable Shareholders at a meeting of the Shareholders only pursuant to a Special Resolution of the Ordinary Shareholders authorizing such holders of Securities to vote on such matter as stipulated in the Special Resolution; or if any resolution is proposed as contemplated in clause 6.5 (see MOI) or a Shareholder holding a Class of Shares is entitled to vote in terms of the preferences, rights, limitations and other terms associated with such Class of Shares, then the holder of such Shares ("Affected Shareholders") is entitled to vote at the meeting of Ordinary Shareholders as contemplated in clause 23.1 (see MOI), provided that the votes of the Shares of that Class held by the Affected Shareholders shall not carry any special rights or privileges and each Affected Shareholder shall be entitled to exercise such number of voting rights prescribed by the preferences, rights, limitations and other terms associated with such Class of Shares.</p>
Borrowing powers exercisable by the Board	<p>Clause 14</p> <p>The Board may authorise the Company to issue secured or unsecured Debt Instruments as set out in section 43(2), but, save to the extent permitted in terms of clause 14.2 (see MOI), no special privileges associated with any such Debt Instruments as contemplated in section 43(3) may be granted, and the authority of the Board in such regard is accordingly limited by this Memorandum of Incorporation.</p>
Financial Assistance	<p>Clause 17</p> <p>The Board may authorise the Company to provide financial assistance by way of loan, guarantee, the provision of security or otherwise to any person for the purpose of, or in connection with, the subscription of any option, or any Securities, issued or to be issued by the Company or a related or inter-related company, or for the purchase of any such Securities, as set out in (and in accordance with) section 44, and the authority of the Board in this regard is not limited or restricted by this Memorandum of Incorporation.</p>
Acquisition by the Company of its Own Shares	<p>Clause 18.1</p> <p>Subject to the CTSE Listing Requirements, the provisions of the Act, including section 48, and the further provisions of this clause 18 (see MOI) the Board may, subject to clause 18.3 (see MOI), determine that the Company acquire a number of its own Shares.</p> <p>Clause 18.2</p> <p>Any decision by the Company to acquire its own Shares must satisfy the CTSE Listing Requirements and the requirements of section 46 and, accordingly, the Company may not acquire its own Shares unless for as long as it is required in terms of the CTSE Listing Requirements, the acquisition has been approved, in respect of the acquisition contemplated in clause 18.1 (see MOI), by an Ordinary Resolution of the Ordinary Shareholders, whether in respect of a particular repurchase or generally approved by Ordinary Shareholders (in terms of section 14.4 of the CTSE Listing Requirements) and unless such acquisition otherwise complies with sections 14.2 to 14.8 of the CTSE Listing Requirements (or such other sections as may be applicable from time to time); the acquisition is pursuant to an existing legal obligation of the Company, or a court order; or the Board, by resolution, has authorised the acquisition; it reasonably appears that the Company will satisfy the Solvency and Liquidity Test immediately after completing the proposed acquisition; and the Board, by resolution, has acknowledged that it has applied the Solvency and Liquidity Test and reasonably concluded that the Company will satisfy the Solvency and Liquidity Test immediately after completing the proposed acquisition.</p>

	<p>Clause 18.3</p> <p>A decision of the Board referred to in clause 18.1 (see MOI) must be approved by a Special Resolution of the Ordinary Shareholders if any Shares are to be acquired by the Company from a Director or prescribed officer of the Company, or a person related to a Director or prescribed officer of the Company (as contemplated in the Act); and is subject to the requirements of sections 114 and 115 if considered alone, or together with other transactions in an Integrated Series of Transactions, it involves the acquisition by the Company of more than 5% of the issued Shares of any particular Class of the Company's Shares.</p>
Corporate Actions	<p>Clause 19</p> <p>For as long as it is required in terms of the CTSE Listing Requirements, and in addition to any other requirements in terms of this Memorandum of Incorporation and the Act, all Substantial Transactions undertaken by the Company or by any Subsidiary of the Company must comply with section 13 of the CTSE Listing Requirements (or such other sections as may be applicable from time to time); and Related Party Transactions undertaken by the Company or by any Subsidiary of the Company must comply with section 13 of the CTSE Listing Requirements (or such other sections as may be applicable from time to time).</p>
Shareholders' Meetings	<p>Clause 21.1</p> <p>The Board, or any prescribed officer of the Company authorised by the Board, is entitled to call a Shareholders' meeting at any time. Subject to the provisions of section 60 dealing with the passing of resolutions of Shareholders otherwise than at a meeting of Shareholders, the Company shall hold a Shareholders' meeting at any time that the Board is required by the Act, the CTSE Listing Requirements or this Memorandum of Incorporation to refer a matter to Shareholders for decision; or whenever required in terms of the Act to fill a vacancy on the Board; or when required in terms of clause 21.1.3 (see MOI) or by any other provision of this Memorandum of Incorporation. The Board shall call a meeting of Shareholders if 1 or more written and signed demands by Shareholders calling for such a meeting are delivered to the Company and each such demand describes the specific purpose for which the meeting is proposed; and in aggregate, demands for substantially the same purpose are made and signed by the holders, as of the earliest time specified in any of those demands, of at least 10% of the voting rights entitled to be exercised in relation to the matter proposed to be considered at the meeting.</p>
Votes of Shareholders	<p>Clause 23.1</p> <p>Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with this Memorandum of Incorporation, at a meeting of the Company every person present and entitled to exercise voting rights shall be entitled to 1 vote on a show of hands, irrespective of the number of voting rights that person would otherwise be entitled to exercise; on a poll any person who is Present at the Meeting, whether as a Shareholder or as proxy for a Shareholder, has the number of votes determined in accordance with the voting rights associated with the Securities held by that Shareholder; and the holders of Securities other than Ordinary Shares shall not be entitled to vote on any resolution at a meeting of Shareholders, except as provided in clause 23.2 (see MOI).</p>
Shareholder Resolutions	<p>Clause 25</p> <p>For an Ordinary Resolution to be approved it must be supported by more than 50% of the voting rights exercised on the resolution, as provided in section 65(7). Notwithstanding anything to the contrary contained in this Memorandum of Incorporation, to the extent that the CTSE Listing Requirements require a higher percentage in respect of any particular Ordinary Resolution, the Company shall not implement such Ordinary Resolution unless the Company has obtained the support of the applicable percentage prescribed in terms of the CTSE Listing Requirements.</p> <p>For a Special Resolution to be approved it must be supported by the holders of at least 75% of the voting rights exercised on the resolution, as provided in section 65(9).</p> <p>No matters, except those matters set out in section 65(11); or and any other matter required by the Act to be resolved by means of a Special Resolution; or for so long as the Company's Securities are listed on the CTSE, any other matter required by the CTSE Listing Requirements to be resolved by means of a Special Resolution, require a Special Resolution of the Company.</p> <p>If any Shareholder abstains from voting in respect of any resolution, such Shareholder will, for the purposes of determining the number of votes</p>

	<p>exercised in respect of that resolution, be deemed not to have exercised a vote in respect thereof.</p>
Composition and powers of the Board	<p>Clause 27.1 Number of Directors</p> <p>In addition to the minimum number of Directors, if any, that the Company must have to satisfy any requirement in terms of the Act to appoint an audit committee and a social and ethics committee, the Board must comprise at least 4 Directors and the Ordinary Shareholders shall be entitled, by Ordinary Resolution, to determine such maximum number of Directors as they from time to time shall consider appropriate. All Directors shall be elected by an Ordinary Resolution of the Ordinary Shareholders at a general or annual general meeting of the Company. Every person holding office as a Director, prescribed officer, company secretary or auditor of the Company immediately before the effective date of the Act will, as contemplated in item 7(1) of Schedule 5 to the Act, continue to hold that office.</p> <p>Clause 27.4.5</p> <p>If the number of Directors falls below the minimum number fixed in accordance with this Memorandum of Incorporation, the remaining Directors must as soon as possible and in any event not later than 3 months from the date that the number falls below such minimum, fill the vacancy/ies in accordance with clause 27.4.1.1 (see MOI) or convene a general meeting for the purpose of filling the vacancies, and the failure by the Company to have the minimum number of Directors during the said 3 month period does not limit or negate the authority of the board of Directors or invalidate anything done by the board of Directors while their number is below the minimum number fixed in accordance with this Memorandum of Incorporation</p> <p>Clause 27.2 Election of Directors</p> <p>In any election of Directors the election is to be conducted as a series of votes, each of which is on the candidacy of a single individual to fill a single vacancy, with the series of votes continuing until all vacancies on the Board have been filled; and in each vote to fill a vacancy each vote entitled to be exercised may be exercised once; and the vacancy is filled only if a majority of the votes exercised support the candidate. The Company shall only have elected Directors and there shall be no appointed or ex officio Directors as contemplated in section 66(4).</p> <p>Clause 27.3 Eligibility, Resignation and Re-election of directors</p> <p>Apart from satisfying the qualification and eligibility requirements set out in section 69, a person need not satisfy any eligibility requirements or qualifications to become or remain a Director or a prescribed officer of the Company. Each elected Director of the Company shall serve for a term not exceeding 3 years, unless the CTSE has approved or approves an extended terms for an elected Director; be eligible for re-election at the end of each term contemplated in clause 27.3.2.1 (see MOI), unless that person is ineligible or disqualified in terms of section 69; and if at any meeting at which an election of Directors ought to take place, the offices of the retiring Directors are not filled, unless it is expressly resolved not to fill such vacancies, the meeting shall stand adjourned and the further provisions of this Memorandum of Incorporation, including clauses 21.4.2 to 21.4.5 (see MOI) (inclusive) will apply mutatis mutandis to such adjournment, and if at such adjourned meeting the vacancies are not filled, the retiring Directors, or such of them as have not had their offices filled, shall be deemed to have been re-elected at such adjourned meeting.</p> <p>Clause 27.7 Directors' interests</p> <p>A Director may hold any other office or place of profit under the Company (except that of auditor) or any Subsidiary of the Company in conjunction with the office of Director, for such period and on such terms as to remuneration (in addition to the remuneration to which he may be entitled as a Director) and otherwise as a disinterested quorum of the Directors may determine.</p>
Directors' Meetings	<p>Clause 28.6</p> <p>The quorum requirement for a Directors' meeting (including an adjourned meeting) to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting are as set out in section 73(5), subject only to clause 28.6.5 (see MOI), and accordingly if all of the Directors of the Company acknowledge actual receipt of the notice convening a meeting; or are present at a meeting; or waive notice of a meeting, the meeting may proceed even if the Company failed to give the required notice of that meeting or there was a defect in the giving of the notice; a majority of the Directors must be present at a meeting before a vote may be called at any meeting of the Directors; each Director has 1 vote on a matter before the Board; a majority of the votes cast in favour of a</p>

	<p>resolution is sufficient to approve that resolution; in the case of a tied vote the chairperson may not cast a deciding vote in addition to any deliberative vote; and the matter being voted on fails.</p> <p>Resolutions adopted by the Board must be dated and sequentially numbered; and are effective as of the date of the resolution, unless any resolution states otherwise.</p> <p>Any minutes of a meeting, or a resolution, signed by the chairperson of the meeting, or by the chairperson of the next meeting of the Board, are evidence of the proceedings of that meeting, or the adoption of that resolution, as the case may be.</p>
Directors' compensation and financial assistance	<p>Clause 29</p> <p>The Company may pay remuneration to the Directors for their services as Directors in accordance with a Special Resolution approved by the Ordinary Shareholders within the previous 2 years, as set out in section 66(8) and (9), and the power of the Company in this regard is not limited or restricted by this Memorandum of Incorporation.</p> <p>Any Director who serves on any executive or other committee; or devotes special attention to the business of the Company; or goes or resides outside South Africa for the purpose of the Company; or otherwise performs or binds himself to perform services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director, may be paid such extra remuneration or allowances in addition to or in substitution of the remuneration to which he may be entitled as a Director, as a disinterested quorum of the Directors may from time to time determine. The Directors may also be paid all their reasonable travelling and other expenses properly and necessarily incurred by them in connection with the business of the Company; and attending meetings of the Directors or of committees of the Directors of the Company.</p> <p>The Board may, as contemplated in and subject to the requirements of section 45, authorise the Company to provide financial assistance to a Director, prescribed officer or other person referred to in section 45(2), and the power of the Board in this regard is not limited or restricted by this Memorandum of Incorporation.</p>
Amendment of the Mol	<p>Clause 40</p> <p>Subject to the provisions of clauses 6.5 and 40.2 (see MOI), this Memorandum of Incorporation may only be amended by way of a Special Resolution of the Ordinary Shareholders in accordance with section 16(1)(c), except if such amendment is in compliance with a Court order as contemplated in sections 16(1)(a) and 16(4), sections 17 and 152(6)(b), and, accordingly, there is no provision of this Memorandum of Incorporation which may not be amended as contemplated in sections 15(2)(b) or 15(2)(c).</p> <p>Any amendment to this Memorandum of Incorporation shall, prior to being proposed to the Shareholders to obtain the Special Resolution contemplated in clause 40.1 (see MOI), be referred to the CTSE for approval, if such amendment alters any provision which is contained in this Memorandum of Incorporation pursuant to the provisions of Appendix 5 of the CTSE Listing Requirements; or as a result of such amendment, it is reasonably likely that the Company will be unable to comply with any of the listing requirements contained in the CTSE Listing Requirements.</p> <p>An amendment of this Memorandum of Incorporation will take effect from the later of the date on, and time at, which the Commission accepts the filing of the notice of amendment contemplated in section 16(7); and the date, if any, set out in the said notice of amendment, save in the case of an amendment that changes the name of the Company, which will take effect from the date set out in the amended registration certificate issued by the Commission.</p>

An extract of the MOI detailing the above provisions has been included in Annexure 2 to this Listing Particulars Document.

1.6 Statements by experts

The Listing Particulars Document, Annexure 9, includes an abridged Tax Practitioner Report which provides a tax opinion on Gaia Fibonacci Fibre REIT 1 and its tax adherence to the requirements of a REIT as per the Income Tax Act 58 of 1962 Section 25BB.

1.7 Details of the Company's promoter

The Company has not utilised a promoter for the Listing.

1.8 Other recognised Securities Exchanges

The Company is not in the process of seeking admission to listing of its Shares on any other recognised Securities exchange.

1.9 Details of arrangements where Distributions are waived or agreed to be waived

No arrangements have been entered by the Company to waive future Distributions.

1.10 Particulars of any commissions, discounts, brokerages, or other special terms in connection with any issue or sale of any capital of any member of the Group

No commissions, discounts, brokerages or other special terms have been granted within the 2 (two) years immediately preceding the issue of the Listing Particulars Document in connection with the issue or sale of any capital of any member of the Group.

SECTION 2: INFORMATION REGARDING THE SECURITIES FOR WHICH LISTING IS SOUGHT AND THE TERMS AND CONDITIONS OF THEIR ISSUE AND DISTRIBUTION

Set out below is the information regarding the Securities for which Listing is sought and the terms and conditions of their issue and Distribution

2.1 Statement confirming that application has been made to CTSE for the Listing

The Company has applied for a new Listing of its Issued Ordinary Share Capital and A Preference Shares on the securities exchange operated by CTSE, which Listing of the Ordinary Shares is to be implemented by way of introduction and the listing of the A Preference Shares by means of a placement on the Listing Date.

2.2 Statement on whether a prospectus is required

A prospectus as contemplated in terms of the Companies Act and Companies Regulations is not required to be issued by the Company in relation to the Listing, as the Company is not offering any its Ordinary or A Preference Shares to the public in conjunction with the Listing (as contemplated in terms of the Companies Act).

2.3 Nature and amount of the issue, including the number of securities which have been or will be created and/or issued

In terms of the Listing, the Ordinary and A Preference Shares forming part of the Issued Share Capital of the Company will be Listed on the securities exchange operated by CTSE. No additional Securities will be created and/or issued in conjunction with the Listing.

2.4 Summary of the salient preferences, rights and limitations attaching to the Ordinary securities

In accordance with clause 6 of the Memorandum of Incorporation, the following preferences, rights, limitations, and other terms attach to the Ordinary Shares of the Company which are the subject of the Listing. In terms of the MOI of the Company, each Share of the Company will entitle the holder thereof to:

- 2.4.1. attend, participate in, speak at and vote on any matter to be decided by the Shareholders of the Company and to one vote,
- 2.4.2. participate proportionally in any distribution made by the Company and which is not made to the holders of another class of Shares in accordance with the preference and rights of such class of Shares,
- 2.4.3. receive proportionally the net assets of the Company upon its liquidation.
- 2.4.4. See Annexure 2 for further details.

2.5 Summary of the salient preferences, rights and limitations attaching to the A Preference securities

In accordance with the A Preference Share terms, the following preferences, rights, limitations, and other terms attach to the A Preference Shares of the Company, which are the subject of the Listing. In terms of the A Preference Terms of the Company, each A Preference Share of the Company will entitle the holder thereof to:

- 2.5.1. Each A Preference Shareholder registered as such on the applicable record date for participation in a Preference Dividend becoming payable on each Scheduled Dividend Payment Date shall have the right to receive and be paid on each such Scheduled Dividend Payment Date the Preference Dividend.
- 2.5.2. No Preference Share shall have any votes except if the Ordinary Shareholders of the Issuer propose a resolution which affects the rights and privileges attaching to any Preference Shares or the interests of the A Preference Shareholders, in which case each A Preference Shareholder shall have one vote for each Outstanding Preference Share held by such A Preference Shareholder.
- 2.5.3. See Annexure 3 for further details.

2.6 Restrictions on the transferability of the Company's Shares

On listing, the Financial Information of the Issuer will only be signed off by the Board of Directors and Internal Issuer Agent.

The A Preference Shares will be marketed to specific Investors (non-retail) who will invest based on a signed written consent to the CTSE ("Investment Consent") that:

- 2.6.1 they have conducted their own due diligence,
- 2.6.2 they have no objections regarding the Financial Information Waiver, see Annexure 8 for the form of this waiver,
- 2.6.3 they are making an informed investment decision based on their own due diligence and analysis in line with their investment mandate and approval processes,
- 2.6.4 they will not hold CTSE liable for any losses that may arise due to the Financial Information Waiver;
- 2.6.5 they acknowledge the potential limited liquidity by excluding retail investors for the first year of listing until the Results have been published, and
- 2.6.6 they have considered the Collective Investment Schemes Control Act 25 of 2002 ("CIS Act") and Board Notice 90 of 2014 ("Board Notice 90") and that the investment still complies with the CIS Act and is a Board Notice 90 qualifying investment ("Qualifying Investor").

The Issuer will publish reviewed interim and audited annual financial information, whichever comes first, for the 12 months from the day of listing ("Qualifying Date").

Between the Listing Date and the Qualifying Date there will be limited trade on the A Preference Shares to only the Investors that have signed the Investment Consent. Post the Qualifying Date, all restrictions on the A Preference Shares will be lifted.

2.7 Terms and conditions of the issue of the securities

The Ordinary Shares forming part of the Company's Issued Share Capital will be brought to Listing by means of an introduction, and the A Preference Shares of the company will be listed by means of a placement.

2.8 Securities offered by way of a rights offer

No Shares are to be offered by way of a rights offer as part of the Listing of the Company.

2.9 Statement of the net tangible asset backing for each class of security

The Company has been incorporated as a Special Purpose Vehicle to facilitate the investments into fibre network infrastructure, with no trading history up to the Last Practicable Date. Accordingly, the Company has no information in respect of the consolidated NTAVPS.

2.10 Anticipated date upon which the dealing in the securities to be listed is to commence

The dealing in the Ordinary Shares and the A Preference Shares of the Company is expected to commence on the Listing Date, being Friday, 10 December 2021.

2.11 Distribution policy relating to the Securities issued

In accordance with clause 6 of the A Preference Share terms, the following payment waterfall is applicable to the Company. To note, more than 75% of the Rental Income will be distributed on profitability.:

2.11.1. First, to provide for and pay any taxes, listing fees and operational expenses as contemplated in the Asset Management Agreement,

2.11.2 thereafter, to provide for the required short term active user uptake expansion of the networks, and

2.11.3. thereafter, to pay the Preference Share Sweep Rate of 90% of cash available as the Preference Dividends as at that date, including any associated taxes; and

2.11.4 finally, to pay the Ord Participation Distribution of 10% of the cash available as the Preference Dividends as at that date, including any associated taxes.

2.12 Amount or estimated amount of the expenses of the issue and to whom such expenses are payable

The expenses that are expected to be incurred by the Company in relation to the Listing are estimated at an aggregate amount of R275,000 (including VAT) as set out below:

PAYABLE IN RESPECT OF	PAYABLE TO	Amount (ZAR)
Listing Fees - Exchange	Cape Town Stock Exchange (Pty) Ltd	R250,000
Listing Fees – Security Depository	Strate (Pty) Ltd	R25,000

2.13 Statement as to the intended use of the proceeds of any new securities issued

In accordance with the Preference Share terms and Asset Management Agreement, the proceeds from the issuance of the A Preference Shares will be used to make the following payments (including VAT):

2.13.1 The Company will raise R33,992,660.00 from the issuance of the A Preference Shares.

2.13.2 Of the R33,992,660.00

2.13.2.1 R1,342,750.00 will be utilised to pay listing, legal and other listing associated fees,

2.13.2.2 R265,800.00 will be utilised to provide for ongoing listing fees and statutory cost of the Company,

2.13.2.3 R91,450.00 will be utilised to provide for future unforeseen costs, and

2.13.2.4 The remaining R32,292,660.00 will be utilised to subscribe for Ordinary Shares in GF Property SPV 1.

2.13.3 Of the R32,292,660.00:

2.13.3.1 R75,000.00 will be utilised to provide for statutory costs of GF Property SPV 1, and

2.13.3.2 The remaining R32,217,660.00 will be utilised to acquire the Fibre Networks through GF Property SPV 1.

SECTION 3: INFORMATION REGARDING THE COMPANY'S AUTHORISED AND ISSUED SHARE CAPITAL

Set out in this section 3 is information regarding the Company's Authorised Share Capital and Issued Share Capital post Listing.

3.1 The Authorised and Issued Share Capital, the number of Securities agreed to be issued, details of the amount paid up and/or par value/no par value of the Securities

Following the Listing, the Authorised and Issued Share Capital of the Company will be as follows:

SECURITY	AUTHORISED	ISSUED	Par-Value	Issue Price
Ordinary Shares	100,000,000	100,000,000	N/A	R0.00001
Class A Preference Shares	10,000	2,938	N/A	R11,570.00
Unclassified Shares	90,000			

Notes:

1. The Ordinary Shares will be listed by means of an introduction and the Class A Preference Shares will be listed by means of a placement on the Listing Date.

The REIT will be utilising the Unclassified shares for further listings in 2022 with a target to grow total Assets Under Management to R350m by Q2-22.

3.2 The preferences, rights, limitations, and other terms attaching to the Shares

3.2.1 The salient preferences, rights, limitations, and other terms attaching to the Company's Ordinary Shares are set out in Annexure 2 to this Listing Particulars Document.

3.2.2 The salient preferences, rights, limitations, and other terms attaching to the Company's A Preference Shares are set out in Annexure 3 to this Listing Particulars Document.

3.3 The number of Securities agreed to be issued

In accordance with the Preference Share Subscription Agreement 10,000 A Preference Shares will be issued.

3.4 Details of intended increase in the Company's capital

In accordance with the Preference Share Subscription Agreement 10,000 A Preference Shares will be issued for an aggregate subscription price of R115,700,000.00.

3.4.1 These will be issued over a period of three (3) months up to a maximum of 6 (six) months.

3.4.2 Upon listing, 2,938 A Preference Shares will be issued for an aggregate subscription of R33,992,660.00,

3.4.3 The remaining 7,062 A Preference Shares will be issued through a Specific Issue of Shares for R81,707,340.00 to provide capital to invest, through GF Property SPV 1, into the additional networks which adhere to the investment criteria as determined by the Investment Committee. The total commitment from Investors for the Specific Issue of Shares will expire on 31 May 2022, as agreed to in the Subscription Agreement.

3.5 Details of the amount of any outstanding convertible debt Securities and terms relating thereto

There will be no outstanding convertible debt Securities in issue upon the date of Listing.

3.6 Particulars of any alterations in the Authorised and Issued Share Capital of the Company

No alterations were made in the Authorised and Issued Share Capital of the Company in the 2 (two) years immediately preceding the issue date of the Listing Particulars Document.

3.7 Particulars of any capital of any member of the Group, which is under option, or to be put under option

No capital of any member of the Group is or is expected to be under option as at the issue date of the Listing Particulars Document.

SECTION 4: GENERAL INFORMATION REGARDING THE REIT's ACTIVITIES AND MARKET OVERVIEW

Set out in this section 4 is a general overview of the Company's business activities and operations, as well as an overview of the industry in which it operates.

- 4.1** Brief history and description of the general objectives and nature of the business of Gaia Fibonacci Fibre REIT 1
- 4.1.1 Gaia Fund Managers was formed in Cape Town in 2012, and incorporated in 2015, for the purpose of facilitating the investment of long-term investor capital in sustainable infrastructure in Southern Africa.
- 4.1.2 Gaia Fund Managers is considered a leading specialist secondary market infrastructure transaction team in the Southern African region, having concluded:
- the first significant secondary market transaction in the South African renewable energy programme with Japan's Sumitomo Corporation as the seller,
 - Delivering the first listed pure play infrastructure company on the Johannesburg Stock Exchange main board through Gaia Infrastructure Capital Ltd, and
 - Listing of a renewable energy infrastructure focused investment holding company, Gaia Renewables 1 Ltd, on the CTSE (previously the 4AX).
- 4.1.3 Gaia Fund Managers as first-mover and brand leader has concluded investments into South African fibre network infrastructure, 12 renewable energy and one toll road transaction to a value in excess of R3.6 billion.
- 4.1.4 Fibonacci Managers co-founded Capitis Equities, a venture capital fund, which has now grown to R500million in just under 4 (four) years. Fibonacci Managers boasts experience in the renewable energy project development and fibre network development and operations industries with a specialist focus on tax and value additive business administration functions.
- 4.1.5 Aerge Technologies, as preferred Operations and Maintenance Service Provider, provides a diversified product offering ranging from Energy, DC Power to Fibre solutions. The fibre optic division is an industry leader with an end-to-end solution. Aerge has developed and supplied a comprehensive range of fibre solutions to blue chip customers, which includes Vodacom, Telkom, Vuma and MTN. They provide key relationships with fibre network owners ensuring on point product deployment with the support to deliver successful national networks.
- 4.1.6 The REIT was established by the Manager and Fibonacci Managers as an investment vehicle for the express purpose of providing institutional investors access to fibre network infrastructure in South Africa.
- 4.1.7 GFFR, through the Property SPVs, will not be taking construction risk on fibre networks, but will only be investing in secondary fibre network infrastructure once a minimum percentage of active users (versus total potential users) have been connected to the network. The minimum percentage of active users may vary, but will be indicative of a network's ability to provide the investor with a targeted return.
- 4.1.8 Investor (Holder) return will be generated through:
- the Holder's indirect ownership in the fibre networks through Property SPV,
 - this is possible through the Holder's Preference Share which gives it the right to the economic benefit generated by a specific Property SPV;
 - Property SPV's total fibre network capacity will be leased out to Fibre Management Administrative Services, in turn for rental income,
 - The rental income is subject to the revenue generated per active internet user on the Property SPV's fibre network, with this relationship being managed through an IFRS16 compliant Rental Agreement; and
 - The sale of the fibre networks or the sale of the ordinary shares in Property SPV at the end of the 10 year investment period.
- 4.1.9 It is the objective of the Managers to utilise the multiple benefits provided by a REIT to conclude fibre network infrastructure investments on behalf of its investors.
- 4.1.10 Gaia Fund Managers, via an Asset Management Agreement ("AMA"), will manage the REIT as well as the interests of the respective preference shareholders in the underlying fibre networks.
- 4.1.11 Fibonacci Managers, through an Administration Agreement with Gaia Fund Managers, will be responsible for the REIT's administration.
- 4.2** REITs, their benefits and their value to fibre network infrastructure growth
- 4.2.1 REIT legislation provides for a qualifying dividend without incurring income tax within the REIT or the underlying Property SPVs. These dividends are then taxed in the hands of the investor as if the asset is owned directly by the investor with distributions being considered as income.
- 4.2.2 The Gaia Fibonacci Fibre REIT will provide investors with a semi-annual cash distribution yield through their Pref Share. The cash yield plays an attractive compounding effect when reinvested within the constructs of a CIS or a regulated Pension Fund. This benefit is further bolstered through the tax benefits afforded to it.
- 4.2.3 The REIT benefits makes South Africa and fibre network roll out an attractive investment product providing for increased capital, a pipeline through which fibre roll-out can be accelerated resulting in direct jobs being created.
- 4.2.4 A country's productive output is a function of the labour, capital and the productive efficiency possible in that given country. The productive efficiency is a product of the country's ability to successfully access and productively apply technology which is driven by global connectivity.
- 4.2.5 This is what the United Nations' development goals, especially those of Goal 9 ('Build resilient infrastructure, promote inclusive and sustainable industrialisation and foster innovation) and 10 (Reduce inequality within and among countries) aims to achieve.
- 4.2.6 Increased fibre network infrastructure, including those to the middle to lower LSMs, is the first step to putting internet into the hands of those who have the potential to contribute to South Africa's social and economic well-being.

- 4.2.7 The infrastructure will also reduce barriers to investment in South Africa thus increasing South Africa's attractiveness as an investment destination.
- 4.2.8 Limited capital should not inhibit the rollout of fibre, which is why Gaia and Fibonacci Managers will be utilising the attractive tax benefits of a REIT to channel the much needed funding to these investments whilst providing institutional and retail investors alike, with access to an attractive long-term return through an investment into South Africa's future.

4.3 Company structure

- 4.3.1 A schematic diagram depicting the immediate group structure pursuant to the listing of the Ordinary and A Preference Shares is provided in Annexure 1.A to this Listing Particulars Document.
- 4.3.2 A schematic diagram of the proposed future high-level structure of the REIT is provided in Annexure 1.B to this Listing Particulars Document.

4.4 Background to the Company's first investment in the fibre network property company, GF Property SPV 1.

- 27.1.1 GF Property SPV 1 will be investing in a portfolio of 23 fibre networks comprising 3,432 home passes geographically dispersed over 4 provinces in South Africa.
- 27.1.2 GF Property SPV 1 is constructed to align the consumer, the A Preference Share Holders in the REIT and the Manager to mutually beneficial outcomes:
- The transaction only closing on an average minimum uptake of 25%,
 - A 2-5 year operations and maintenance ("O&M") agreement entered into with industry leader, Averige, with automatic annual renewal,
 - The O&M provider is expected to invest alongside Investors into the A Preference Shares,
 - Open Access Wholesale Agreements entered into between Fibre management Administrative Services and most of the leading internet service providers ("ISP"), including the key local ISPs, to ensure heightened competition to drive active uptake, and
 - GF Property SPV 1 being mandated to enter into a 5-year International Financial Reporting Standing ("IFRS") 16 compliant rental agreement with Fibre Management Administrative Services.

4.5 Employment details of Gaia

- 4.5.1 As an investment vehicle the REIT has no permanent employees.
- 4.5.2 As at the Last Practicable Date, Gaia Fund Managers (and associated group of companies which provide services to Gaia Fund Managers) as the manager (see 4.1.6) employs 5 permanent employees.
- 4.5.3 The categories of activity of the employees of Gaia Fund Managers are as follows:
- 1) Chairman,
 - 2) Managing Director,
 - 3) Chief Investment Officer,
 - 4) Deal Principal, and
 - 5) Analyst.

SECTION 5: INFORMATION ABOUT THE FINANCIAL POSITION OF THE COMPANY AND ITS PROSPECTS

Set out in the section below is information about the financial position of the Company and its prospects.

5.1 Historical financial information and Reporting Accountant & Auditor's Report

5.1.1. The Company was incorporated on 7 October 2021. The Company has no liabilities and no assets. Accordingly, the Company has been dormant since the date of incorporation and has no trading history.

5.1.2. As at the Last Practicable Date, the Company had no historical financial statements.

5.2 Business Plan

Infrastructure as an asset class can provide investors with stable inflation-linked cash returns whilst preserving their capital. The REIT was established by Gaia Fund Managers as an investment vehicle for the express purpose of providing institutional investors access to fibre infrastructure investments in South Africa. It is the objective of Gaia Fund Managers to utilise the REIT to conclude additional investments in fibre network infrastructure on behalf of its clients. Gaia Fund Managers, via an Asset Management Agreement, will manage the REIT as well as the interests of the respective Preference Shareholders in the underlying fibre networks. Fibonacci Managers, via an Administration Agreement with Gaia Fund Managers, will oversee the REIT administration.

5.3 Qualified Accountant's report

Subject to the Financial Information Waiver signed by the Investors, the Reporting Accountant & Auditor is not required to provide a report on the historical financials or financial forecasts as at the date of listing. Provided that the Investors have signed the Financial Information Waiver, the pro forma financials are required to be signed off by the Board of Directors and the Issuer Agent.

The pro forma financials are provided for through the use of a financial model which was audited by EY. EY however, is not responsible for the inputs and output of the model. A letter detailing and confirming the audit of the model is available for the assessment and perusal of the Investors with a summary letter provided in Annexure 10.

5.4 Consolidated basis statement

As at the Last Practicable Date, the Company has:

- 5.4.1 no loans outstanding;
- 5.4.2 no borrowings or indebtedness in the nature of borrowings;
- 5.4.3 zero mortgages and charges; and
- 5.4.4 zero contingent liabilities or guarantees.

5.5 Statements on the trend of the Group's business and as to the financial and trading position of the Group

GF Property SPV 1, as the REIT's first investment vehicle, will be making an initial investment into 23 fibre network assets reaching 3,432 homes which are geographically dispersed throughout South Africa, but with a focus in Gauteng. The initial investment has achieved a minimum required uptake of 25% and is expected to reach targeted returns at a targeted uptake.

5.6 Principle and commercial assumptions upon which profit forecasts are concluded

- 5.6.1 As detailed in 5.1.1 above, the REIT is a newly incorporated structure with no historical financial information however, forecast pro forma financial information of the REIT is provided for the 8 month period ending 31 July 2022 and the 12 month period ending 31 July 2023. The pro formas together with the principle and commercial assumptions have been incorporated in Annexure 4 of this Listing Particulars Document.
- 5.6.2 Income received as a lease payment from Fibre Management Administrative Services as per the assumptions in Annexure 4, sections 5 and 6. The percentage of distributions to shareholders of total Investment Income (Rental Income) being greater than 75%. All the property entities' forecast revenue for the forecast above will be Confirmed Rental Income as dictated by the rental agreement with Fibre Management Administrative Services.
- 5.6.3 The CTSE has provided that the Board of Directors and the Issuer Agent can sign-off on the financial information provided in this Listing Particulars Document given that the Investors have signed the Financial Information Waiver.

The Financial Information Waiver to be signed off by the Investors is provided in Annexure 8.

5.7 Working capital statement by the Directors

The Board believes that the working capital available to the Company is sufficient for the Company's present requirements, that is, for at least the next 12 (twelve) months from the date of issue of the Listing Particulars Document.

5.8 Statement by the Directors regarding any Material adverse change in the financial or trading position of the Group

No Material adverse changes have occurred in the financial or trading position of the Company since the publication of the Listing Particulars.

5.9 Litigation statement

As at the Last Practicable Date, the Company was not involved in any current, pending or threatened legal or arbitration proceedings which may have or have had in the recent past (covering at least the previous 12 (twelve) months) a significant effect on the Company's financial position.

5.10 Details at a Company and on a consolidated level for each of the last three financial years for EPS, fully diluted EPS, Distributions per Security, NAV per Security, fully diluted NAV per Security

As stated in 5.1.1 above, the Company was recently incorporated with no assets and liabilities at the date of inception. In addition, the Company has been dormant since the date of incorporation, with no trading history up to the Last Practicable Date. Accordingly, the Company has no information in respect of the EPS, Distributions and NAV.

SECTION 6: INFORMATION ABOUT THE COMPANY DIRECTORS AND KEY INDIVIDUALS

Set out in the section below is information about the Company directors and key individuals.

6.1 Current and proposed Directors' details

With Gaia Fund Managers managing the Company, the Company has no employees. Set out in the table below are the full names, age, nationality, business address, designation, qualification, occupation, and the position the Director holds on any of the Board committees of the Company on the Last Practicable Date:

Name:	Matthys Michiel Nieuwoudt
Age:	50
Nationality:	South African
Business address:	4 th Floor, Sunclare Building, 21 Dreyer Street, Claremont, 7708
Designation:	Executive Chairman: Gaia Fund Managers
Qualifications:	Pr Eng, BEng (Elec), MBA
Occupation	Investment Professional
Position held on statutory committees:	Chairman of the Board of Directors

Name:	Denzil Kennon
Age:	36
Nationality:	South African
Business address:	4 th Floor, Sunclare Building, 21 Dreyer Street, Claremont, 7708
Designation:	Deal Principal: Gaia Fund Managers
Qualifications:	PhD (Ind. Eng.), MSc Eng (Ind. Eng.), CFA Level I, BEng (Industrial Mechanical)
Occupation	Investment Professional
Position held on statutory committees:	Director

Name:	Marthinus Cornelius Stephanus Nell
Age:	33
Nationality:	South African
Business address:	20 Flaming Rock Crescent, Mooikloof, Pretoria, 0081
Designation:	MD: Fibonacci Managers
Qualifications:	CA (SA), MCom (Tax)
Occupation	Investment Professional
Position held on statutory committees:	Director

Name:	Yvette Louise Labuschagne
Age:	39
Nationality:	South African
Business address:	10 Bryanston Place, 41 Grosvenor Road, Bryanston, 2191
Designation:	Corporate Finance Consultant
Qualifications:	BCom (Financial Management), BCom Hons (Investment Management), Executive MBA Candidate
Occupation	Consultant
Position held on statutory committees:	Independent Director: <ul style="list-style-type: none"> - Social and Ethics Committee, and - Audit and Risk Committee

Name:	Christiaan Pieter ("Riaan") van Heerden
Age:	39
Nationality:	South African
Business address:	Unit 12, Paardevlei Specialist Centre, Paardevlei, Somerset West, 7130
Designation:	Co-Head: Valeo Capital Proprietary Limited
Qualifications:	Bacc (Hons), CA(SA), JSE Approved Executive
Occupation	Corporate Finance Professional
Position held on statutory committees:	Independent Director: <ul style="list-style-type: none"> - Social and Ethics Committee, and - Audit and Risk Committee

Note: Per the Companies Act a third independent director will be appointed within forty 40 days from the conversion of the Company to a public company. The CIPC approved the MOI of the Company on 3 December 2021 and therefore a third independent director has to be appointed by 1 February 2022.

6.2 Issuer Agent details

The Company has appointed internal Issuer Agents:

Company Name:	Gaia Fund Managers (Pty) Ltd
Represented by:	Hendrik Snyman and Kilian Schabort
Representatives' qualifications:	Hendrik Snyman: PhD (Engineering), MCom (Fin Man.), MSc Eng, BEng, Kilian Schabort: BEng, MCom (Corporate Finance)*, CFA Charterholder
Contact Details:	4 th Floor, Sunclare Building, 21 Dreyer Street, Claremont, 7708 Email: Hendrik@gaia.group Kilian@gaia.group Tel: Hendrik Snyman: (083) 295 3667 Kilian Schabort: (072) 441 1772

6.3 Company Secretary details

Set out in the table below is the salient information regarding the Company Secretary:

Company Name:	The Office in Stellenbosch (Pty) Ltd
Business Address:	12 Meson Close, Techno Park, Stellenbosch, 7600
Designation	Company Secretary
Contact Person:	Ilzemarie Knoetze
Email:	ilzemarie@theoffice.co.za
Tel:	(021) 882 9872

6.4 The address of the premises at which the statutory records of the Company are kept

The registered office of the Company and the address of the premises at which the statutory records of the Company are kept is:
12 Meson Close, Techno Park, Stellenbosch, 7600

6.5 Directors (including Associates of Directors) Beneficial Interest in the Securities of the Company

Director holding a Beneficial Interest	Number of Shares held	Percentage of Issued Share Capital
None		

6.6 Details of any person (other than a Director of the Company) who is beneficially interested in 5% (five percent) or more of the Securities of the Company

Shareholder holding a Beneficial Interest of 5% or more	Number of Shares held	Percentage of Issued Share Capital
None		

6.7 Directors emoluments receivable from a member of the Group in respect of the last completed financial year

The Group was incorporated in this financial year.

6.8 Directors' emoluments receivable from a member of the Group in respect of the current financial year and any particulars of any arrangement under which a Director of the Company has waived or agreed to waive future emoluments

Directors under the employ of Gaia Fund Managers will not be remunerated by the Company. The Independent Directors will be remunerated R10,000 per board meeting and for travel and other direct costs associated with carrying out their Director's duties.

6.9 Details of any contract or arrangement subsisting at the date of the Listing Particulars Document, in terms of which a Director of the Company is materially Beneficially Interested and which is Material to the business of the Group

Gaia Fund Managers has entered into an Asset Management Agreement with the Company to manage the company and underlying investments on behalf of the Company. This is detailed further in Section 7.

Gaia Fund Managers has entered into an Administration Agreement with Fibonacci Managers to ensure REIT Administration compliance. Gaia Fund Managers remains responsible for the services provided by Fibonacci Managers.

6.10 Details of any outstanding loans by any member of the Group to a Director, including details of any guarantees provided by any member of the Group

There are no outstanding loans or guarantees provided by any member of the Group.

6.11 Details of any incentive schemes

The company has no incentive scheme.

6.12 Issuer's interests in Properties

The strategy of the Issuer is to invest in fibre network infrastructure. Prior to listing however, the Issuer has no investment in properties.

6.13 Corporate Governance:

Compliance or non-compliance with the King Code:

6.13.1 Particulars of the Company's policy for the appointment of Directors

Directors are appointed by Gaia Fund Managers as the Manager of the REIT and Fibonacci holding Ordinary Shares with Gaia Fund Managers. Those directors in the employ of the Manager will be bound by the FSCA rules and regulations, as the manager is an authorised FSP (46028). Independent directors with the requisite knowledge and understanding of the investments and investment mandate of the Company will be appointed.

6.13.2 Particulars of the Company's policy for Directors' remuneration

Directors under the employ of Gaia Fund Managers and Fibonacci Managers will not be remunerated by the Company. The Independent Directors will be remunerated R10,000 per board meeting and for travel and other direct costs associated with carrying out Director's duties.

6.13.3 Details of the Company's sub-committees, including audit committee and social and ethics committee

6.13.3.1 Audit and Risk Committee:

The Board has delegated the responsibility for screening the appointment of the external auditor, ensuring the independence of the external and the internal auditor, checking the integrity and the completeness of the financial statements, the Directors' report and the sustainability information, assessing the effectiveness of the external and the internal audit functions, the risk management process, the accounting policy and practices and the internal financial control system to the audit and risk committee.

The audit and risk committee comprises two independent non-executive directors in Yvette Labuschagne and Riaan van Heerden.

6.13.3.2 Social and Ethics Committee:

The social and ethics committee will monitor the Company's activities with regard to its contribution to social and economic development, good corporate citizenship, the environment, health, and public safety as well as labour and employment.

The social and ethics committee comprises two independent non-executive directors in Yvette Labuschagne and Riaan van Heerden.

6.14. Reasons for non-compliance and plans, if any, to achieve compliance with the King Code

As far as possible and where appropriate, the board will ensure reasonable steps are taken to ensure compliance with the King Code.

Non-compliance in terms of the King Code is due to the size of the operations of the Company. The Company will not have any employees as the Company is a ring-fenced entity, mandated for investment into South African fibre infrastructure. The Company will be managed by Gaia Fund Managers, an authorised FSP governed by the FSCA regulations. The initial investor is a CIS portfolio which is governed by the Collective Investment Schemes Control Act ("CISCA"). As such the Company complies with stringent regulations and does not want to add further to the regulatory burden for no additional benefit.

The King Code 'Triple Context' is the focus on the three pillars of economy, society, and environment. The REIT provides vital fibre infrastructure which will provide the backbone to connect the South African population which will assist with the development of the economy and provide a benefit to society. The benefits of a connected population has been well documented on both an economic development ("ED") and socio-economic development ("SED") spend. The fibre networks will increase connectivity across both lower and high LSM communities in South Africa.

SECTION 7: CONTRACTS OF SIGNIFICANCE AND DOCUMENTS AVAILABLE FOR INSPECTION

Set out in the section below is information about the any contracts of significance, which may have a material impact on the Company.

7.1 Management Agreement

Other than the Asset Management Agreement detailed below, the Directors of the Company are not aware, having made due and careful enquiry, of any other contracts involving cash flows amounting to or valued equal to 10% (ten percent) or more of the aggregate of the Company's share capital and reserves within the 2 (two) years immediately preceding the Announcement of the Listing Particulars.

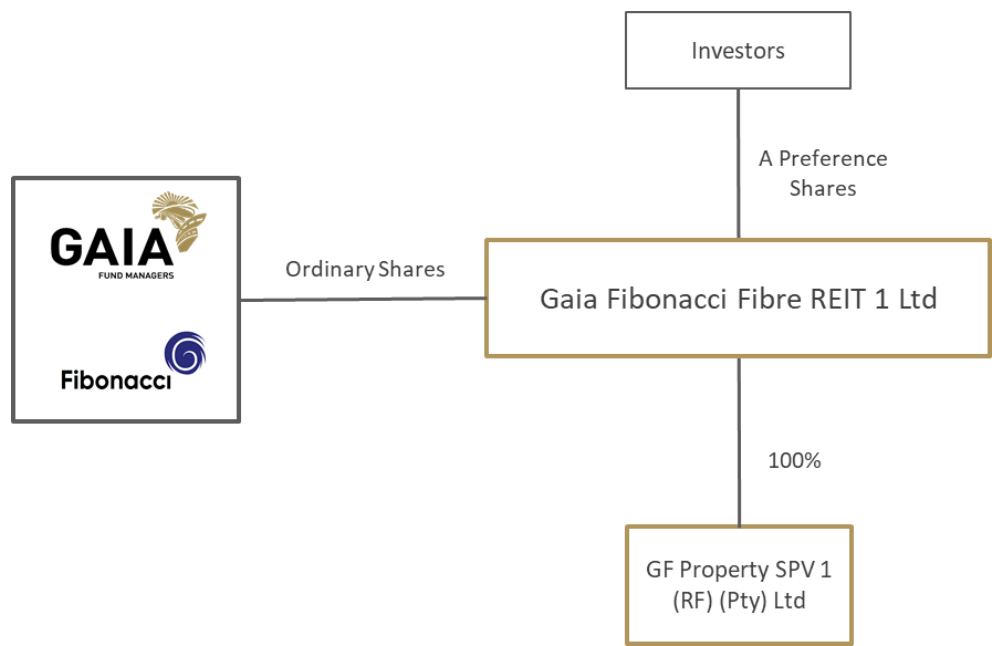
7.2 Details of where and when documents may be inspected

The following documents, or certified copies thereof, will be available for inspection by Shareholders of the Company at any time during normal business hours at the Company's registered office, from the issue date of this Listing Particulars Document until Friday, 17 December 2021 (both days inclusive):

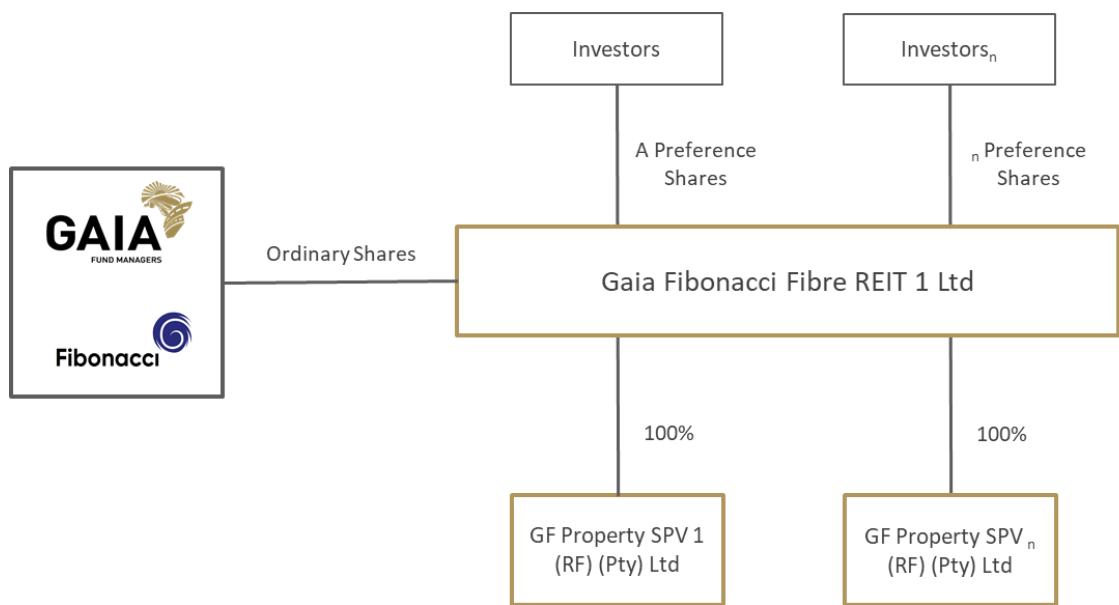
- 7.2.1. the Company's MOI;
- 7.2.2. service agreements with Directors, the Company Secretary, accountant, and auditors;
- 7.2.3. the pro forma financial information of the Company; and
- 7.2.4. the Board of Directors and Issuer Agent's report on the pro forma financial information.

ANNEXURE 1: GROUP STRUCTURE

1.A Group structure pursuant to the listing of the Ordinary and A Preference Shares



1.B Future high-level Group structure pursuant to additional listings of preference shares.



ANNEXURE 2: EXTRACTS FROM THE MOI OF THE COMPANY

In accordance with paragraph 1.5 of the Listing Particulars Document, set out below are additional extracts (where deemed necessary) from the MOI of the Company with regards to the relevant provisions detailed in the table set out in paragraph 1.5.

1 Issue of shares and Variation of rights

6.3 The Board shall not have the power to –

6.3.1 increase or decrease the number of authorised Shares of any Class of the Company's Shares;

6.3.2 create any new Class or Classes of authorised but unissued Shares;

6.3.3 consolidate and reduce the number of the Company's issued and authorised Shares of any Class;

6.3.4 subdivide its Shares of any Class by increasing the number of its issued and authorised Shares of that Class without an increase of its capital;

6.3.5 convert any Class of Shares into one or more other Classes of Shares;

6.3.6 reclassify any classified Shares that have been authorised but not issued;

6.3.7 classify any unclassified Shares that have been authorised but not issued;

6.3.8 vary any preference rights, limitations or other terms attaching to any Class of Shares; or

6.3.9 change the name of the Company,

and such powers shall only be capable of being exercised by the Ordinary Shareholders by way of a Special Resolution of the Ordinary Shareholders and (to the extent required) an amendment to the Memorandum of Incorporation.

2 Issue of shares and Variation of rights

6.5 Each Share issued by the Company has associated with it an irrevocable right of the Shareholder of that Class of Shares to vote on any proposal to amend the preferences, rights, limitations and other terms associated with that Share as contemplated in clause 23.2. The variation of any preferences, rights, limitations and other terms associated with any Class of Shares as set out in this Memorandum of Incorporation may be enacted only by an amendment of this Memorandum of Incorporation by Special Resolution of the Ordinary Shareholders. If any amendment of the Memorandum of Incorporation relates to the variation of any preferences, rights, limitation or any other terms attaching to any other Class of Shares already in issue, that amendment must not be implemented without a Special Resolution first having been adopted by the holders of Shares of that Class at a separate meeting

3 Debt Instruments

14.1 The Board may authorise the Company to issue secured or unsecured Debt Instruments as set out in section 43(2), but, save to the extent permitted in terms of clause 14.2, no special privileges associated with any such Debt Instruments as contemplated in section 43(3) may be granted, and the authority of the Board in such regard is accordingly limited by this Memorandum of Incorporation.

14.2 The Board may, pursuant to a Special Resolution of the Ordinary Shareholders, permit holders of Debt Securities to be granted special privileges, as contemplated in section 43(3), provided that such special privileges –

14.2.1 shall only consist of such rights as are specifically provided for in the applicable Special Resolution of the Ordinary Shareholders; and

14.2.2 shall lapse immediately on the debt, being the subject of such Debt Securities, being extinguished.

4 Acquisition by the company of its own shares

- 18.1 Subject to the CTSE Listing Requirements, the provisions of the Act, including section 48, and the further provisions of this clause 18 the Board may, subject to clause 18.3, determine that the Company acquire a number of its own Shares.
- 18.2 Any decision by the Company to acquire its own Shares must satisfy the CTSE Listing Requirements and the requirements of section 46 and, accordingly, the Company may not acquire its own Shares unless –
 - 18.2.1 for as long as it is required in terms of the CTSE Listing Requirements, the acquisition has been approved, in respect of the acquisition contemplated in clause 18.1, by an Ordinary Resolution of the Ordinary Shareholders, whether in respect of a particular repurchase or generally approved by Ordinary Shareholders (in terms of section 14.4 of the CTSE Listing Requirements) and unless such acquisition otherwise complies with sections 14.2 to 14.8 of the CTSE Listing Requirements (or such other sections as may be applicable from time to time);
 - 18.2.2 the acquisition –
 - 18.2.2.1 is pursuant to an existing legal obligation of the Company, or a court order; or
 - 18.2.2.2 the Board, by resolution, has authorised the acquisition;
 - 18.2.3 it reasonably appears that the Company will satisfy the Solvency and Liquidity Test immediately after completing the proposed acquisition; and
 - 18.2.4 the Board, by resolution, has acknowledged that it has applied the Solvency and Liquidity Test and reasonably concluded that the Company will satisfy the Solvency and Liquidity Test immediately after completing the proposed acquisition.
- 18.3 A decision of the Board referred to in clause 18.1 –
 - 18.3.1 must be approved by a Special Resolution of the Ordinary Shareholders if any Shares are to be acquired by the Company from a Director or prescribed officer of the Company, or a person related to a Director or prescribed officer of the Company (as contemplated in the Act); and
 - 18.3.2 is subject to the requirements of sections 114 and 115 if considered alone, or together with other transactions in an Integrated Series of Transactions, it involves the acquisition by the Company of more than 5% of the issued Shares of any particular Class of the Company's Shares.
- 18.4 Notwithstanding any other provision of this Memorandum of Incorporation, the Company may not acquire its own Shares, and no Subsidiary of the Company may acquire Shares of the Company if, as a result of that acquisition, there would no longer be any Shares of the Company in issue other than –
 - 18.4.1 Shares held by one or more subsidiaries of the Company; or
 - 18.4.2 convertible or redeemable Shares.

5 Votes of shareholders

- 23.1 Subject to any special rights or restrictions as to voting attached to any Shares by or in accordance with this Memorandum of Incorporation, at a meeting of the Company –
 - 23.1.1 every person present and entitled to exercise voting rights shall be entitled to 1 vote on a show of hands, irrespective of the number of voting rights that person would otherwise be entitled to exercise;
 - 23.1.2 on a poll any person who is Present at the Meeting, whether as a Shareholder or as proxy for a Shareholder, has the number of votes determined in accordance with the voting rights associated with the Securities held by that Shareholder; and
 - 23.1.3 the holders of Securities other than Ordinary Shares shall not be entitled to vote on any resolution at a meeting of Shareholders, except as provided in clause 23.2.
- 23.2 The holders of Securities other than Ordinary Shares shall be entitled to vote on a resolution applicable to that Class of Shares held by the applicable Shareholders at a meeting of the Shareholders only –

- 23.2.1 pursuant to a Special Resolution of the Ordinary Shareholders authorizing such holders of Securities to vote on such matter as stipulated in the Special Resolution; or
- 23.2.2 if any resolution is proposed as contemplated in clause 6.5 or a Shareholder holding a Class of Shares is entitled to vote in terms of the preferences, rights, limitations and other terms associated with such Class of Shares, then the holder of such Shares ("Affected Shareholders") is entitled to vote at the meeting of Ordinary Shareholders as contemplated in clause 23.1, provided that the votes of the Shares of that Class held by the Affected Shareholders shall not carry any special rights or privileges and each Affected Shareholder shall be entitled to exercise such number of voting rights prescribed by the preferences, rights, limitations and other terms associated with such Class of Shares.
- 23.3 Voting shall be conducted by means of a polled vote in respect of any matter to be voted on at a meeting of Shareholders if a demand is made for such a vote by –
 - 23.3.1 at least 5 persons having the right to vote on that matter, either as Shareholders or as proxies representing Shareholders; or
 - 23.3.2 a Shareholder who is, or Shareholders who together are, entitled, as Shareholders or proxies representing Shareholders, to exercise at least 10% of the voting rights entitled to be voted on that matter; or
 - 23.3.3 the chairperson of the meeting.

6 Shareholder Resolutions

- 25.1 For an Ordinary Resolution to be approved it must be supported by more than 50% of the voting rights exercised on the resolution, as provided in section 65(7). Notwithstanding anything to the contrary contained in this Memorandum of Incorporation, to the extent that the CTSE Listing Requirements require a higher percentage in respect of any particular Ordinary Resolution, the Company shall not implement such Ordinary Resolution unless the Company has obtained the support of the applicable percentage prescribed in terms of the CTSE Listing Requirements.
- 25.2 For a Special Resolution to be approved it must be supported by the holders of at least 75% of the voting rights exercised on the resolution, as provided in section 65(9).
- 25.3 No matters, except –
 - 25.3.1 those matters set out in section 65(11); or
 - 25.3.2 and any other matter required by the Act to be resolved by means of a Special Resolution; or
 - 25.3.3 for so long as the Company's Securities are listed on the CTSE, any other matter required by the CTSE Listing Requirements to be resolved by means of a Special Resolution, require a Special Resolution of the Company.
- 25.4 If any Shareholder abstains from voting in respect of any resolution, such Shareholder will, for the purposes of determining the number of votes exercised in respect of that resolution, be deemed not to have exercised a vote in respect thereof.

ANNEXURE 3: ASSET MANAGEMENT AGREEMENT, CLASS A PREFERENCE SHARE SUBSCRIPTION AGREEMENT, CLASS A PREFERENCE SHARE TERMS AND ISSUER CESSION AND PLEDGE AGREEMENT

Set out below are extracts from the Asset Management Agreement, the A Preference Share Subscription Agreement, the A Preference Share Terms and Issuer Pledge and Cession Agreement.

ASSET MANAGEMENT AGREEMENT

3.1 Clause 3 - Duration and Termination

This Agreement commences on the relevant Commencement Date and shall endure indefinitely, unless terminated by mutual agreement between the relevant Parties or in accordance with the provisions of this Agreement.

3.2 Clause 4 - Service Provisions

- 4.1 The Manager must provide the Services to GFFR and each PropCo in accordance with the provisions of this Agreement as read with the Services Schedule.
- 4.2 Notwithstanding anything to the contrary on this Agreement and Annexure A, the Manager may elect to outsource, at the Manager's cost, from time to time certain functions, such as but not limited to legal advisory, administrative, company secretarial and accounting functions to third party service providers, provided that GFFR or any PropCo shall not be liable in any form or manner to the third party service providers for the service so rendered. The Manager must procure that the third party service providers perform any work outsourced to them diligently and prudently.

3.3 Clause 6 - Manager's Expenses

- 6.1 Other than as stated in this Agreement and unless otherwise agreed in writing from time to time, the Manager shall receive no fees for the rendering of the Services.
- 6.2 Payment of Upfront Listing Costs and other costs
- 6.2.1 GFFR and / or PropCo must retain sufficient funds to provide for immediate and future expenses relating to and –
- 6.2.1.1 the Continual Pref Listing Fees, are payable by GFFR from any Distributions it receives pursuant to an Investment. In accordance with the Preference Share Terms, the Continual Pref Listing Fees shall constitute a Permitted Deduction under the Preference Share Terms. GFFR must pay the Continual Pref Listing Fees within 7 days of the Manager issuing an invoice to GFFR;
- 6.2.1.2 the Continual Common Listing Fees, are payable by GFFR on terms similar as set out in clause 6.2.1.1. In accordance with the Preference Share Terms, the Continual Common Listing Fees shall constitute a Permitted Deduction under the Preference Share Terms;
- 6.2.1.3 the Deal and Deal Historic Expenses, which are payable by each PropCo against implementation of, or the occurrence of the following events - (i) listing of GFFR on the CTSE, (ii) the implementation of the relevant Subscription Agreement and the issuance of the relevant Preference Shares contemplated therein to the relevant Subscribers; (iii) the subscription by GFFR for ordinary shares in a PropCo; and (iv) and prior to PropCo paying any distributions to GFFR and said amounts shall either be paid in whole or in full within 7 days of the Manager issuing a receipt to PropCo and the latter deducting the applicable amounts prior to making any distributions or subscription amounts received;
- 6.2.1.4 the PropCo Operational Expenses, which are payable by a PropCo within 7 days of receipt of an invoice from the Manager, the PropCo Operational Expenses will, once payment has been made, constitute a Permitted Deduction under the Preference Share Terms;
- 6.2.1.5 the Upfront Listing Costs, which amounts are payable by GFFR from the proceeds of the relevant Subscription Agreement, which will be paid by the Holders to the Manager and / or GFFR (to the extent that they paid such costs) against implementation of, or the occurrence of the following events - (i) the listing of the relevant Preference Shares on the CTSE, (ii) the implementation of the relevant Subscription Agreement and the issue of the Preference Shares contemplated therein to the Holder; (iii) the subscription by GFFR for ordinary shares into the relevant PropCo; and
- 6.2.1.6 the Preference Share Agent Operational Expenses, which are payable by GFFR by no later than 7 days after the Preference Share Agent has issued to GFFR and GFFR has received of a demand for payment thereof (provided that such demand is

accompanied by all such supporting documentation reasonably required to confirm the veracity of the expenses so incurred). The Preference Share Agent Operational Expenses will, once payment has been made to the Preference Share Agent, constitute a Permitted Deduction under the Preference Share Terms.

- 6.2.2 If the Manager intends to or is required to incur any reasonable expenses or to procure third party services consistent with prudent industry best practice where such expenses are in addition to the Operational Expenses in the provision of the Services ("Manager Additional Expenses"), the Manager shall (1) use its reasonable endeavours to procure that the Ordinary Shareholders of GFFR provide loan funding to GFFR (as contemplated in the GFFR Memorandum of Incorporation) and (2) submit to GFFR details of the proposed expenses so incurred and GFFR Board shall be required to reimburse the Manager and / or the Ordinary Shareholders for such expenses reasonably incurred.
- 6.2.3 If any non-budgeted expense arise which (1) is not a budgeted cost or expense as contemplated in clauses 6.2.1 and (2) the Manager considers it a common expense and (3) the expense is associated with (i) GFFR's listing or continued listing on the CTSE, (ii) GFFR, (iii) PropCo, (iv) an Investment and / or (v) the issuance of further shares as contemplated under the GFFR MOI, ("Common Additional Operating Expense"), such costs will be pro-rated and attributable to GFFR in accordance with the principles in clauses 6.2.1.2, unless that costs can be attributable to a PropCo.
- 6.3 Any Manager Additional Expenses incurred and approved, but not paid shall bear interest at the Prime Rate compounded monthly in arrears from the date of approval or incurrence by the Manager (whichever is the later) until the date of payment in full by the GFFR.
- 6.4 If the Manager incurred any Manager Additional Expenses and either the PropCo board and / or GFFR Board refuse to reimburse the Manager in accordance with clause 6.2.1.6, and they are unable to resolve their dispute or agree the amounts so incurred within 10 days of the Manager submitting the relevant statements and invoices, the dispute shall be referred to the auditors of GFFR for determination, who shall act as experts and not as arbitrators, and in making their determination, the auditors of GFFR shall consider whether or not (i) the Manager, the PropCo board and the GFFR Board acted reasonably, and (ii) whether or not the Manager Additional Expenses had to be incurred. The auditors' decision shall be final and binding on the Parties.
- 6.5 All payments shall be paid by electronic funds transfer, without deduction or set off and free of exchange and bank charges, into the Manager's banking account.

SUBSCRIPTION AGREEMENT

3.4 Clause 7 - The Subscriptions

- 7.1 Each Subscriber shall, with effect from the relevant Subscription Date, subscribe for the relevant Subscription Shares at the relevant Subscription Price.
- 7.2 The Subscribers shall pay the relevant aggregate Subscription Prices to the Company on the relevant Subscription Date by electronic transfer into the Company's CSDP Account.
- 7.3 The Company shall, subject to payment by the Subscribers of the aggregate Subscription Prices pursuant to Clause 7.2—
- 7.3.1 on the relevant Subscription Date cause the Subscription Shares to be delivered, in dematerialised form, by crediting the Subscription Shares to the relevant Subscriber's CSDP Account;
- 7.3.2 on the relevant Subscription Date enter the name of the Subscribers in the securities register of the Company as the holder and owner of the relevant Subscription Shares;
- 7.3.3 ensure that the Subscription Shares are listed on the CTSE on or as soon as practicable after the relevant Subscription Date; and
- 7.3.4 pay the Upfront Listing Costs in respect of the Subscription Shares, it being recorded that no issue duty is payable.
- 7.4 The CSD will hold the Subscription Shares issued in uncertificated form, subject to the Financial Markets Act and the CSD Rules.
- 7.5 While Subscription Shares are held in the CSD, the registered holder of the Subscription Shares, determined in accordance with the CSD Rules, will be named in the Company's securities register as the sole holder of such Subscription Share.

- 7.6 The Company shall apply the net proceeds from each Subscription (after Upfront Listing Costs) to discharge the obligation of the Company to subscribe for shares in the Property SPV, who shall use such proceeds to acquire the relevant Network specified in respect of the Subscription.
- 7.7 All amounts payable in terms of this Agreement and not paid on due date shall attract interest at the Prime Rate calculated from the due date to the date of actual payment thereof.
- 7.8 The Parties shall perform all other reasonable acts as may be necessary or required to facilitate the implementation of each Subscription on the Subscription Date.

3.5 Clause 14 - Subscriber Undertakings and Confirmations

- 14.1 Each Subscriber confirms that the Investment Documents have been made available to the Subscriber for perusal and consideration.
- 14.2 Each Subscriber accepts and confirms that its investment in the Company is made solely and only on the basis of the Investment Documents, and that the Subscriber has not relied on any other information, representations or warranties, whether express or implied, whether oral or written, whatsoever made by the Company or any of the officers, employees, directors or affiliates.
- 14.3 Each Subscriber understands and confirms that it has evaluated the risks connected with becoming an investor in the Company, or with making a further investment therein, as may be applicable.
- 14.4 Each Subscriber undertakes –
- 14.4.1 to sign and deliver, in respect of each Subscription, a Listings Waiver;
- 14.4.2 to vote in favour of all such shareholders resolutions and provide all such waivers and consents in its capacity as shareholder of the Company;
- 14.4.3 to deliver such documentation and other evidence as is reasonably requested by the Company (for itself or on behalf of any of its associates) to carry out any know your customer or similar identification procedures under applicable laws and regulations, and any other information requested by the CTSE.
- 14.5 Without limiting Clause 14.4.1, each Subscriber hereby irrevocably and in rem suam nominates, constitutes and appoints the Company or any one of its duly authorised directors (the "Representative"), as its agent and true and lawful attorney to act on its behalf, with full power and authority in its name, place and stead to execute, under seal or otherwise, –
- 14.5.1 to sign and/or grant any waiver and/or consent required under applicable legislation or the MOI; and/or
- 14.6 to exercise (including to execute a form of proxy in favour of such person or persons as the Representative may think fit to attend and vote as the Subscriber's proxy at any shareholders meeting) all voting rights attaching to the Shares of that Subscriber or to execute written resolutions for and on behalf of the Subscriber in this regard,
- as may reasonably be necessary for any Subscription or the implementation thereof.
- 14.7 Each Subscriber ratifies and confirms and agrees to ratify and confirm all and any acts whatsoever which the Representative shall lawfully do or cause to be done in pursuance of the power of attorney granted by Clause 14.5 and declares that the power of attorney in Clause 14.5 shall be irrevocable.

CLASS A PREFERENCE SHARE TERMS

3.6 Clause 4 – Dividend Rights

The A Pref Dividends shall be determined, declared, paid and distributed in accordance with the provisions of this Clause 4.

- 4.1 Preference
- 4.1.1 Each A Pref shall confer upon the A Holder thereof the right to have A Pref Dividends declared and paid out of any Available A Pref Cash from time to time, all in terms of the A Pref Terms contained in these A Pref Terms.
- 4.1.2 The A Pref Dividends in respect of the A Prefs, if any, shall be paid in priority to any Distributions to the holders of the Ordinary Shares or the Other Prefs, or any other holder of such Ordinary Shares or Other Prefs, as the case may be.

- 4.2 A Pref Dividends
- 4.2.1 Each A Holder registered as such on each Dividend Payment Date shall have the right to receive and be paid on each Dividend Payment Date the A Pref Dividend.
- 4.2.2 The Company shall on or before each Dividend Payment Date, apply the Solvency and Liquidity Test and, once the Board is reasonably satisfied that the Company will satisfy the Solvency and Liquidity Test immediately after paying the relevant A Pref Dividend payable or to become payable on that Dividend Payment Date, the Board shall pass a resolution acknowledging that the Board has applied the Solvency and Liquidity Test and has reasonably concluded that the Company will satisfy the Solvency and Liquidity Test immediately after paying the relevant A Pref Dividend.
- 4.2.3 The Company shall declare and pay the A Pref Dividend on each Dividend Payment Date in respect of each A Pref.
- 4.2.4 Should any amount be due and payable by the A Holders to the Preference Share Agent in terms of Clause 1.1.31.8, 12.11 or 12.12 on the record date for participation in an A Pref Dividend, the Company shall be entitled (but not obliged), and the A Holders shall have authorised the Company, to apply the after-Tax proceeds (or applicable portion thereof) of such A Pref Dividend in discharge of the A Holders' liability to pay to the Preference Share Agent the amount so due and payable, provided that if the amount so due and payable to the Preference Share Agent by the A Holders exceeds the after-Tax proceeds of the A Pref Dividends, then the A Holders shall remain liable, pro rata to their proportionate holdings of the Outstanding A Prefs, to pay to the Preference Share Agent such remainder.
- 4.3 Declaration of A Pref Dividends
- 4.3.1 Each A Pref Dividend shall become payable on its Dividend Payment Date in accordance with the provisions of these A Pref Terms.
- 4.3.2 If any A Pref Dividend of any A Pref is not paid on its Dividend Payment Date, such amounts shall bear interest at a rate equal to the Prime Rate, calculated from that its Dividend Payment Date to the actual date of payment of such amount in full (both days inclusive), which interest shall be compounded monthly in arrears on the last day of each calendar month and be payable on demand.

3.7 Clause 5 - Redemption

The A Prefs shall be redeemed from Available A Pref Cash in accordance with the provisions of this Clause 5.

- 5.1 Scheduled Redemption
- The Company shall, subject to the Priority of Payments, redeem each Outstanding A Pref on the date not later than 10 Business Days after the Property SPV Disposal Date (the "Scheduled Redemption Date") by paying the Redemption Amount of each such Outstanding A Pref to its A Holder (and the Company shall, prior to such redemption, pay all outstanding A Pref Dividends in respect of that A Pref to its A Holder).
- 5.2 Compulsory Early Redemption
- 5.2.1 Upon the occurrence of a Trigger Event set out in Clauses 8.1 to 8.12 (both inclusive), the Preference Share Agent shall be entitled, but not obliged, to deliver a written notice ("Trigger Notice") to the Company calling upon the Company to remedy the Trigger Event within a period of 10 Business Days, (or such other period as may be indicated by the Preference Share Agent in its sole discretion) from the date of the Trigger Notice.
- 5.2.2 If the Trigger Event is not remedied within the period set out in Clause 5.2.1, then the Preference Share Agent may, on written notice to the Company ("Enforcement Notice"), require the Company to redeem all of the Outstanding A Prefs on a date set out in the Enforcement Notice, by –
- 5.2.2.1 declaring and paying all A Pref Dividends, where appropriate; and
- 5.2.2.2 thereafter redeeming the Outstanding A Prefs at the applicable Redemption Amount.
- 5.2.3 Should any amount be due and payable by the A Holders to the Preference Share Agent in terms of clause 1.1.31.8, 12.11 or 12.12 on the record date for receipt of the Redemption Amount, the Company shall be entitled (but not obliged), and the A Holders shall have authorised the Company, to apply the after-Tax proceeds (or applicable portion thereof) of such Redemption Amount in discharge of the A Holders' liability to pay to the Preference Share Agent the amount so due and payable, provided that if the amount so due and payable to the Preference Share Agent by the A Holders exceeds the after-

Tax proceeds of the Redemption Amount, then the A Holders shall remain liable, pro rata to their proportionate holdings of the Outstanding A Prefs on such date to pay to the Preference Share Agent such remainder.

5.3 Redemption Amounts

5.3.1 An A Pref may only be redeemed –

5.3.1.1 in accordance with the A Pref Terms, in cash only from the proceeds of the A Pref Return (and not, for the avoidance of doubt, from any other asset of the Company); and

5.3.1.2 subject to Applicable Laws and the requirements of the A Pref Terms, from the profits or reserves of the Company that are attributable to the A Pref Return and the Property SPV Shares; and

5.3.1.3 if all (and not only some) the A Prefs are redeemed, unless the Majority A Holders agree otherwise by ordinary resolution.

5.3.2 On the Actual Redemption Date of an A Pref –

5.3.2.1 the Redemption Amount payable on each A Pref to be redeemed shall be the aggregate amount of any A Pref Return received by the Company as at the Actual Redemption Date, divided by the aggregate number of A Prefs in issue as at the Actual Redemption Date, it being recorded, for the avoidance of doubt, that the Ordinary Shareholders and/or the Manager shall not be entitled to receive any portion of the Redemption Amount; and

5.3.2.2 the Redemption Amount payable in respect of such redemption shall be paid wholly in cash, utilising receipts of the Company that are solely attributable to the A Pref Return received by the Company.

5.3.3 Should any amount be due and payable by the A Holders to the Preference Share Agent in terms of Clause 1.1.31.8, 12.11 or 12.12 on the record date for receipt of the Redemption Amount, the Company shall be entitled (but not obliged), and the A Holders shall have authorised the Company, to apply the after-Tax proceeds (or applicable portion thereof) of such Redemption Amount in discharge of the A Holders' liability to pay to the Preference Share Agent the amount so due and payable, provided that if the amount so due and payable to the Preference Share Agent by the A Holders exceeds the after-Tax proceeds of the Redemption Amount, then the A Holders shall remain liable, pro rata to their proportionate holdings of the Outstanding A Prefs on such date to pay to the Preference Share Agent such remainder.

5.4 Procedure for redemptions

5.4.1 The Company shall, in respect of each redemption of an A Pref, redeem that A Pref on the Actual Redemption Date for that A Pref by authorising and paying the Redemption Amount in respect of that A Pref to the A Holder holding that A Pref.

5.4.2 If any A Pref is redeemed and the Redemption Amount of any such A Pref is not paid on the Actual Redemption Date of that A Pref, such amounts shall bear interest at a rate equal to the Prime Rate, calculated from that Actual Redemption Date to the actual date of payment of such amount in full (both days inclusive), which interest shall be compounded monthly in arrears on the last day of each calendar month and be payable on demand.

5.4.3 The Company shall be liable for any STT and/or any other similar Tax which may be or become payable by an A Holder in South Africa on the redemption of any A Prefs for any reason. To the extent that any A Holder becomes liable to pay such STT or any other similar Tax in South Africa, the Company shall pay to the relevant A Holder on demand an amount equal to such STT and/or other similar Tax paid by that A Holder and the Company hereby indemnifies and holds that A Holder harmless accordingly.

5.4.4 Where the Company is obliged to redeem the A Prefs the Company shall be entitled to redeem the A Prefs in any manner permissible at law, including by applying any amounts outstanding to the credit of the contributed tax capital account or any other share capital account (if any and howsoever described) of the Company in providing for the amounts payable on the redemption of the A Prefs in accordance with the terms herein.

5.4.5 In the case of partial redemption if there is more than one A Holder, the Company must redeem a pro rata number of the Outstanding A Prefs of each A Holder.

5.4.6 Against payment of the Redemption Amount of any Outstanding A Pref the applicable A Holder shall, provided that all the outstanding A Pref Dividends in respect of that Outstanding A Pref have been paid, instruct its CSDP or authorised user to deliver the A Prefs to the Company in uncertificated form in accordance with the CSD Rules. For as long as the A Prefs are listed on the CTSE, –

- 5.4.6.1 the redemption and partial redemption of the A Pref shall take place in accordance with the CSD Rules and the Financial Markets Act; and
- 5.4.6.2 the details of any redemption or partial redemption of A Prefs will be announced on the news services of the CTSE in such manner and within such time lines as may be required by CTSE Listings Requirements.

3.8 Clause 7 – Priority of Payments

- 7.1 The Company shall pay (or shall procure payment of) the amount of any Available A Pref Cash, immediately upon receipt of such Available A Pref Cash, for application in accordance with Clause 7.2.
- 7.2 All Available A Pref Cash shall be applied in the following order of priority on the applicable Dividend Payment Date and/or the Actual Redemption Date –
 - 7.2.1 first, towards payment of all and any Taxes incurred and required to be paid by the Company (and not paid) and attributable to and allocated to the A Class Fund;
 - 7.2.2 thereafter, to the full extent possible taking into account the remaining amount of Available A Pref Cash, to pay or make provision for –
 - 7.2.2.1 any Operational Expenses of the Company allocated to the A Class Fund in the reasonable discretion of the Board;
 - 7.2.2.2 the Continual Common Listing Fees (on behalf of the A Holders in terms of and subject to the Management Agreement); and
 - 7.2.2.3 the Continual A Pref Listing Fees (for and on behalf of the A Holders in terms of and subject to the Management Agreement);
 - 7.2.3 thereafter, to the extent to which there is still remaining Available A Pref Cash and to the fullest extent possible, as follows –
 - 7.2.3.1 in the case of Available A Cash consisting of Disposal Proceeds, at the Company's election (i) to retain such amount in the Class A Bank Account, or (ii) to redeem Outstanding A Prefs (in proportion to the aggregate capital values of the Outstanding A Prefs held by each A Holder) in accordance with Clause 5;
 - 7.2.3.2 in the case of Available A Cash not consisting of Disposal Proceeds, as to 90% of such Available A Pref Cash, to make Distributions to the A Holders registered as such as at that date, and pay any associated Taxes; and
 - 7.2.4 thereafter, and only to the extent that the Company has complied with the provisions of Clauses 7.2.3.1 and 7.2.3.2, to use such available cash to make payments or Distributions to the Ordinary Shareholders or retain such proceeds to fund the working capital requirements of the Company, and for the avoidance of doubt the Ordinary Shareholders shall not be entitled to participate in any Distributions payable to the A Holders alone.

3.9 Clause 8– Trigger Events

Each of the events set out in this Clause 7 is a Trigger Event (however arising).

- 8.1 No declaration
 - 8.1.1 The failure by the Company to declare any A Pref Dividend on its Dividend Payment Date for any reason whatsoever and such failure is not remedied within 30 days of receipt of written notice from the Preference Share Agent calling upon the Company to remedy such failure.
 - 8.1.2 The failure by the Company to pass any resolution in respect of an A Pref Dividend required under section 46 of the Act for any reason whatsoever and such failure is not remedied within 30 days of receipt of written notice from the Preference Share Agent calling upon the Company to remedy such failure.
- 8.2 Non-payment of Preference Dividends

The Company fails to pay any A Pref Dividends when due.
- 8.3 Misrepresentation
 - 8.3.1 Any representation, warranty or statement made or deemed to be made by the Company in the Finance Documents and/or any other document delivered by or on behalf of the Company under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

- 8.3.2 No Trigger Event under Clause 8.3.1 will occur if the relevant circumstances are capable of remedy and is remedied within 30 days of the date of receipt of written notice by the Company from the Preference Share Agent calling for circumstances to be remedied.
- 8.4 Breach of the Finance Documents
- 8.4.1 The breach by the Company of any material term of the Finance Documents to which it is a party, and where such breach is capable of remedy, the Company fails to remedy such breach within 30 days of receipt of written notice from the Preference Share Agent calling upon the Company to remedy such breach.
- 8.4.2 The Company breaches any material term of the MOI and fails to remedy such breach within 30 days of receipt of written notice from the Preference Share Agent calling upon the Company to remedy such breach.
- 8.5 Distributions
- The Company declares and/or pays any Distributions other than in accordance with the provisions of, or as permitted by, the Finance Documents.
- 8.6 Financial Indebtedness
- The Company incurs indebtedness which ranks *pari passu* with, or ahead, of the A Holders' rights under the Finance Documents without having obtained the prior approval of the Majority A Holders by way of ordinary resolution.
- 8.7 Finance Documents
- 8.7.1 The termination, unlawfulness, repudiation or unenforceability of any Finance Document or amendment (other than as permitted in terms thereof) of any Finance Document (to which it is a party).
- 8.7.2 No Trigger Event under Clause 8.7.1 will occur if the relevant circumstances either (i) are capable of remedy and is remedied within 30 days of the date of receipt of written notice by the Company from the Preference Share Agent calling for circumstances to be remedied or (ii) arise not as a result of any action (or inaction) of the Company.
- 8.7.3 The security granted in terms of any Finance Document ceases to be effective or to confer the security rights it purports to confer in favour of the Preference Share Agent (as agent on behalf of the A Holders) or it becomes apparent that any Finance Document did not validly create the security contemplated or failed to validly confer the security rights in favour of the Preference Share Agent (as agent on behalf of the A Holders).
- 8.7.4 No Trigger Event under Clause 8.7.3 will occur if the relevant circumstances either (i) are capable of remedy and is remedied within 30 days of the date of receipt of written notice by the Company from the Preference Share Agent calling for circumstances to be remedied or (ii) arise not as a result of any action (or inaction) of the Company.
- 8.8 Insolvency and business rescue
- 8.8.1 Any Insolvency Event occurs in relation to the Company and (where such event is capable of remedy), such Insolvency Event is not remedied within 30 days of receipt of written notice from the Preference Share Agent calling upon the Company to remedy, or procure the remedy of, such event.
- 8.8.2 If any Finance Document is entirely, partially or conditionally suspended during business rescue proceedings commenced in relation to any party to such Finance Document, and such suspension is not lifted within 30 days of receipt of written notice from the Preference Share Agent calling upon the Company to remedy or procure the remedy of such event.
- 8.9 Creditors' process
- Any expropriation or attachment of or execution in respect of, any asset or assets of the Company relating to the Property SPV and having an aggregate value in excess of R100,000,000 in aggregate and such expropriation, attachment, sequestration or execution is not set aside or withdrawn within a period of 30 days after it occurs.
- 8.10 Disposals
- The Company disposes of the Property SPV Shares without having obtained the prior approval of the Majority A Holders, by way of ordinary resolution.
- 8.11 Litigation
- Any litigation, arbitration, administrative, governmental, regulatory or other investigations, proceedings or disputes (which, if adversely determined would or would reasonably likely result in a Material Adverse Change) ("Proceedings") are commenced

in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against the Company or the Property SPV and such Proceedings are not set aside within 30 days of receipt by the Company of written notice from the Preference Share Agent demanding that such Proceedings be set aside; provided that no Trigger Event will occur where the Company, within 10 days of such Proceedings being commenced, demonstrates to the reasonable satisfaction of the Preference Share Agent that it has a bona fide defence to such Proceedings and that it is contesting or opposing such Proceedings in good faith.

8.12 Unlawfulness

It becomes unlawful for the Company to perform its obligations under the Finance Documents or to comply with the privileges, rights and terms of the A Prefs and such unlawfulness cannot be remedied or resolved within 30 days of the date of receipt of written notice by the Company from the Preference Share Agent calling for circumstances to be remedied. No Trigger Event under this Clause 8.12 will occur if the relevant circumstances arise not as a result of any action (or inaction) of the Company.

8.13 Illegality Events

An Illegality Event occurs in the manner contemplated in Clause 6.3 and either (i) the Company fails to timeously propose such a new structure contemplated in Clause 6 or (ii) the Majority A Holders do not approve such new structure proposed by the Company.

3.10 Clause 12 – Preference Share Agent

12.1 Each A Holder hereby appoints the Preference Share Agent as its agent (whether or not by or through employees or agents), –

12.1.1 to enter into the Cession and Pledge Agreement and to receive all entitlements and proceeds, on each A Holder's behalf;

12.1.2 for receiving and holding (on behalf of the A Holders) the documentation listed in clause 8 (Perfection) of the Cession and Pledge Agreement; and

12.1.3 for taking or implementing any Enforcement Action (together with such powers and discretions as are reasonably incidental thereto).

12.2 Other than the appointment in relation to the performance by the Preference Share Agent of the actions listed in Clause 12.1.1, which shall commence in effect from the initial Subscription Date and remain in effect until the Discharge Date, the appointment relating to Enforcement Action is only with effect from only the occurrence of any Trigger Event and will remain in place only for the period during which that Trigger Event is continuing and not remedied to the satisfaction of the Preference Share Agent.

12.3 None of the A Holders may itself take any Enforcement Action, and may only procure that such Enforcement Action is taken via the Preference Share Agent in the manner contemplated in this Clause 11.6.1.

12.4 The Preference Share Agent is hereby irrevocably authorised by each A Holder to proceed with such Enforcement Action as instructed by the Majority A Holders. In so acting the Preference Share Agent shall not be required to have regard to the interests of any individual A Holder and shall have no liability to any such A Holder for so acting unless due to gross negligence, or wilful or fraudulent acts or omissions.

12.5 The Company shall, prior to or as soon as is practicable after the issuance of the A Prefs under the Subscription Agreement, procure that the memorandum of incorporation of the Preference Share Agent ("PSA MOI") be amended to incorporate provisions in terms of which –

12.5.1 the Majority A Holders are entitled, pursuant to the occurrence of a Trigger Event which is continuing, to appoint and remove or replace a set number of ex officio directors (each an "Appointed Director") to the board of the Preference Share Agent ("PSA Board") on the basis that –

12.5.1.1 the PSA Board shall, pursuant to the appointment of any such ex officio Appointed Directors, (i) constitute a committee of the PSA Board comprising all and only the ex officio Appointed Directors and (ii) irrevocably and unconditionally delegate all its authority in relation to the applicable Trigger Event and resultant Enforcement Action to such committee, which committee

shall, pursuant to such delegation, have the sole and exclusive authority in relation to such matters until such Enforcement Action is finalised; and

- 12.5.1.2 all Appointed Directors shall be precluded from attending any meetings or exercising any votes on matters before the PSA Board, save for those matters which have been delegated to the committee comprising the Appointed Directors relating to the applicable Enforcement Action; and
- 12.5.2 any amendment of the PSA MOI which seeks to amend the provisions in terms of which the matters contemplated in Clause 12.5.1 are regulated, shall require the approval of the Majority A Holders in order to be valid.
- 12.6 Nothing in these A Pref Terms or any Finance Document constitutes the Preference Share Agent as a trustee or fiduciary of any other person.
- 12.7 Notwithstanding any other provision of any Finance Document to the contrary, the Preference Share Agent is not obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or a breach of a fiduciary duty or duty of confidentiality.
- 12.8 Following the occurrence of a Potential Trigger Event or Trigger Event and for the period during which a Potential Trigger Event or Trigger Event is continuing and not remedied to the satisfaction of the Preference Share Agent –
 - 12.8.1 the giving of any written notice by the Company to the Preference Share Agent shall constitute due notice to the A Holders; and
 - 12.8.2 the giving of any written consent, approval, indulgence or the like by the Preference Share Agent shall constitute the giving of such consent, approval, indulgence or the like by the A Holders or the Majority A Holders (as may be applicable).
- 12.9 Unless caused directly by its gross negligence, wilful misconduct or fraud, the Preference Share Agent shall not accept responsibility or be liable for –
 - 12.9.1 the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Preference Share Agent or any other person given in or in connection with any Finance Document;
 - 12.9.2 any losses to any person or any liability arising as a result of taking or refraining from taking any Enforcement Action in accordance with the Finance Documents; or
 - 12.9.3 the exercise of, or the failure to exercise (in each case in accordance with the Finance Documents), any judgement, discretion or power given to it by or in connection with any of the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, pursuant to or in connection with the Finance Documents.
- 12.10 The Preference Share Agent shall not be –
 - 12.10.1 bound to enquire as to whether any Potential Trigger Event or Trigger Event has occurred;
 - 12.10.2 under any obligations other than those which are specifically provided for in these A Pref Terms and the Finance Documents;
 - 12.10.3 concerned with the interests of, or have or be deemed to have any duty, obligation or responsibility to, or relationship of agency with, any persons other than the A Holders;
 - 12.10.4 obliged to monitor or supervise the actions of any party to any Finance Document or to investigate or examine their records or procedures and shall be and is hereby authorised to assume without enquiry, in the absence of actual knowledge or actual notice to the contrary, that all other parties to the Finance Documents are duly performing and observing all the undertakings, obligations and provisions contained in the Finance Documents which are to be performed and observed by them;
 - 12.10.5 bound to investigate –
 - 12.10.5.1 the execution, delivery, legality, validity, effectiveness, adequacy, genuineness, enforceability or admissibility in evidence of any Finance Document;
 - 12.10.5.2 any recitals, statements, warranties or representations of any party to any Finance Document;
 - 12.10.5.3 its ability to exercise the rights, powers or authorities purported to be conferred on it by any of the Finance Documents (except as to its own constitutive documents);
 - 12.10.5.4 the capacities, powers or credit standing of any party to any of the Finance Documents;
 - 12.10.6 obliged, notwithstanding any other provisions of this Agreement or any other Finance Document, to assume the obligations of any person under any Finance Document or to take any action which would otherwise, in its opinion (acting in good faith), be

reasonably expected to render it liable to any person unless, in each case, it has been indemnified and/or secured to its satisfaction against all liabilities, including any liabilities in respect of applicable environmental or taxation legislation, which it may incur as a consequence of so acting.

- 12.11 The A Holders indemnify the Preference Share Agent against, and shall pay to the Preference Share Agent any properly evidenced cost, loss or liability incurred by the Preference Share Agent as a result of –
 - 12.11.1 acting in its capacity or performing its functions as Preference Share Agent under and in terms of the Finance Documents;
 - 12.11.2 investigating or taking any other action in connection with any event which it reasonably believes is a Potential Trigger Event or a Trigger Event; or
 - 12.11.3 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised by the A Holders or Majority A Holders, as the case may be.
- 12.12 The A Holders indemnify the Preference Share Agent and hold the Preference Share Agent harmless against any claims which may be made against it by any third person whatsoever, arising out of anything done, or omitted to be done, by the Preference Share Agent in connection with acting in its capacity and/or performing its functions as Preference Share Agent under and in terms of the Finance Documents, other than as a result of any gross negligent act or omission by the Preference Share Agent.
- 12.13 If any dispute arises between any A Holder and the Preference Share Agent arising out of anything done, or omitted to be done, by the Preference Share Agent in connection with acting in its capacity and/or performing its functions as Preference Share Agent under and in terms of the Finance Documents –
 - 12.13.1 such Holder shall deliver written notice ("Holder Notice") to the Preference Share Agent which sets out the facts and/or circumstances which have given rise to the applicable dispute; and
 - 12.13.2 such dispute will be decided first by negotiation between duly appointed senior representatives of each party. If the dispute is not resolved within 10 days after receipt by the Preference Share Agent of a Holder Notice, the Preference Share Agent shall refer the matter to an independent attorney or advocate nominated by the Registrar of the Arbitration Foundation of Southern Africa for the time being, who shall determine the dispute, acting as an expert and not as an arbitrator.
- 12.14 The provisions of this Clause 11.6.1 constitute a stipulation alteri in favour of the Preference Share Agent which is capable of acceptance by it at any time.
- 12.15 Should any amount become due and payable by the A Holders to and in favour of the Preference Share Agent in terms of this Clause 11.6.1, the A Holders hereby authorise the Company to make such payment to the Preference Share Agent for and on behalf of the A Holders in accordance with the provisions of Clause 4.2.4 or Clause 5.3.3, as applicable, provided that the Company shall not tender any such payment on behalf of the A Holders at any time when a dispute between an A Holder and the Preference Share Agent remains unresolved in terms of the dispute resolution mechanisms contemplated in Clause 12.13.

3.11 Clause 13 - Delivery of Physical Assets

- 13.1 Each A Holder authorises and appoints the Preference Share Agent (acting through any of its directors, senior executives or any other authorised representative) irrevocably and in rem suam as its attorney and agent in the A Holder's name, place and stead to –
 - 13.1.1 take delivery of any physical assets that the A Holder may require to take delivery of in connection with, or arising out of, any transaction contemplated in the Cession and Pledge Agreement;
 - 13.1.2 sell or otherwise realise the abovementioned physical assets;
 - 13.1.3 sign and execute such documents as may be necessary to enable the Preference Share Agent to exercise any of its rights granted to it under this Clause 11.6.1.
- 13.2 The Company shall procure that the Preference Share Agent, following the sale or realisation of the physical assets, remits the proceeds of the sale or realisation to the relevant A Holders.
- 13.3 The provisions of this Clause 11.6.1 constitute a stipulation alteri in favour of the Preference Share Agent which is capable of acceptance by it at any time.

ISSUER CESSION AND PLEDGE AGREEMENT

“Ceded Rights” means all the Cedent’s rights, title and interest, of any nature whatsoever, in and to, the Pledged Shares and the Claims, whether actual, prospective or contingent, direct or indirect, whether a claim for the payment of money (whether in respect of interest, principal or otherwise) or for the performance of any other obligation, and whether or not the said rights and interests were within the contemplation of the Parties as at the Signature Date;

“Cedent” means Gaia Fibonacci Fibre REIT 1 Limited (registration number 2021/926046/06), a limited liability public company incorporated in accordance with the laws of South Africa;

“Cessionary” means Gaia Fibonacci Fibre Custodian (RF) Proprietary Limited (registration number 2021/990690/07), a limited liability private company incorporated in accordance with the laws of South Africa;

3.12 Clause 2 - Introduction

- 2.1 As security for the due and punctual payment and performance of the Secured Obligations, the Cedent has agreed, with effect from the first Subscription Date, to pledge the Pledged Shares and cede in securitatem debiti all of the Ceded Rights attaching to the Pledged Shares and the Claims in favour of the Cessionary (as agent on behalf of the Holders), on the terms and conditions contained in this Agreement.
- 2.2 The Parties wish to record the terms and conditions governing the cession and pledge and associated arrangements contemplated in this Clause 2.

3.13 Clause 4 – Appointment of Cessionary as Preference Share Agent

- 4.1 The Cessionary hereby accepts its appointment as agent of the A Holders (whether or not by or through employees or agents), –
 - 4.1.1 to enter into this Agreement, and to receive all entitlements and proceeds, on each A Holder’s behalf;
 - 4.1.2 for receiving and holding (on behalf of the Holders) the documentation listed in Clause 8;
 - 4.1.3 for taking or implementing any Enforcement Action (together with such powers and discretions as are reasonably incidental thereto); and
 - 4.1.4 discharging all obligations incumbent on the Cessionary as contemplated in the Preference Share Terms, as such terms are constituted as at the first Subscription Date.
- 4.2 Other than the appointment of the Cessionary as agent in relation to the performance by the Cessionary of the actions listed in Clauses 3.1.1 and 3.1.4, which shall be in effect from the first Subscription Date and remain in effect until the Discharge Date, the appointment relating to any Enforcement Action is only with effect from the occurrence of a Trigger and will remain in place only for the period during which such Trigger Event is continuing.

3.14 Clause 7 – Pledge and Cession in Security

Subject to Clause 9, as continuing covering security for the due, proper and timeous payment and performance by the Cedent of the Secured Obligations, with effect from the 1st Subscription Date, the Cedent hereby cedes in securitatem debiti its rights, title and interest in and to the Ceded Rights applicable to the Pledged Shares and the Claims and pledges the Pledged Shares to the Cessionary, which cession and pledge the Cessionary hereby accepts.

3.15 Clause 8 – Perfection

- 8.1 The Parties hereby confirm and agree that the Cedent shall, on or before the 1st Subscription Date, deliver to the Cessionary –
 - 8.1.1 the share certificates in respect of the Pledged Shares;
 - 8.1.2 the share transfer forms in respect of the Pledged Shares, duly completed and signed (but undated) and otherwise in blank as to the transferee;
 - 8.1.3 a copy of a resolution of the board of directors of the Property SPV noting the pledge and cession in relation to the Pledged Shares and Ceded Rights applicable to the Pledged Shares and the Claims, as contained in this Agreement, consenting thereto, and agreeing to the exercise by the Cessionary of its rights hereunder; and
 - 8.1.4 a copy of the waiver of pre-emptive rights, executed by the Manager (in its capacity as ordinary shareholder of the Cedent), in favour of the Cessionary, waiving any pre-emptive or similar rights in and to the Pledged Shares and the Ceded Rights

applicable to the Pledged Shares and the Claims, to enable the Cedent to enter into this Agreement and for the Cessionary to exercise its rights under this Agreement.

8.2 The Cedent shall –

8.2.1 replace any share transfer forms delivered in accordance with the provisions of this Clause 8 by further signed share transfer forms as often as so reasonably requested by the Cessionary and deliver such forms to the Cessionary; and

8.2.2 deliver to the Cessionary any other documents relating to the Pledged Shares and/or the Ceded Rights for which the Cessionary may at any time reasonably call,

which documents shall be delivered to the Cessionary within such period as may be agreed between the Parties, and failing such agreement, within 5 Business Days of written demand by the Cessionary.

3.16 Clause 9 – Dividends, Voting and Ceded Rights

9.1 Notwithstanding that the rights to receive all and any amounts payable in respect of the Ceded Rights and the Pledged Shares, and to vote in respect of the Ceded Rights and the Pledged Shares, as well as all other rights, title and interest in and to the Ceded Rights and the Pledged Shares, are ceded, in securitatem debiti, and pledged to the Cessionary in accordance with the provisions of this Agreement, the Cedent shall be entitled, subject to the provisions of the Finance Documents and Clause 14.5, to exercise all voting and other rights (including, without limitation, all rights, powers and privileges attaching to the Ceded Rights and the Pledged Shares) in respect of the Ceded Rights and the Pledged Shares until the occurrence of a Trigger Event, in which event the Cedent's rights under and in terms of this Clause 9 shall automatically terminate on the date on which a Trigger Event occurs.

9.2 To the extent that it is necessary in terms of applicable law or otherwise, the Cessionary hereby agrees to promptly, on written request by the Cedent, do all such things as may be necessary to re-cede all or any of the Ceded Rights to the Cedent in order for the Cedent to be able to enforce its rights against the Property SPV in respect of the Pledged Shares, provided that no breach of the Secured Obligations has occurred and is continuing.

3.17 Clause 10 – Duration

10.1 The pledge of the Pledged Shares and the cession of the Ceded Rights in terms of this Agreement shall commence on the 1st Subscription Date and shall continue and endure in accordance with the provisions of this Agreement until the Discharge Date.

10.2 When the pledge of the Pledged Shares and the cession of the Ceded Rights terminates in accordance with Clause 10.1, the Cessionary shall, to the extent that such documents have been delivered to it pursuant to Clause 8 and to the extent that the Cessionary has not exercised its rights under and in terms of Clause 14 deliver to the Cedent the share certificates in respect of the Pledged Shares, together with the share transfer forms, delivered by the Cedent to the Cessionary in accordance with the provisions of Clause 8, within 10 Business Days after receipt of written request by the Cedent, provided that the Discharge Date has occurred.

ANNEXURE 4: CONSOLIDATED PRO FORMA FINANCIAL INFORMATION OF THE COMPANY

1. Introduction

- 1.1. The Company was incorporated on the 7th of October 2021 to facilitate investments into fibre network infrastructure.
- 1.2. The Company has no liabilities with its only asset being all the ordinary shares in GF Property SPV 1, a special purpose vehicle incorporated on the 9th of April 2021 for the purpose of acquiring the Company's first indirect interest in a fibre network infrastructure.
- 1.3. The Company and its subsidiary in GF Property SPV 1 has been dormant since the date of incorporation and accordingly has no trading history.
- 1.4. The balance sheet of the Company as at the Last Practicable Date is presented below along with the pro forma statement of financial position after the investment in the GF Property SPV 1 is concluded upon listing. Because of its nature, the pro forma statement of financial position may not fairly present the Company's financial position, changes in equity, results of operations or cash flows after the transaction.
- 1.5. The Directors of the REIT are responsible for the preparation of the pro forma financial information.
- 1.6. The pro forma statement of financial position of the Company as "Day of Listing" has been prepared on the assumption that transaction is concluded on Friday, the 10th of December 2021.
- 1.7. These pro formas have been prepared in accordance with the SAICA Guide on Profit forecasts.
- 1.8. The role of the reporting accountant is to provide users of the forecast with some assurance that it has been properly compiled and presented. It is emphasised that forecasts necessarily depend on subjective judgments and are, to a greater or lesser extent, dependent on the nature of the business and subject to numerous and substantial inherent uncertainties. These uncertainties increase markedly the further forward in time the forecasts are projected. Therefore, it is not possible for the reporting accountant to express any assurance concerning the accuracy of the forecast.

2. Transaction Use of Funds

- 2.1 The Company will raise R33,992,660.00 from the issuance of the A Preference Shares.
 - 2.1.1 Of the R33,992,660.00
 - 2.1.1.1 R1,342,750.00 will be utilised to pay listing, legal and other listing associated fees,
 - 2.1.1.2 R265,800.00 will be utilised to provide for ongoing listing fees and statutory cost of the Company,
 - 2.1.1.3 R91,450.00 will be utilised to provide for future unforeseen costs, and
 - 2.1.1.4 The remaining R32,292,660.00 will be utilised to subscribe for Ordinary Shares in GF Property SPV 1 (Pty) Ltd.
 - 2.1.2 Of the R32,292,660.00:
 - 2.1.2.1 R75,000.00 will be utilised to provide for statutory costs of GF Property SPV 1 (Pty) Ltd, and
 - 2.1.2.2 The remaining R32,217,660.00 will be utilised to acquire the Fibre Networks through GF Property SPV 1.

3. Background

- 3.1 GF Property SPV 1 will be investing in a portfolio of 23 fibre networks comprising 3,432 home passes geographically dispersed over 4 provinces in South Africa.
- 3.2 GF Property SPV 1 is constructed to align the consumer, the A Preference Share Holders in the REIT and the Manager to mutually beneficial outcomes:
 - The transaction only closing on an average minimum uptake of 25%,
 - A 2-5 year operations and maintenance ("O&M") agreement entered into with industry leader, Averige, with automatic annual renewal,
 - The O&M provider is expected to invest alongside Investors into the A Preference Shares,
 - Open Access Wholesale Agreements entered into between Fibre management Administrative Services and most of the leading internet service providers ("ISP"), including the key local ISPs, to ensure heightened competition to drive active uptake, and
 - GF Property SPV 1 being mandated to enter into a 5 year International Financial Reporting Standing ("IFRS") 16 compliant rental agreement with Fibre management Administrative Services.
- 3.3 There is no debt in the REIT or its underlying investment into GF Property SPV 1.
- 3.4 Distribution variability in the model is as a result of the lease income payments which is dependent on:
 - 3.4.1 The percentage of active end users on the fibre networks, and
 - 3.4.2 The distribution of the linespeed uptake from these active users.

4. Assumptions

4.1 Portfolio

The current portfolio of 23 fibre networks are the only sites in the GF Property SPV 1 portfolio. This portfolio's expected active uptake from end users is expected to grow from the initial 25% to a targeted 50% in 3 years.

The linespeed distribution is modelled to be aligned with that which is expected of a Middle- to High-LSM market.

4.2 Structure costs

The costs within the structure with regards to operational expenses, asset management fees as well as ongoing listing fees were based on the allowable contractual deductions.

5 Pro Forma Balance Sheet

Figures in South African Rand	As at Last Practical Date	Day of Listing	31 July 2022	31 July 2023
Assets				
Current Assets				
Cash & Cash Equivalents balance	1 000	358 250	269 650	283 133
Current Assets	1 000	358 250	269 650	283 133
Non-Current Assets				
Investment in Subsidiary	-	32 292 660	35 640 715	39 994 973
Capitalised Listing Costs		1 342 750	1 342 750	1 342 750
Non-Current Assets	-	33 635 410	36 983 465	41 337 723
Total assets	1 000	33 993 660	37 253 115	41 620 855
Equity and Liabilities				
Capital				
Ordinary Shares	1 000	1 000	1 000	1 000
Total Capital	1 000	1 000	1 000	1 000
Reserves				
Retained earnings balance	-	-	1 223 757	3 361 286
Total Reserves	-	-	1 223 757	3 361 286
Total Equity	1 000	1 000	1 224 757	3 362 286
Current Liabilities				
Accounts Payable Balance	-	-	-	-
Current Liabilities	-	-	-	-
Non-Current Liabilities				
Preference Shares	-	33 992 660	36 028 357	38 258 569
Non-Current Liabilities	-	33 992 660	36 028 357	38 258 569
Total liabilities	-	33 992 660	36 028 357	38 258 569
Total Equity and Liabilities	1 000	33 993 660	37 253 115	41 620 855
NAV	1 000	1 000	1 224 757	3 362 286
NTAV	1 000	1 000	1 224 757	3 362 286

6 Pro Forma Income Statement

Figures in South African Rand	31 July 2022 ¹	31 July 2023
Dividend Income Received ²	522 663	2 093 763
Fair Value Adjustment	3 348 055	4 354 258
Total Income	3 870 718	6 448 021
Operating Expenses ³	(177 200)	(273 553)
Fair Value Adjustment	(2 035 697)	(2 230 212)
Total Expenses	(2 212 897)	(2 503 764)
Operating Profit	1 657 820	3 944 256
Taxes	-	-
Net Profit	1 657 820	3 944 256
Preference Dividends ⁴	(390 657)	(1 626 055)
Ordinary Dividends ³	(43 406)	(180 673)
Retained Earnings	1 223 757	3 361 286
Number of Ordinary Shares	100 000 000	100 000 000
EPS	0.003907	0.016261
HEPS	0.003907	0.016261

Notes:

1. To note that Pro Forma to 31 July 2022 is for the 8months from listing to FY22 year end.
2. Income received as a lease payment from Fibre Management Administrative Services as per the assumptions in point 4 above. See percentage of distributions of total Investment Income (Rental Income) being greater than 75% for the 8 months to FY22 ~ 83% and the full financial year FY23 ~ 86%. All the property entities' forecast revenue for the forecast above will be Confirmed Rental Income as dictated by the rental agreement with Fibre Management Administrative Services.
3. Operating Expenses as per the allowable REIT Operational Expenses and the Upfront Listing Fees. These are subject to the expected 12 months working capital requirements which include: listing costs, statutory, accounting and other costs. The REIT is not required to pay any salaries and/or office rental costs. All bookkeeping and company secretarial is outsourced.
4. As per the Preference Share Terms: A Preference Share Holders will receive 90% of all available cash that is distributed up to REIT from GF Property SPV 1. ,This 90% is calculated based on post statutory costs, applicable taxes and other operational and listing expenses in REIT, The remaining 10% will be distributed to the Ordinary Shareholders.

ANNEXURE 5: PROPERTY ENTITY INVESTORS REPORT

Property Entity Investors Report



Reporting for: Gaia Fibonacci Fibre REIT 1 Limited

As at: 10 Dec 21

Managed by:
Gaia Fund Managers (Pty) Ltd FSP: 46028

The objectives, investment policy and strategy

The REIT aims to invest into high quality fibre network assets which ensure that maintenance, marketing and other operational costs are kept low to ensure an increase in value flowing through to the REIT's investors.

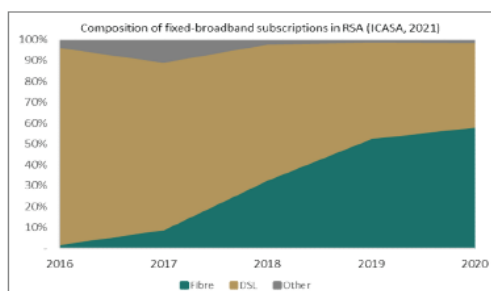
These investments need to adhere to the investment criteria as determined by the REIT's Investment Committee who ensures that investors are provided with investments that meet the expected returns.

The aim is to make it as attractive as possible for the Management Company to sell the fibre network assets as the backbone to Internet Service Providers. The REIT looks to a benchmark return of CPI +7% with a target of CPI +10%.

Market outlook

The REIT has access to a pipeline of projects in excess of R1 billion that, in principle meets the criteria as set out by the Investment Committee.

With fibre growing, South Africa still only provides fixed line internet to 1/10th of the country with fibre taking up an increasing share of total internet to the home.



Sustainable profits have shown that whilst Data prices have fallen by c.23% over the past two years, there has been an increase of 29% in the average price paid per broadband user. This increase has been driven by the modern data usage requiring faster and higher quality connectivity.

REIT A Preference Share Benchmark

CPI +7%

Historical performance of the Property Entity against the stated benchmark since listing or, in the case of a new Listing, if applicable, 3 (three) years historical performance against such benchmarks;

The REIT is newly incorporated for the purposes of the listing. No historical performance data available.

Details and experience of the Directors of the REIT

Matthys Michiel ("Mich") Nieuwoudt
Chairman (Gaia Fibonacci Fibre REIT 1 Ltd),
Pr. Eng, B. Eng (Electronic), MBA

Mich started his career in the petrochemical industry with Polfin and the defence industry with Thales, before joining PSG Investment Bank in 1999. In 2003, he joined Siemens Business Services, where he gained international experience across Europe, particularly in the renewable energy sector. Thereafter Mich moved the Square One Group where he was responsible for group operations. In 2008, he joined the SAGIT group where he worked on the Eden Island Project in the Seychelles and mining operations in West Africa before focusing on SAGIT's renewable energy developments. Mich has taken on many roles in Gaia since 2012 and currently serves as the Executive Chairman of Gaia.

Denzil Kennon
Director (Gaia Fibonacci Fibre REIT 1 Ltd)
PhD (Ind. Eng.), MSc Eng (Ind. Eng.), CFA Level I, BEng (Industrial Mechanical)

Denzil is a qualified Industrial Engineer with more than a decade spent in the asset management, venture capital, private equity and private debt industries. Denzil started his career as a business analyst at Allan Gray after which he redirected his focus to private equity in 2012. Here he focussed on the mining, telecommunication and agriculture sectors. In 2013, Denzil embarked on his PhD studies with a focus on how organisations can utilise a systems engineering approach to be more antifragile in an increasingly volatile world. Denzil continues to act as a Senior Lecturer – Extraordinary at Stellenbosch University where he lectures in enterprise engineering on an ad hoc basis. Denzil recently joined Gaia as Chief Operating Officer / Deal Principal where he looks to utilise his engineering and private debt skillset to execute transactions and ensure Gaia and its investments adhere to best in class operating practices.

Marthinus Cornelius Stephanus ("Emcee") Nell
Director (Gaia Fibonacci Fibre REIT 1 Ltd)
CA(SA), MCom (Tax)

Emcee qualified as a South African Chartered Accountant at the end of 2013. He completed his accounting articles at KPMG and was seconded for two months during 2014 to St. Louis in the United States of America for a renewable energy audit. After his return to South Africa he consulted to various companies as an Independent Investment Analyst. Emcee has always been an entrepreneur and started various companies during his studies at the University of Pretoria, he sold most of his shares in the companies he invested in during 2015. Emcee joined Fieldstone Private Capital Group in 2015 to gain more experience in the investment banking sector and during the beginning of 2017 he co-founded a venture capital company called Capitis Equities. He also completed his Master of Commerce in Taxation degree during 2017. During the Covid-19 lockdown in 2020 Emcee founded Fibonacci Managers which invests in Fibre Optic infrastructure and later the year he co-founded the Gaia Fibonacci Fibre Fund with Gaia Fund Managers.

Yvette Louise Labuschagne
Independent Director (Gaia Fibonacci Fibre REIT 1 Ltd)
BComm (Fin. Mgmt), BCom (Hons) (Inv. Mgmt), EMBA Candidate

Yvette holds a B.Com. (Hons) Investment Management degree from the University of Johannesburg and is currently an executive MBA candidate at MIP Politecnico di Milano Graduate School of Business. She has more than 15 years' experience in investment banking and has been a JSE Approved Executive since 2010, focusing primarily on structuring and the execution of transactions, as well as equity capital markets (ECM) transactions for listed companies. She has been involved in numerous local and international transactions including capital raisings, listings, disposals, takeovers, mergers and acquisitions. Yvette currently consults independently and has worked in the investment banking teams of various banks, most recently at Renaissance Capital and UBS South Africa.

Property Entity Investors Report



Reporting for: Gaia Fibonacci Fibre REIT 1 Limited

As at: 10 Dec 21

Managed by:
Gaia Fund Managers (Pty) Ltd FSP: 46028

Riaan van Heerden

Independent Director (Gaia Fibonacci Fibre REIT 1 Ltd)

BAcc (Hons), CA (SA), JSE Approved Executive

Riaan is a chartered accountant and JSE approved executive. Riaan completed his articles at PwC, servicing an array of clients locally and abroad. Riaan joined the corporate finance team at PSG Capital in 2007 and remained with PSG Capital for 15 years. Riaan was a member of the PSG Capital executive committee, a director and head of the valuations team until his departure in 2021. Riaan co-founded Valeo Capital in 2021 with David Tosi.

Riaan has extensive corporate finance experience. During his 15 year tenure at PSG Capital, Riaan advised on numerous listings, M&A transactions, disposal, scheme of arrangements, section 112 transactions, BEE ownership transactions, valuations, fairness opinions, and other corporate transactions in both the listed and unlisted space.

Details and experience of the Management Company

Name:	Gaia Fund Managers (Pty) Ltd
Registration Number:	2015/059447/07
Physical Address:	4th Floor, Sundare Building, 21 Dreyer Street, Claremont, 7708

Gaia Fund Managers was formed in Cape Town in 2012, and incorporated in 2015, for the purpose of facilitating the investment of long-term investor capital in sustainable infrastructure in Southern Africa.

Gaia Fund Managers is a registered financial services provider (license number 46028) and is considered a leading specialist secondary market infrastructure transaction team in South Africa. Gaia have concluded multiple fibre network infrastructure, 12 renewable energy and one toll road transaction to a value in excess of R3.6 billion for South African institutional investors.

Gaia Fund Managers is considered a leading specialist secondary market infrastructure transaction team in the Southern African region, having concluded:

- the first significant secondary market transaction in the South African renewable energy programme with Japan's Sumitomo Corporation as the seller,
- Delivering the first listed pure play infrastructure company on the Johannesburg Stock Exchange main board through Gaia Infrastructure Capital Ltd, and
- Listing of a renewable energy infrastructure focussed investment holding company, Gaia Renewables 1 Ltd, on the CTSE (previously the 4AX).

Name:	Fibonacci Managers (Pty) Ltd
Registration Number:	2020/444015/07
Physical Address:	20 Flaming Rock Crescent, Mooikloof, Pretoria, 0081

Fibonacci Managers co-founded Capitis Equities, a venture capital fund, which has now grown to R500million in just under 4 (four) years.

Fibonacci Managers boasts experience in the renewable energy project development, fibre network development and operations industries with a specialist focus on tax and value additive business administration functions.

To date, Gaia managed fibre network investments with Fibonacci Managers as Administrators have successfully closed on more than 14 fibre networks with a strong geographical presence in Gauteng and Western Cape.

Details of the Property Manager

Name:	Fibre Management Administrative Services (Pty) Ltd ("FMAS")
Registration Number:	2021/990713/07
Address:	12 Meson Close, Techno Park, Stellenbosch, 7600

FMAS is a proud all female team, FMAS have a strong history in providing back office services to large family offices, high net worth individuals, businesses and trusts.

Their wide range of services include financial and portfolio reporting, personal administrative services for individuals, trust and company administration, fiduciary services, regulatory compliance and philanthropy services.

Website creation, content writing, website management and an all-inclusive property management service complements their range of services.

FMAS have bolstered their operational experience through a partnership with Averde Technologies to improve on the marketing, portfolio reporting, and integration of ISP active management services.

Averde provides a diversified product offering ranging from Energy, DC Power to Fibre solutions.

The fibre optic division is an industry leader with an end-to-end solution. Averde has developed and supplied a comprehensive range of fibre solutions to blue chip customers, which includes Vodacom, Telkom, Vuma and MTN.

They provide key relationships with fibre network owners ensuring on point product deployment with the support to deliver successful national networks and successful ISP integration and reporting.

The Valuation Coverage: 100.00%

The Distribution Policy

Dividends will be paid bi-annually and in accordance with REIT requirements and Preference Share Terms

Property Entity Investors Report



Reporting for: Gaia Fibonacci Fibre REIT 1 Limited

As at: 10 Dec 21

Managed by:
Gaia Fund Managers (Pty) Ltd FSP: 46028

The REIT and its fibre network holdings

Geographic spread

Province	Connectable Points		Active Points	
	#	%	#	%
Eastern Cape	-	-	-	-
Free State	-	-	-	-
Gauteng	3 096	90.21%	-	-
KwaZulu-Natal	93	2.71%	-	-
Limpopo	-	-	-	-
Mpumalanga	-	-	-	-
North West	157	4.57%	-	-
Northern Cape	-	-	-	-
Western Cape	86	2.51%	-	-
	3 432	100.00%	-	-

Sector spread

Sector*	Number of Connectable Points	% of Total Connectable Points	Number of Active Points	% of Total Active Points	% Active Points of Connectable Points
Residential Points_SDUs	1 169	34.06%	354	41.16%	30.28%
Residential Points_MDU	2 263	65.94%	506	58.84%	22.36%
Business Points	-	-	-	-	-
	3 432	100.00%	860	100.00%	25.06%

Note:
SDU = Single Dwelling Units
MDU = Multi Dwelling Units

Tenant profile in classes together with the definition for each class:

A: large national tenants, large listed tenants, government and major franchisees;
B: national tenants, listed tenants, franchisees, medium to large professional firms; and
C: other.

The entire tenant profile is classified as "C"
comprising of Residential Active Points, which are leased on a month-to-month basis.

Summary lease profile by revenue, term, lettable area, sector and geographic spread;

Current portfolio of assets will be newly acquired with no data on revenue in GF Property SPV currently existing.

Escalation profile of leases

All lease packages are subject to annual escalation on the 1st of January with the Consumers Price Index (CPI) as published by Statistics South Africa from time to time or as determined to be best by the Manager.

Vacancy profile per sector;

	Residential Points	Business Points
Passive Points	2 572	-

It is highly unlikely that 100% of the Passive Points will be active at a given point in time in the future.

The Portfolio Yield

The targeted portfolio yield is CPI +10%.

The Distribution Yield

Distribution to preference share holders is based off a 90% cash distribution with 10% being distributed to the Ordinary share holders.

Properties identified for sale within 3 (three) years of the date of the applicable Property Entity Investors Report

Long-term investment focus. No current sales contemplated.

Property portfolio activity for the reporting period or in the case of a new Listing, 12 (twelve) months before the date of the Listings Particulars

Newly incorporated company, no historical data available.

Details of outstanding debt including details, sorted in appropriate categories of the outstanding term, rate, currency, and secured or unsecured.
No outstanding debt facilities.

COMPILATION

Compiled by:

Marthinus Nell
Date: 30 November 2021

Approved by:

HA Snyman (Nov 30, 2021 14:47 GMT+2)

Dr. Hendrik Snyman
Date: 30 November 2021

ANNEXURE 6: PROPERTY ENTITY SUMMARY INVESTORS REPORT

Property Entity Summary Investors Report



Reporting for: Gaia Fibonacci Fibre REIT 1 Limited

Managed by:
Gaia Fund Managers (Pty) Ltd FSP: 46028

The objective and summarised strategy.

The REIT aims to invest into high quality fibre network assets which ensure that maintenance, marketing and other operational costs are kept low to ensure an increase in value flowing through to the REIT's investors.

These investments need to adhere to the investment criteria as determined by the REIT's Investment Committee who ensures that investors are provided with investments that meet the expected returns.

The aim is to make it as attractive as possible for the Management Company to sell the fibre network assets as the backbone to Internet Service Providers. The REIT looks to a benchmark return of CPI +7% with a target of CPI +10%.

Details and experience of the Management Company

Name: Gaia Fund Managers (Pty) Ltd
Registration Number: 2015/059447/07
Physical Address: 4th Floor, Sunclare Building, 21 Dreyer Street, Claremont, 7708

Gaia Fund Managers was formed in Cape Town in 2012, and incorporated in 2015, for the purpose of facilitating the investment of long-term investor capital in sustainable infrastructure in Southern Africa.

Gaia Fund Managers is a registered financial services provider (license number 46028) and is considered a leading specialist secondary market infrastructure transaction team in South Africa. Gaia have concluded multiple fibre network infrastructure, 12 renewable energy and one toll road transaction to a value in excess of R3.6 billion for South African institutional investors.

Gaia Fund Managers is considered a leading specialist secondary market infrastructure transaction team in the Southern African region, having concluded:

- the first significant secondary market transaction in the South African renewable energy programme with Japan's Sumitomo Corporation as the seller,
- Delivering the first listed pure play infrastructure company on the Johannesburg Stock Exchange main board through Gaia Infrastructure Capital, and
- Listing of a CISA compliant renewable energy infrastructure focussed fund, Gaia Renewables 1 Ltd, on the CTSE (previously the 4AX).

Name: Fibonacci Managers (Pty) Ltd
Registration Number: 2020/444015/07
Physical Address: 20 Flaming Rock Crescent, Mooikloof, Pretoria, 0081

Fibonacci Managers co-founded Capitis Equities, a venture capital fund, which has now grown to R500million in just under 4 (four) years.

Fibonacci Managers boasts experience in the renewable energy project development, fibre network development and operations industries with a specialist focus on tax and value additive business administration functions.

To date, Gaia managed fibre network investments with Fibonacci Managers as Administrators have successfully closed on more than 14 fibre networks with a strong geographical presence in Gauteng and Western Cape.

Benchmark

CPI +7%

Total value of the property portfolio, and the % of value determined by a whether it has been determined by an Independent Registered Valuer;

Value of Gaia Fibonacci Fibre REIT's property portfolio:
as valued by Fibonacci Managers (Pty) Ltd. R32 292 660

Total value of any debt and average financing rate;

No outstanding debt facilities.

Gearing Ratio;

N/A

Portfolio Yield (on a 1, 3 5 and 10 year basis if applicable);

The targeted portfolio yield is CPI +10%.

Distribution Yield (on a 1, 3 5 and 10 year basis if applicable);

N/A

Top ten Properties as a % of total Properties;

Only one group of assets exist which is valued here as expected.

Property Entity Summary Investors Report



Reporting for: Gaia Fibonacci Fibre REIT 1 Limited

Managed by:
Gaia Fund Managers (Pty) Ltd FSP: 46028

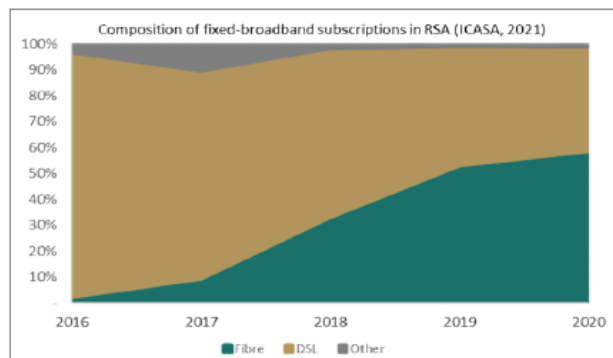
Property portfolio activity:

None other than as per the investment at listing as per the Listing Particulars of Gaia Fibonacci Fibre REIT 1 Ltd on the Cape Town Stock Exchange.

Market overview by (i) the Directors of the Property company or (ii) the Management Company:

The REIT has access to a pipeline of projects in excess of R1 billion that, in principle meets the criteria as set out by the Investment Committee.

With fibre growing, South Africa still only provides fixed line internet to 1/10th of the country with fibre taking up an increasing share of total internet to the home.



Sustainable profits have shown that whilst Data prices have fallen by c.23% over the past two years, there has been an increase of 29% in the average price paid per broadband user. This increase has been driven by the modern data usage requiring faster and higher quality connectivity.

COMPILATION

Compiled by:

Marthinus Nell
Date: 30 November 2021

Approved by:

HA Snyman (Dec 1, 2021 11:56 GMT+2)

Dr. Hendrik Snyman
Date: 30 November 2021

ANNEXURE 7: PROPERTY SPECIFIC REPORT

Property Specific Report	
Reporting for: Gaia Fibonacci Fibre REIT 1 Limited	Managed by: Gaia Fund Managers (Pty) Ltd FSP: 46028

Property Specific Report

Date of Property Report: 31 Dec 21

General Detail of Sites

Site Detail	Province	Acquisition Date	Acquisition Costs	Physical inspection date
66/67 on High	Gauteng	10 Dec-21		November 2021
Andrina	North West	10 Dec-21		November 2021
Ascot	Gauteng	10 Dec-21		November 2021
Bergtuin	Gauteng	10 Dec-21		November 2021
Brentwood	Gauteng	10 Dec-21		November 2021
Cane Ridge	KwaZulu Natal	10 Dec-21		November 2021
Cloverhill	Gauteng	10 Dec-21		November 2021
Cosmo Creek	Gauteng	10 Dec-21		November 2021
Country Side	North West	10 Dec-21		November 2021
Donegia	Gauteng	10 Dec-21		November 2021
Greencourt	Western Cape	10 Dec-21		November 2021
Grobiersrus	Gauteng	10 Dec-21		November 2021
Malibu Manor	Gauteng	10 Dec-21		November 2021
Mintos	North West	10 Dec-21		November 2021
Montego and Lagoon	KwaZulu Natal	10 Dec-21		November 2021
Oasis	Gauteng	10 Dec-21		November 2021
Osprey	Gauteng	10 Dec-21		November 2021
Oxford 51	Gauteng	10 Dec-21		November 2021
Schweizerkon	Gauteng	10 Dec-21		November 2021
Sophia Town	Gauteng	10 Dec-21		November 2021
Sunset Gardens	Gauteng	10 Dec-21		November 2021
Galleries	Gauteng	10 Dec-21		November 2021
Waverley	Gauteng	10 Dec-21		November 2021
Total:			32 292 660	

Sites were acquired on a portfolio basis.

Market Valuation, Classification and Rental Detail

Site Detail	Market Value	Date of Valuation	Valuation Methodology	Ind. Val. /Nind. Val.	Sector Classification	Number of Lettable Home Passes - SDUs	Number of Lettable Home Passes - MDUs	Targeted Uptake rate after 3 years?
66/67 on High					Residential	-	394	
Andrina					Residential	-	45	
Ascot					Residential	-	154	
Bergtuin					Residential	-	50	
Brentwood					Residential	-	176	
Cane Ridge					Residential	-	19	
Cloverhill					Residential	-	168	
Cosmo Creek					Residential	-	834	
Country Side					Residential	-	61	
Donegia					Residential	-	56	
Greencourt					Residential	-	86	
Grobiersrus					Residential	201	-	
Malibu Manor					Residential	100	-	
Mintos					Residential	51	-	
Montego and Lagoon					Residential	-	74	
Oasis					Residential	167	-	
Osprey					Residential	50	-	
Oxford 51					Residential	-	36	
Schweizerkon					Residential	-	24	
Sophia Town					Residential	524	-	
Sunset Gardens					Residential	76	-	
Galleries					Residential	-	56	
Waverley					Residential	-	30	
GF Property SPV 1 - Total (Note 1):	40 006 727	03 Dec-21	DCF	Non-Independent		1 169	2 263	50.00%

Note 1:

The portfolio of sites was valued on a discounted cash flow basis.

Vacancy Rate 74.94%

Of the 3,432 sites, 25.06% have active home passes. The vacancy rate is thus 74.94%.

Average Rental rate per active home pass R 463.87

Material information on the portfolio of sites

Assumptions

Portfolio is expected to reduce the vacancy rate from 74.94% as at listing to 50% in 3 years.

The Average Rental rate has been calculated based on the distribution of that which is expected of a Middle- to High LSM market.

Any restrictions and/or conditions

None, all applicable wayleaves and Grant of Rights have been procured.

Any statutory or regulatory contraventions

None.

Property Specific Report



Reporting for: Gaia Fibonacci Fibre REIT 1 Limited

Managed by:
Gaia Fund Managers (Pty) Ltd FSP: 46028

Use of sites

Sites are leased out to Fibre Management Administrative Services. Fibre Management Administrative Services then provides ISPs with access to provide data transmission services over these lines to ensure that end users have internet access at agreed to speeds.

Age of the sites

All sites are less than 1 year old.

Options over the Sites

There are no rights attached to the sites, a select few sites have a 10 year option on these sites. These options are at market related rates.

Source of information used for valuation purposes

Valuations are done according to the discounted cashflow method. No additional information is utilised in the valuation of these properties except for the introductory listing IRR.

Any qualifications in respect of the valuation

Future Cash Flows were determined applying an annual growth in uptake up to a maximum of 50% adjusted for CPI.

Marthinus Nell (Fibonacci Managers) is a Non-Independent Valuer.

COMPILATION

Compiled by:

A handwritten signature in black ink, appearing to read "Marthinus Nell".

Marthinus Nell

Date: 30 November 2021

Approved by:

A handwritten signature in black ink, appearing to read "Dr. Hendrik Snyman".

HA Snyman (Dec 1, 2021 11:55 GMT+2)

Dr. Hendrik Snyman

Date: 30 November 2021

ANNEXURE 8: FINANCIAL WAIVER TO BE SIGNED BY INVESTORS

As per the restrictions on the trade of the securities, as highlighted in Section 2.6, Qualifying Investors are required to agree to and sign the Financial Information Waiver.

Gaia Fibonacci Fibre REIT 1 Limited

[Address]

[Address]

For Attention: [●]

[Date]

Dear Sirs

GAIA FIBONACCI FIBRE REIT 1 LIMITED (the "Issuer"): INVESTOR CONSENT AND WAIVER

- 1 We refer to the listing of [●] class [A] non-cumulative, redeemable participating preference shares (the "**Preference Shares**") the share capital of the Issuer (the "**Listing**").
- 2 We record that, in terms of the listings requirement (the "**Listings Requirements**") of the Cape Town Stock Exchange, the licensed securities exchange operated by The Cape Town Stock Exchange Proprietary Limited (the "**CTSE**") it is a requirement that the Issuer publishes certain financial information (the "**Financial Information**") in respect of the Issuer, which financial information must be approved by the Issuer's reporting accountants in respect of the Listing.
- 3 We confirm that the Issuer has received a waiver and exemption from the CTSE dated 11 August 2021 (the "**Financial Information Waiver**") pursuant to which the Issuer is exempted from publishing the Financial Information as part of the listing particulars (the "**Listing Particulars**") issued in connection with the Listing, subject to compliance by the Issuer with certain conditions.
- 4 We, the undersigned, hereby –
 - 4.1 confirm that we are a qualifying investor, as contemplated in the Financial Information Waiver;
 - 4.2 confirm and agree that we have no objections regarding the Financial Information Waiver;
 - 4.3 confirm and agree that we are making an informed investment decision regarding our participation in the Listing based on our own due diligence and analysis and in line with our investment mandate and approval processes;
 - 4.4 confirm and agree that we will not hold the CTSE liable for any losses that may arise due to the Financial Information Waiver;
 - 4.5 acknowledge the potential limited liquidity in the Preference Shares by excluding retail investors until the reviewed interim results and audited annual financial information of the Issuer, for the 12 (twelve) months from the day of Listing (whichever comes first) (the "**Results**") have been published; and
 - 4.6 confirm that we have considered the Collective Investment Schemes Control Act, No 25 of 2002 (the "**CIS Act**") and Practise Note 90 of 2014 ("**PN90**") and that the investment in the Preference Shares complies under the CIS Act and PN90 as a qualifying investment.
- 5 The confirmations and acknowledgements in this letter are subject to the following –
 - 5.1 that the Issuer includes the applicable Financial Information in the Listing Particulars with only board of directors and internal issuer agent approval. The Financial Information needs to comply with the Listings Requirements and Companies Act, No 71 of 2008 and the Listing Particulars must state that such Financial Information has not been approved by a reporting accountant;
 - 5.2 that the Issuer makes available the financial model to us in a virtual data room, which shall be approved by the Issuer's auditor; and
 - 5.3 that the Issuer publishes the Results when same becomes due for publication.

-
- 6 For avoidance of doubt, the Results must be either reviewed (in respect of the interim results) or audited (in respect of the annual financial statements) and approved by the Issuer's auditor. The Results must also include detailed information regarding each project from a segmental reporting point of view.
- 7 The provisions of paragraph 4.4 constitute stipulations for the benefit of the CTSE, who may accept such benefit at any time in whatsoever manner.
- 8 This letter shall be governed and construed in accordance with the laws of South Africa.

Yours faithfully

[Name of Signatory]

For and on behalf of:

[Name of Qualifying Investor]

who warrants that s/he is duly authorised

ANNEXURE 9: LETTER FROM TAX EXPERT

See the Tax Practitioner Report which provides a tax opinion on Gaia Fibonacci Fibre REIT 1 and its tax adherence to the requirements of a REIT as per the Income Tax Act 58 of 1962 Section 25BB.

Grayston · Elliot

2nd Floor Ou Kollege Building
35 Kerk Street
Stellenbosch
7600

18 November 2021

Telephone (021) 888 4304

Denzil Kennon
GAIA Private Equity (Pty) Ltd

E-mail: denzil@gaia.group

Dear Denzil

GAIA FIBONACCI FIBRE REIT 1 LIMITED: PROPOSED LISTING ON THE CAPE TOWN STOCK EXCHANGE

- 1 We refer to the above matter.
- 2 We have been requested to provide an opinion on the proposed listing of Gaia Fibonacci Fibre REIT 1 Limited ("GFFR") in view of its intended listing as a REIT on the Cape Town Stock Exchange ("CTSE"), specifically whether it would comply with the requirements of section 25BB of the Income Tax Act 58 of 1962 ("the Act").
- 3 The purpose of this document is to provide the abridged opinion as requested. Note that the scope of this opinion is limited to the above, specially to provide confirmation as to whether or not GFFR, if listed on the CTSE as REIT, would adhere to the requirements of section 25BB of the Act and the related tax considerations.
- 4 All references to "section" are to sections of the Act and references to "paragraph" are to paragraphs of the Eighth Schedule to the Act, unless indicated otherwise.

Background

- 5 GFFR has been registered and incorporated as a limited-liability public company that will invest in one or more special purpose vehicles ("the property SPVs") which, in turn, will hold property interests (relating to fibre assets).
- 6 It is intended that the shares of GFFR be listed as shares in a REIT on the CTSE, being a licenced exchange as defined in section 1 of the Financial Markets Act 19 of 2012 ("Financial Markets Act"), as a vehicle for investors to earn rental income from such property interests (relating to the fibre assets).

REIT requirements

- 7 The term "REIT" is defined in section 1(1) as a company:
 - 7.1 that is a resident; and
 - 7.2 the equity shares of which are listed—
 - on an exchange (as defined in section 1 of the Financial Markets Act and licensed under section 9 of that Act); and

- as shares in a REIT as defined in the listing requirements of that exchange approved in consultation with the Director-General of the National Treasury ("DG") and published, after approval of the listing requirements by the DG, by the appropriate authority, as contemplated in section 1 of the Financial Markets Act, in terms of section 11 of that Act.

8 The requirements for a REIT are therefore that –

- 8.1 it must be a company as defined in section 1(1);
- 8.2 it must be a resident as defined in section 1(1);
- 8.3 its shares must be listed on an exchange; and
- 8.4 its shares must be listed as shares in a REIT as defined in the listing requirements.

9 In what follows below, we apply the above requirements to GFFR.

It must be a company as defined in section 1(1)

10 GFFR has been registered and incorporated as a limited-liability public company under registration number 2021/926046/09 and therefore qualifies as a 'company' as defined in section 1(1).

It must be a resident as defined in section 1(1)

11 GFFR has been registered and incorporated in South Africa. We further understand that the place of effective management of GFFR will be located in South Africa. It follows that GFFR would in our opinion qualify as a 'resident' as defined in section 1(1).

Its shares must be listed on an exchange

12 As mentioned above, it is intended that the shares of GFFR be listed on CTSE, being a licenced exchange as defined in section 1 of the Financial Markets Act. We are therefore of the opinion that this requirement will be met.

Its shares must be listed as shares in a REIT

13 We understand that, pursuant to compliance with all of the listing requirements of the CTSE in relation to REITs, the shares of GFFR will be listed as shares in a REIT. We are therefore of the opinion that this requirement will also be met.

Conclusion regarding section 25BB requirements

14 Based on the above, we are of the opinion that GFFR would meet the requirements of section 25BB once listed on the CTSE.

15 In addition, as we understand that GFFR would hold all of the ordinary shares in the property SPVs and also control such companies (i.e. the property SPVs would be subsidiaries of GFFR as defined for IFRS purposes), the property SPVs would be 'controlled companies' as envisaged in section 25BB.

Tax considerations relating to GFFR as an approved REIT

16 With effect from 1 April 2013 a unified system was created for taxing REITs.

- 17 The legislation has been drafted in line with international norms on the basis that the objective of a REIT is to provide investors with a steady rental stream whilst also providing capital growth that flows from the investment in the underlying property. This has the benefit of increasing investment into South Africa and results in the development of critical infrastructure which forms the backbone from which to grow the South African economy, resulting in South Africa becoming an increasingly attractive investment destination.
- 18 In order to qualify as a REIT, the entity must be a South African resident whose equity shares are listed on an exchange (as defined in section 1 of the Financial Markets Act and licensed under section 9 of that Act) and as shares in a REIT as defined in the listing requirements of that exchange.
- 19 Section 25BB(2)(a) provides for a 'qualifying distribution' to be made by a REIT or a controlled company for which the REIT or controlled company receives a deduction from its income for the year of assessment to which that qualifying distribution relate.¹ By being able to claim a deduction in respect of these qualifying distributions, the tax liability of a REIT is expected to be minimal.
- 20 The consequence of being able to claim a deduction in respect of qualifying distributions is that the dividends distributed by a REIT to resident shareholders will be subject to normal tax and will not be exempt. However, no additional dividends tax will be payable in respect of these distributions which are subject to income tax. With effect from 1 January 2014, dividends that are distributed by a REIT to foreign shareholders are subject to dividends withholdings tax.
- 21 Pursuant to being classified as a REIT for tax purposes, capital gains or losses that arise in respect of the disposal by a REIT or a controlled company of the following assets are to be ignored for capital gains tax purposes –
- immovable property of a company that is a REIT or a controlled company at the time of the disposal;
 - a share or a linked unit in a company that is a REIT at the time of that disposal; or
 - a share or a linked unit in a company that is a property company at the time of that disposal.
- 22 Proceeds from assets disposed of as part of a scheme of profit making or which were held as trading stock must still be included in the gross income of the REIT and, subject to available deductions, including the deduction of qualifying distributions, may be subject to tax in the hands of the REIT.
- 23 A REIT or controlled company cannot claim allowances in respect of immovable property in terms of sections 11(g), 13, 13bis, 13ter, 13quat, 13quin or 13sex of the Income Tax Act.
- 24 The aggregate amount of the deductions that can be claimed by a REIT in respect of a qualifying distribution may not exceed the taxable income for that year of assessment of that REIT or the relevant controlled company, before taking into account –

¹ If the company is a REIT or controlled company on the last day of that year of assessment.

- any deduction of an amount as envisaged in section 25BB of the Income Tax Act;
- any assessed loss brought forward in terms of section 20 of the Income Tax Act; and
- the amount of taxable capital gain included in taxable income in terms of section 26A of the Income Tax Act.

25 Both the acquisition and disposal of shares in a REIT are exempt from the payment of securities transfer tax.

Conclusion and findings

26 Based on the facts available to us and the discussion above, we are of the opinion that the requirements would be met for GFFR and the property SPVs to be taxed in accordance with the provisions of section 25BB.

27 Our findings are therefore that, subject to being listed as a REIT on the CTSE, GFFR and the underlying property SPVs would qualify for a tax deduction in respect of qualifying distributions under section 25BB of the Act.

General

28 The opinion in this report is based on the facts at our disposal as provided to us, which we have not independently verified.

29 In accepting the advice contained in this writing you consent to our terms of business the details of which is available on www.graystonelliot.co.za.

We trust the above is of assistance. Please do not hesitate to contact us should you have any questions in regard to the above.

Kind regards



Chemus Taljaard



Henry Isaacs

ANNEXURE 10: LETTER FROM MODEL AUDITORS

The following is a letter from the Model Auditors, Ernst & Young Advisory Services detailing the Scope of Work on the investment and financial models utilised to support and track the Company's investment decisions through the Property SPVs.



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Reliance Restricted

Gaia Fibonacci Fibre Fund, a subsidiary of Gaia Fund Managers
(Pty) Ltd
37 Vineyard Road
Claremont
Cape Town
7708

29 September 2021

Attention: Denzil Kennon

Review of the Project Clayville Financial Model

Scope of Work

In accordance with our engagement letter dated 14 July 2021 entered into between Ernst & Young Advisory Services (Pty) Ltd ("us" or "we" or "EY") and Gaia Fibonacci Fibre Fund, a subsidiary of Gaia Fund Managers (Pty) Ltd (referred to as the "Client" or "GFFF"), we planned and performed a limited scope review, using reasonable skill and care, in the context of your requirements, of the financial model. The scope and limitations to the scope of our work, including our terms of business, are set out in the Engagement Letter and this report should only be read in conjunction with the Engagement Letter.

The scope of the model review work performed included:

1. Confirming that the Model has been constructed appropriately, including, but not limited to, ensuring that all formulae and calculations are arithmetically accurate, and the results are reliable, accurate, complete, and consistent with the assumptions
2. Confirming that the model materially achieves its objectives of:
 - a) Ascertain whether the Model has been adequately constructed so that it provides an accurate view of the:
 - i) Financial Statements, i.e. cash-flow statement, profit and loss statement and balance sheet of the project company;
 - ii) Cashflows applicable to a Preference share investor in GFFF; and
 - b) Confirming that the Model has been constructed to allow it to meet its objectives as a financing and project evaluation model;
 - c) Confirming that the Model is capable of projecting a Cash Flow Cascade;
 - d) Perform a detailed "cell by cell" review of the logical integrity, internal consistency and, in all material respects, arithmetical accuracy, of the formulae, calculations and algorithms applied within the Model;
 - e) Review the consistency of the Model regarding the management fees, application of tax calculations and accuracy of cashflows due to Preference share investors in GFFF
 - f) Review the taxation treatments and assumptions applied within the Model, and comment as to whether they are, in all material respects, in accordance with our understanding of the relevant provisions of current South African corporation tax and legislation;
 - g) Review the accounting treatments and assumptions applied within the Model;
 - h) Confirming the accuracy of the key results in the base case scenario and in the sensitivities;

- i) Reviewing and opining on the Model's suitability for use post Financial Close in monitoring the Project and its ability to continue to operate accurately and consistently in performing its function when projections are replaced by actual experience;
- j) Confirm that the assumptions have been correctly incorporated in the Model.
- k) Produce preliminary and final reports (as further detailed below) that summarise the comments on the issues set out above. All parties must be kept up to date at all times.
- l) Assess inputs from the Model to ensure that they appear consistent with expectations based on the Model input and assumptions;
- m) Analyse and review Model to identify any unexplained inconsistent or unintuitive cash-flow trends (including revenues, costs, taxes, depreciation) or variations in key financial indicators (e. IRRs) based on the inputs and assumptions applied;
- n) Assess whether the Model's design facilitates the required sensitivities to be run;
- o) Verify and agree Model input and assumption variables to be changed to run the sensitivity;
- p) Review sensitivity runs and verify the Model robustness regarding calculation routines affected;
- q) Review whether results produced from changes in underlying assumptions are an accurate reflection of the inputs and of the impact of the changes made to the Model
- r) Review whether the Model locks up cash when distribution criteria are not met;
- s) Ascertain whether the logical integrity and internal consistency of the Base Case are preserved under the defined sensitivity scenarios; and
- t) Discuss and clarify issues in relation to the audit work on the Model and attend virtual meetings as required.

The Financial Models

The Project Company Financial Model as well as the Consolidation SPV Financial Model were developed by Finvest Blue (Pty) Ltd. Key outputs include, but are not limited to, projected monthly, semi-annual and annual Profit Loss Accounts, Balance Sheets, Cash Flow statements and certain banking ratios of the Client on the basis of assumptions and input data.

Our report is an independent review of the consistency of the Models in meeting its objective as operational financial models.

The Project Clayville Financial Model is composed of the file 20210728 Base Model with Actuals_v5_Clayville.xlms – 10.281MB. Extracts from the Financial Model are attached as appendix A, for identification purposes.

The consolidation SPV Financial Model is composed of the file 20210819 Consolidation_v1.xlms = 13.793MB. Extracts from the SPV Financial Model are attached as appendix B, for identification purposes.

Our work considered information made available to us 17 September 2021.

Objective of the Financial Model

The Operating and consolidated SPV Financial Models have been prepared for the purposes of issuing a model review report to Prospective Investors in Gaia Fibonacci Fibre Fund. The Client's requirements include, but are not limited to, ensuring that the projected cashflows available adequately account for operational overheads, major mechanical and electronical equipment lifecycle costs, shareholder required rates of return and the ability of forecasts to reasonably consider both historic actuals and assumptions.

Scope Exclusions

Please refer to the engagement letter for limitations to our scope of work.

Conclusion

Based upon the limited scope review we have performed on the Financial Models:

1. We can confirm that the Models have been constructed appropriately, including, but not limited to, ensuring that all formulae and calculations are arithmetically accurate, and the results are reliable, accurate, complete, and consistent with the assumptions; and
2. We can confirm that the models materially achieve its objectives as stated in point 2 of the Scope of Work.

We have not been required to express a view on the validity of the assumptions, commercial risks associated with the project or on the possibility of the financial projections being achieved, and our report therefore provides no comfort on these matters. Actual results are likely to be different from the forecasts since anticipated events frequently do not occur as expected and the variation may be material.

Distribution of report

The Report was prepared for the Client as per the agreed upon scope of work performed by EY and should not be used or relied upon for any other purpose. This report should not be quoted, referred to or shown to any other external parties and any reliance beyond the scope of work, for which purpose the Report was prepared, by any party, is at such party's own risk.

Our liability will be limited to a cumulative claim of twice the contract fee paid by the Client if legal action was to be instituted by the Client and/or the parties that have signed a duty of care.

If any subsidiary or group company of the addressees, or any other person or entity wishes to rely on this report, the Client will procure that such company will comply with the terms of the Engagement Letter, as if they were a party thereto. The Client may request us to release our Report to any funders as may be identified by any one of them provided that (a) we assume no responsibility or liability whatsoever to them in respect of the contents and (b) they will not show any part of this report to any other party without our prior written consent.

Yours faithfully



Hannes Boshoff
Partner - Ernst & Young Advisory

ANNEXURE 11: CURRICULA VITAE OF THE BOARD OF DIRECTORS OF THE COMPANY

In accordance with paragraph 6.1 of the Listing Particulars Document, set out in the annexure below are the summarised *curricula vitae* of the Board of Directors of the Company:

1. Matthys Michiel ("Mich") Nieuwoudt

Chairman (Gaia Fibonacci Fibre REIT 1 Ltd),

Pr.Eng, B.Eng (Electronic), MBA

Mich started his career in the petrochemical industry with Polifin and the defence industry with Thales, before joining PSG Investment Bank in 1999. In 2003, he joined Siemens Business Services, where he gained international experience across Europe, particularly in the renewable energy sector. Thereafter Mich moved the Square One Group where he was responsible for group operations. In 2008, he joined the SAGIT group where he worked on the Eden Island Project in the Seychelles and mining operations in West Africa before focusing on SAGIT's renewable energy developments. Mich has taken on many roles in Gaia since 2012 and currently serves as the Executive Chairman of Gaia.

2. Denzil Kennon

Director (Gaia Fibonacci Fibre REIT 1 Ltd)

PhD (Ind. Eng.), MSc Eng (Ind. Eng.), CFA Level I, BEng (Industrial Mechanical)

Denzil is a qualified Industrial Engineer with more than a decade spent in the asset management, venture capital, private equity and private debt industries. Denzil started his career as a business analyst at Allan Gray after which he redirected his focus to private equity in 2012. Here he focussed on the mining, telecommunication and agriculture sectors. In 2013, Denzil embarked on his PhD studies with a focus on how organisations can utilise a systems engineering approach to be more antifragile in an increasingly volatile world. Denzil continues to act as a Senior Lecturer – Extraordinary at Stellenbosch University where he lectures in enterprise engineering on an ad hoc basis. Denzil recently joined Gaia as Chief Operating Officer / Deal Principal where he looks to utilise his engineering and private debt skillset to execute transactions and ensure Gaia and its investments adhere to best in class operating practices.

3. Marthinus Cornelius Stephanus ('Emcee') Nell

Director (Gaia Fibonacci Fibre REIT 1 Ltd)

CA(SA), MCom (Tax)

Emcee qualified as a South African Chartered Accountant at the end of 2013. He completed his accounting articles at KPMG and was seconded for two months during 2014 to St. Louis in the United States of America for a renewable energy audit. After his return to South Africa he consulted to various companies as an Independent Investment Analyst. Emcee has always been an entrepreneur and started various companies during his studies at the University of Pretoria, he sold most of his shares in the companies he invested in during 2015. Emcee joined Fieldstone Private Capital Group in 2015 to gain more experience in the investment banking sector and during the beginning of 2017 he co-founded a venture capital company called Capitis Equities. He also completed his Master of Commerce in Taxation degree during 2017. During the Covid-19 lockdown in 2020 Emcee founded Fibonacci Managers which invests in Fibre Optic infrastructure and later the year he co-founded the Gaia Fibonacci Fibre Fund with Gaia Fund Managers.

4. Yvette Louise Labuschagne

Independent Director (Gaia Fibonacci Fibre REIT 1 Ltd)

BComm (Fin. Mgmt), BCom (Hons) (Inv. Mgmt), EMBA Candidate

Yvette holds a B.Com. (Hons) Investment Management degree from the University of Johannesburg and is currently an executive MBA candidate at MIP Politecnico di Milano Graduate School of Business. She has more than 15 years' experience in investment banking and has been a JSE Approved Executive since 2010, focusing primarily on structuring and the execution of transactions, as well as equity capital markets (ECM) transactions for listed companies. She has been involved in numerous local and international transactions including capital raisings, listings, disposals, takeovers, mergers and acquisitions. Yvette currently consults independently and has worked in the investment banking teams of various banks, most recently at Renaissance Capital and UBS South Africa.

5. Riaan van Heerden

Independent Director (Gaia Fibonacci Fibre REIT 1 Ltd)

BAcc (Hons), CA (SA), JSE Approved Executive

Riaan is a chartered accountant and JSE approved executive. Riaan completed his articles at PwC, servicing an array of clients locally and abroad. Riaan joined the corporate finance team at PSG Capital in 2007 and remained with PSG Capital for 15 years. Riaan was a member of the PSG Capital executive committee, a director and head of the valuations team until his departure in 2021. Riaan co-founded Valeo Capital in 2021 with David Tosi.

Riaan has extensive corporate finance experience. During his 15 year tenure at PSG Capital, Riaan advised on numerous listings, M&A transactions, disposal, scheme of arrangements, section 112 transactions, BEE ownership transactions, valuations, fairness opinions, and other corporate transactions in both the listed and unlisted space.