



**GAIA RENEWABLES 1 LIMITED**

(formerly Gaia Fund 1 Limited)  
(Incorporated in the Republic of South Africa)  
(Registration number 2020/113877/06)

(the “**Company**” or “**Gaia Renewables 1**”)

Gaia Renewables 1 Ordinary Shares  
(CTSE Share Code: 4GR1O, ISIN ZAE400000093)

(“**Ordinary Shares**”)

Gaia Renewables 1 Class A Preference Shares  
(CTSE Share Code: 4GR1A, ISIN ZAE400000101)

(“**A Preference Shares**”)

Gaia Renewables 1 Class B Preference Shares  
(CTSE Share Code: 4GR1B, ISIN ZAE400000234)

(“**B Preference Shares**”)

**PLACEMENT OF B PREFERENCE SHARES OF GAIA RENEWABLES 1 ON THE CAPE TOWN  
EXCHANGE, SECONDARY LISTING OF THE B PREFERENCE SHARES ON THE  
BOTSWANA STOCK EXCHANGE AND NAIROBI STOCK EXCHANGE**

**LISTING PARTICULARS DOCUMENT**

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***The definitions and interpretations commencing on page 12 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 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 placement of its B Preference Shares on the securities exchange operated by CTSE, with B Preference Shares trading under the long name “GR1 B Pref Shares”, abbreviated name “GR1 B Prefs”, CTSE Share code 4GR1B and ISIN ZAE400000234 on the CTSE Impact Board.

The Company has applied to the Botswana Stock Exchange and the Nairobi Stock Exchange for admission of the B Preference Shares on the respective exchange as a secondary listing, which approval is in process.

Such approval should not be considered as an endorsement of the Company that is the subject of this Listing Particulars.

The Company’s Ordinary Shares and A Preference Shares have been listed on the CTSE since 4 October 2021.

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	Thursday, 23 May 2024
Listing Particulars Document distributed to Shareholders and made available for download	Thursday, 23 May 2024
Listing of the Company's B Preference Shares on CTSE and the commencement of trade	Friday, 31 May 2024

**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	1,000,000	1,000,000
B Preference Shares	20,000,000	540
Unspecified Shares	3,000,000	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 resulting in the 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 affected by 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 Thursday, 23 May 2024.

**Service Providers**



**DATE OF ISSUE:** Thursday, 23 May 2024

This Listing Particulars Document is available in English only and may be obtained from Thursday, 23 May 2024, until Friday, 7 June 2024 (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](http://www.gaia.group)).

# CORPORATE INFORMATION AND PROFESSIONAL SERVICE PROVIDERS

## BOARD OF DIRECTORS

Retha Meyer\* (Chairperson)  
Louis Kotze\*  
Anton-Louis Olivier\*  
Matthys Michiel ("Mich") Nieuwoudt  
Hendrik Andries Snyman  
Renier Cilliers de Wit  
*\*Independent*

## COMPANY SECRETARY

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

8 Helderberg Street,  
Stellenbosch,  
South Africa  
7600

Email: marguerite@sfo.co.za  
Tel: +27 (0) 21 883 267 9486

(Po Box 12700, Stellenbosch, 7613)

## REGISTERED OFFICE

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

Email: info@gaia.group  
Tel: +27 (0) 64 794 2180

## INCORPORATION DETAILS

Date of Incorporation  
25 February 2020

Place of Incorporation  
Cape Town

Tax residency of the Company  
South Africa

## 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

## ACCOUNTANT

The Office Review Services Proprietary Limited  
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)

## LEGAL ADVISORS

RH Legal Consulting Proprietary Limited t/a RH Legal  
Registration No.: 2020/437479/07  
10 Stepping Stones,  
Eversdal,  
7550

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

## REPORTING ACCOUNTANT & AUDITOR

PKF Constantia Valley Cape Town Incorporated  
Registration no: 2003/003246/21

Tygerforum A, 2<sup>nd</sup> Floor,  
53 Wille van Schoor Road,  
Tygervally  
Cape Town,  
7530

Email: pieter-louw.vanderahee@pkf.co.za  
Tel: +27 (0) 21 914 8880

(Postnet Suite 505, Private Bag X1, Melrose Arch, 2076)

## CTSE ISSUER AGENT

Gaia Fund Managers Proprietary Limited represented by:  
Registration No: 2015/059447/07

Hendrik Snyman  
Kilian Schabort  
12 Meson Close,  
Technopark,  
Stellenbosch,  
South Africa,  
7600

Email: info@gaia.group  
Tel: +27 (0) 64 794 2180

**SOUTH AFRICAN RESERVED BANK AUTHORISED DEALER**

**The Standard Bank of South Africa Limited**  
(Registration number: 1962/000738/06)  
3rd Floor, 30 Baker Street  
Rosebank, 2196  
(PO Box 61344, Marshalltown, 2017)

**BSE NOMINATED ADVISOR**

**Imara Capital Securities Proprietary Limited**

(Registration number 99/856)  
Office 3A, 3rd Floor,  
Masa Centre,  
CBD Gaborone,  
Botswana,  
(Private Bag 173, Gaborone, Botswana)  
Email: gregory.matsake@imara.com  
Tel: +267 318 8886

**TRANSFER SECRETARIES**

CTSE Registry Services Proprietary Limited  
Registration No: 2016/396777/07

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

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

**NSE SPONSORING STOCKBROKER**

**Standard Investment Bank**

(Registration number C.63229)  
16th Floor, JKUAT Towers,  
Kenyatta Avenue,  
Nairobi,  
Kenya,  
(P.O. Box 13714-00800, Nairobi, Kenya)  
Email: advisory@sib.co.ke  
Tel: +254 20 2277000



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## IMPORTANT LEGAL STATEMENTS

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### 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.
9. The Company will look to provide investors with relevant information and given the nature of the Company's transaction cycle with the continuous listing of preference shares, trading statements will be released on the following basis:
  - a. Trading statements will be released when the results to be published are expected to differ by more than 20% from the relevant pro-forma financial information and profit forecasts.
  - b. Trading statements will be released,
    - i. in the case of Interim results, between the Interim period end and the publication of the interim financial results; and,
    - ii. in the case of year-end results, and between the year-end date and the publication of the annual financial statements.
  - c. Where a trading statement is required to be published, the trading statement will indicate the expected results within a 20% range, in order to allow for any adjustments reasonably expected to be made prior to the published financial results.

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# ACTIONS REQUIRED BY SHAREHOLDERS

The definitions and interpretations commencing on page 12 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 Thursday, 23 May 2024 relating to the admission of the Company's B Preference Shares to the Official List of issuers of CTSE. As a result, B Preference Shares in the Company may forthwith trade on CTSE. The B Preference Shares will further list on the BSE and NSE as respectively a secondary listing in June 2024, subject to the relevant approvals obtained.
2. The listing of the B Preference Shares will increase the ability for prospective Shareholders to trade in the Company's B Preference Shares.

## Background to Cape Town Stock Exchange

3. CTSE is a fully-fledged licensed stock exchange in South Africa which introduces a unique trading platform structure into the South African market utilising a pre-validation-and-funding model through the CTSE Registry (a State-approved transfer secretary and wholly owned subsidiary of CTSE).
4. CTSE was founded in 2015 in response to South Africa's transitioning capital markets and was granted an exchange license (to list both equity and debt) in August 2016.
5. On 1 March 2017, CTSE formally commenced operations and currently has 20 equity listing and 43 debt listings in various market sectors in South Africa.
6. The CTSE license conditions include the ability to list debt instruments. In support hereof, CTSE has proposed amendments to the CTSE Debt Listing Requirements to include enhanced provisions for the debt market sustainability segment. Furthermore, CTSE also offers unlisted debt services through CTSE Capital Solutions Proprietary Limited, of which CTSE owns 49%.
7. CTSE Registry provides transfer secretarial and registry services assisting CTSE and JSE issuers with fulfilling of their governance requirements and disclosures (in addition to CTSE listed Issuers, CTSE Registry has 8 (eight) JSE listed issuers. These services also include e-voting, proxy solicitation and virtual annual general meetings.
8. CTSE offers open market access, secondary listings and trading ability on A2X.

## CTSE Registry: Administrative Process and Benefits

9. Shareholders will be able to register on the CTSE Registry portal. Each Shareholder is automatically assigned an account with CTSE Registry as part of the listing process ("CTSE Registry Account").
10. A CTSE Registry Account is free of charge and enables Shareholders to view (but not trade) their Share portfolios – any trading in Shares on the CTSE platform must be via a share trading account with a Broker – see "How to trade Gaia Renewables 1Shares on CTSE" below.
11. Shareholders are encouraged to register on the CTSE Registry portal in order for them to receive the following benefits, namely the ability to:
  - 11.1 view all their CTSE listed investments;
  - 11.2 view transaction history;
  - 11.3 manage their contact details;
  - 11.4 view all communication sent to them by the CTSE Registry;
  - 11.5 manage their linked accounts;
  - 11.6 generate reporting including their investment statements and annual tax certificates; and
  - 11.7 vote on resolutions and participate in corporate actions.
12. How to get started with a CTSE Registry Account:
  - 12.1 Access the portal by following the link set out in 12.2 below and use your Identification Number/Registration Number to complete the registration process. Shareholders who require assistance with this process can contact CTSE Registry (see below).
  - 12.2 After receiving email confirmation of activation, a Shareholder will be able to log in to the portal via the following link: <https://www.ctexchange.co.za/registry>.
  - 12.3 Contact the CTSE Registry: Contact Number: 011 100 8352 Email: [admin@CTSEregistry.co.za](mailto:admin@CTSEregistry.co.za) Website: <https://www.ctexchange.co.za/registry>.

### How to trade Gaia Renewables 1 shares on CTSE

13. It is important to note that while the Company's B Preference Shares will be listed on CTSE with effect from 09h00 on the Listing Date, trading in Gaia Renewables 1 B Preference Shares will only be available on CTSE through a CTSE- approved Broker.
14. Shareholders wishing to trade their Shares on Listing Date and thereafter, will have to open a share trading account with a Broker (which is an authorised user of CTSE), to ensure that their Shares are in Dematerialised form only. Accordingly, all Shareholders must appoint a CSDP or Broker directly, to receive and hold the Dematerialised Shares on their behalf.
15. For a Shareholder to trade their Shares on or post the Listing Date, a Shareholder will be required to open a trading account with a registered CTSE Broker. Shareholders can view a list of registered CTSE Brokers via the following link: <https://www.ctexchange.co.za/trade>.
16. For the avoidance of doubt, where a Shareholder does not have a trading account or CSDP account, the Shares held by such Shareholder will be held by CTSE Registry in certificated form until such time as the Shareholder provides CSDP or Broker details. Please note Shareholders under the CTSE Registry who are certificated and have not opened trading accounts, will not be permitted to trade on CTSE.

### How to trade Gaia Renewables 1 shares on BSE

17. It is important to note that while the B Preference Shares will be listed on BSE with effect from 09h00 on the listing date as announced on the respective CTSE and BSE's X news services, trading in Gaia Renewables 1 B Preference Shares will only be available on the BSE through a BSE- approved Broker.
18. Shareholders wishing to trade their Shares on listing date as announced and thereafter, will have to open a share trading account with a broker and a CSD account with the CSDB (Central Securities Depository Company of Botswana), to ensure that their Shares are in dematerialised form only.
19. A trading account is facilitated by the Central Depository and Settlement Corporation (CDSC), a body that facilitates the holding and transferring of shares traded at the BSE. The list of authorized trading participants can be accessed on the [BSE website](#). The BSE follows a T+3 settlement period (transaction date plus 3 days). This is the time it takes for the traded shares to be transferred to the CSD account and for payment to be finalised.

### How to trade Gaia Renewables 1 shares on NSE

20. It is important to note that while the B Preference Shares will be listed on NSE with effect from 09h00 on the listing date as announced on the respective CTSE and NSE news services, trading in Gaia Renewables 1 B Preference Shares will only be available on the NSE through an NSE- approved Broker.
21. Shareholders wishing to trade their Shares on listing date as announced and thereafter, will have to open a share trading account with a Broker or Investment Bank (which is an authorised trading participant of NSE), to ensure that their Shares are in dematerialised form only.
22. A trading account is facilitated by the Central Depository and Settlement Corporation (CDSC), a body that facilitates the holding and transferring of shares traded at the NSE. The list of authorized trading participants can be accessed on the [NSE website](#). The NSE follows a T+3 settlement period (transaction date plus 3 days). This is the time it takes for the traded shares to be transferred to the CSD account and for payment to be finalised.

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## SALIENT DATES AND TIMES APPLICABLE TO THE LISTING

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The definitions and interpretations commencing on page 12 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	Thursday, 23 May 2024
Listing Particulars Document distributed to Shareholders and made available for download	Thursday, 23 May 2024
Listing of the Company's B Preference Shares on CTSE and the commencement of trade	Friday, 31 May 2024

**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:

<b>"2X Challenge"</b>	means the 2X Challenge launched at the G7 Summit 2018 as a bold commitment to inspire development finance institutions, international finance institutions and the broader private sector to invest in the world's women;
<b>"2X Criteria"</b>	means the criteria set by the 2X Challenge, where fulfilling one criteria makes an investment 2X eligible. The 2X Criteria includes specific minimum compliance in at least one area being 1) entrepreneurship, 2) leadership, 3) employment, 4) consumption, or 5) investments through financial intermediaries;
<b>"Accountant"</b>	means The Office Review Services Proprietary Limited (registration number 2013/137139/07), a limited-liability private company duly registered and incorporated in accordance with the company laws of South Africa, being the accountants of the Company;
<b>"Additional PAIs"</b>	means the SFDR PAIs selected by Gaia Renewables 1 being 1) Non-recycled waste ratio (E13), and 2) Rate of accidents (S2);
<b>"Advisory Committee"</b>	means the advisory committee the committee as represented by the largest investors into GACF as described in the GACF Offering Document;
<b>"AIFM" or "Alternative Investment Fund Manager"</b>	means Sanne LIS S.A, the alternative fund manager of GACF appointed by GACF. The AIFM will carry out the portfolio and risk management of GACF and has delegated the portfolio management to Gaia Fund Managers in accordance with the applicable laws and regulations. The AIFM is also appointed for the independent valuation of the GACF's assets;
<b>"A Pref Asset Management Agreement" or "A Pref AMA"</b>	means the contract concluded between Gaia Fund Managers, the Company and TCWF Investment SPV, under which Gaia Fund Managers undertakes to manage the Company as well as TCWF Investment SPV;
<b>"A Preference Shares"</b>	means the Class A Preference Shares, each of no-par value, in the Authorised and Issued Share Capital of the Company;
<b>"A Preference Share Subscription Agreement"</b>	means each written preference share subscription agreement entered into or to be entered into between the relevant subscriber, the A Preference Share agent and Gaia Renewables 1 pursuant to which, amongst other things, those Subscribers will subscribe for A Preference Shares;
<b>"A Preference Shareholders" or "Holders"</b>	means registered beneficial holders of the A Preference Shares;
<b>"Article 9"</b>	means a Financial Product with a sustainable investment objective making SFDR classified Sustainable Investments;
<b>"Asset Management Agreement"</b>	means both the A Pref Asset Management Agreement and the B Pref Asset Management Agreement;
<b>"Authorised Share Capital"</b>	means the maximum amount of capital that the Company may raise through the issue of Shares to Shareholders;
<b>"Botswana"</b>	means the Republic of Botswana;
<b>"B Preference Shares"</b>	means the Class B Preference Shares, each of no-par value, in the Authorised Share Capital and Issued Share Capital of the Company;
<b>"B Preference Share Commitment Agreement"</b>	means each written preference share subscription agreement entered into or to be entered into between the relevant Subscriber, the B Preference Share agent and Gaia Renewables 1 pursuant to which, amongst other things, those Subscribers will subscribe for B Preference Shares;
<b>"B Preference Shareholders" or "Holders"</b>	means registered beneficial holders of the B Preference Shares;
<b>"B Pref Asset Management Agreement" or "B Pref AMA"</b>	means the contract concluded between Gaia Fund Managers, the Company and Investment SPV, under which Gaia Fund Managers undertakes to manage the Company as well as Investment SPV. This includes the responsibilities by Gaia Fund Managers to act as Market Maker;
<b>"Beneficial Interest"</b>	means in relation to: <p>(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;</p> <p>(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</p>



(c) in respect of the interests described in (a) and (b) above, means the *de facto* right or entitlement to dispose or cause the disposal of the Company's securities, or any part of a Distribution in respect of the Securities;

<b>"Board" or "Board of Directors"</b>	means the board of directors of the Company, as constituted from time to time;
<b>"Broker"</b>	means authorised stockbroker as defined in Section 15 of the CTSE Exchange Rules;
<b>"BSE"</b>	means the Botswana Stock Exchange, as established by the Botswana Stock Exchange Act Cap 56:08;
<b>"Business Day"</b>	means any day other than a Saturday, Sunday, or official public holiday in South Africa and on which day CTSE is open for trading;
<b>"BWP"</b>	means Botswana Pula, the official currency of Botswana;
<b>"Certificated Shareholders"</b>	means Shareholders who hold Certificated Shares;
<b>"Certificated Shares"</b>	means Shares that have not been Dematerialised, title to which is evidenced by a Share certificate or other Document of Title;
<b>"Cession and Pledge Agreement"</b>	means the written cession and pledge agreement entered into between the Custodian (as agent for the Holders) and the Company pursuant to which, amongst other things, the Company, as continuing covering security for the performance by the Company of its obligations to the Holders in terms of the B Preference Share Terms and the B Preference Shares, will pledge and cede in security to and in favour of the Holders (represented by the Custodian) all of the shares which it holds in the Investment SPV;
<b>"CIPC"</b>	means the Companies and Intellectual Property Commission established pursuant to section 185 of the Companies Act;
<b>"CIS"</b>	means a " <i>collective investment scheme</i> " as defined in CISCA;
<b>"CISCA"</b>	means the Collective Investment Schemes Control Act, No. 45 of 2002, as amended from time to time;
<b>"Climate Infrastructure"</b>	means infrastructure which promotes access to clean energy, water and sanitation;
<b>"Companies Act"</b>	means the Companies Act, No. 71 of 2008, as amended from time to time;
<b>"Companies Regulations"</b>	means the Companies Regulations 2011, promulgated pursuant to the Companies Act, as amended from time to time;
<b>"Company", "Issuer", or "Gaia Renewables 1"</b>	means Gaia Renewables 1 Limited (formerly Gaia Fund 1 Limited) (registration number 2020/113877/06) a limited liability public company duly registered and incorporated in accordance with the company laws of South Africa;
<b>"Company Secretary"</b>	means The Office in Stellenbosch Proprietary Limited (registration number 2011/126340/07), a limited liability private company duly registered and incorporated in accordance with the company laws of South Africa, being the Company Secretary of the Company;
<b>"Constitution" or "Memorandum of Incorporation" or "MOI"</b>	means the memorandum of incorporation of the Company or any equivalent constitutive documents, as amended from time to time;
<b>"Contracts of Significance"</b>	means a contract involving aggregate cash flows in amount or value equal to 10% or more of the aggregate of the Group's Company's Share capital and reserves;
<b>"Controlling Shareholder"</b>	means a " <i>controlling shareholder</i> " as contemplated in terms of the CTSE Listing Requirements;
<b>"CSDP"</b>	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;
<b>"CTSE" or "Cape Town Exchange"</b>	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;
<b>"CTSE Exchange Rules"</b>	means the exchange rules of CTSE, as amended from time to time;
<b>"CTSE Listing Requirements" or "CTSELR"</b>	means the listings requirements of CTSE, as amended from time to time;
<b>"CTSE News Service"</b>	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;
<b>"CTSE Registry"</b>	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;
<b>"Custodian"</b>	means Gaia Fund 1 Custodian Co (RF) Proprietary Limited (registration number 2020/758442/07), a private company duly registered and incorporated in accordance with the company laws of South Africa;
<b>"Day"</b>	means a calendar day (i.e. any day of the week);

<b>“Dematerialise” or “Dematerialisation”</b>	means the process by which Shares represented by a certificate are converted into an electronic format as Dematerialised Shares and recorded in the Company’s uncertificated Share Register administered by a CSDP;
<b>“Dematerialised Shareholders”</b>	means Shareholders who hold Dematerialised Shares;
<b>“Dematerialised Shares”</b>	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;
<b>“Directors”</b>	means a member of the Board, 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;
<b>“Distribution”</b>	means a “distribution” as contemplated in terms of the Companies Act;
<b>“DNSH”</b>	means do no specific harm;
<b>“Documents of Title”</b>	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;
<b>“EPS”</b>	means earnings per share;
<b>“ESG”</b>	means environmental, social, and governance;
<b>“ESG Risk”</b>	means an ESG event or condition that, if it occurs, could cause a negative material impact on the value of the investment;
<b>“ESMS”</b>	means an environmental and social management system which is a set of policies, procedures, tools, and internal capacity to identify and manage a financial institution’s exposure to the environmental and social risks of its clients/investees;
<b>“EU Taxonomy”</b>	means EU 2020/852 Taxonomy Regulation, a unified classification system designed to identify economic activities that can genuinely be classified as environmentally sustainable on a measurable and empirical basis for the purposes of establishing the degree to which the investment is environmentally sustainable and avoid greenwashing;
<b>“EU Taxonomy Compass”</b>	means the EU Taxonomy Compass, which provides a visual representation of the contents of the EU Taxonomy, starting with the Delegated Act on the climate objectives (climate change mitigation (Annex I) and climate change adaptation (Annex II)), as published in the Official Journal on 9 December 2021;
<b>“EU Taxonomy Sustainable Investment”</b>	means an investment that 1) contributes substantially to one or more of the six environmental taxonomy objectives as defined, 2) does not significantly harm any of the other environmental objectives, 3) is carried out in compliance with the minimum safeguards as defined, and 4) complies with Technical Screening Criteria as defined;
<b>“EU Taxonomy Sustainable Objectives”</b>	includes 1) climate change mitigation, 2) climate adaption, 3) sustainable use and protection of water and marine resources, 4) transition to a circular economy, 5) pollution prevention and control, and 6) protection and restoration of biodiversity and ecosystems;
<b>“Exchange Control Regulations”</b>	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 from time to time;
<b>“Financial Information Waiver”</b>	means the waiver, as provided for in Annexure [6] to be signed by Investors prior to their investment into a B Preference Share.
<b>“Financial Markets Act”</b>	means the Financial Markets Act, No 19 of 2012, as amended from time to time;
<b>“Formal Notice”</b>	means the formal notice announced by the Company on the CTSE News Service, dated Thursday, 23 May 2024, in terms of which the Company advised of its intention to List on the securities exchange operated by CTSE;
<b>“Financial Products”</b>	means under SFDR, financial products categorised under the scope of Article 6, 8, or 9;
<b>“FMPs”</b>	means a Financial Market Participant;
<b>“Gaia Africa Climate Fund” or “GACF”</b>	means Gaia Africa Climate Fund S.A., SICAV-RAIF incorporated on or about 31 May 2024 under the laws of Luxembourg as an investment company with variable share capital, a reserved alternative investment fund which will qualify as an alternative investment fund.
<b>“Gaia Africa Climate Fund Offering Document” or “GACF Offering Document”</b>	means Gaia Africa Climate Fund’s offering document which contains information about GACF which a prospective shareholder should consider before investing in GACF.
<b>“Gaia Exclusion List”</b>	means the list of projects which Gaia Fund Managers do not invest into as described in the Company’s ESMS;
<b>“Gaia Fund Managers” or “Manager”</b>	means Gaia Fund Managers Proprietary Limited (registration number 2015/059447/07), a private company duly registered and incorporated in accordance with the company laws of South Africa, the internal Issuer Agent holding 100% of the Ordinary Shares;
<b>“Gaia Renewables 1 Taxonomy Objectives”</b>	means the Gaia Renewables 1 objectives of climate mitigation and adaptation, which the financial product contributes to, taking into consideration the Taxonomy DNSH Guidelines;

<b>“GHG”</b>	means green house gases;
<b>“Group”</b>	means Gaia Fund Managers, the Company, and its subsidiaries;
<b>“Ghana”</b>	means the Republic of Ghana;
<b>“GSE”</b>	means the Ghana Stock Exchange, as established by the Ghana Stock Exchange Act of 1971 (Act 384);
<b>“HEPS”</b>	means headline earnings per Share;
<b>“Holder” or “Holders”</b>	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);
<b>“Holding Company”</b>	means a “ <i>holding company</i> ” as contemplated in terms of the Companies Act;
<b>“IFRS”</b>	means the International Financial Reporting Standards as formulated by the International Accounting Standards Board from time to time;
<b>“Income Tax Act”</b>	means the Income Tax Act, No. 58 of 1962, as amended from time to time;
<b>“International Standards on Auditing” or “ISA”</b>	means the International Standards on Auditing as issued by the International Federation of Accountants through the International Auditing and Assurance Standards Board;
<b>“Investment Committee”</b>	means GACF’s investment committee as appointed by the Manager;
<b>“Investment SPV”</b>	means Gaia Treasury Proprietary Limited (registration number 2024/155957/07), to be renamed GACF Investment SPV RF Proprietary Limited, a private company duly registered and incorporated in accordance with the company laws of South Africa, and a wholly owned subsidiary of Gaia Renewables 1;
<b>“IRBA”</b>	means the Independent Regulatory Board for Auditors established under section 3 of the Auditing Profession Act, No. 26 of 2005;
<b>“IRIS+”</b>	means the generally accepted impact accounting system that leading impact investors use to measure, manage, and optimise their impact.
<b>“Issued Share Capital”</b>	means the issued Share capital of the Company as at the Listing Date, each of no-par value;
<b>“Issuer Agent”</b>	means Issuer Agent as defined by the CTSE Listing Requirements of the Company;
<b>“Issuer Regulation Committee”</b>	means the committee responsible for listing matters, established by the CTSE Board, with the responsibility of ensuring compliance with the CTSE Listing Requirements and taking the appropriate actions as may be necessary to manage non-compliance with the CTSE Listing Requirements by Listed companies, and any risks arising as a result of non-compliance;
<b>“Issuer Regulation Division”</b>	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;
<b>“JSE”</b>	means JSE Limited (registration number 2005/022939/06), a public 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;
<b>“Kenya”</b>	means the Republic of Kenya;
<b>“KES”</b>	means the Kenyan Shilling, official currency within Kenya;
<b>“King IV” or “King Report”</b>	means the King IV Report on Corporate Governance for South Africa 2016, as amended from time to time;
<b>“Last Practicable Date”</b>	means the last practicable date prior to the finalisation of this Listing Particulars, being Friday, 17 May 2024;
<b>“List” or “Listing” or “Listed”</b>	means admitted to the Official List of the CTSE, it being anticipated that the listing and dealing in the B Preference Shares are expected to commence on the Listing Date;
<b>“Listing Date”</b>	means the expected date on which the Listing of the B Preference Shares will become effective, being at the commencement of trade on Friday, 31 May 2024;
<b>“Listing Particulars” or “Listing Particular Document” or “Document”</b>	means this listing particulars document relating to the Company, dated Friday, 31 May 2024, which has been prepared in accordance with the CTSE Listing Requirements and the Companies Act;
<b>“Listing Undertaking”</b>	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;
<b>“Mandatory PAIs”</b>	means the SFDR mandatory PAIs, which include 1) GHG emissions scope 1,2,3; 2) carbon footprint; 3) GHG intensity of investee companies; 4) exposure to companies active in fossil fuel sector; 5) share of non-renewable energy consumption and production; 6) energy consumption intensity per high impact climate sector; 7) activities negatively affecting biodiversity-sensitive areas; 8) emissions to water (companies), and 9) unadjusted gender pay gap (companies);
<b>“Majority Holder”</b>	means the Holders able to exercise not less than 50.1% of the voting rights attaching to all Outstanding B Preference Shares;

<b>“Manager”</b>	means Gaia Fund Managers;
<b>“Market Maker”</b>	means Gaia Fund Managers;
<b>“Material”</b>	means:  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 20% or more of either gross revenue, operating expenses, net assets, or market capitalisation of the Group shall be deemed to influence the decisions of investors;  b) in any other context, 20% or more of either gross revenue, operating expenses, net assets, or market capitalisation of the Group,  and the term <b>“Materially”</b> shall be construed accordingly;
<b>“NAVPS”</b>	means net asset value per Share;
<b>“NSE” or “Nairobi Securities Exchange”</b>	means the Nairobi Securities Exchange PLC
<b>“NTAVPS”</b>	means net tangible asset value per Share;
<b>“Official List”</b>	means the List of all Securities admitted for quotation on the main market or official market of CTSE;
<b>“Ordinary Shares”</b>	means ordinary shares, each of no-par value, in the Authorised Share Capital and Issued Share Capital;
<b>“Ordinary Shareholders”</b>	means registered beneficial holders of the Ordinary Shares;
<b>“Outstanding Preference Share”</b>	means, on any day, any B Preference Share which has been issued but which has not been redeemed;
<b>“PAI considerations”</b>	means 18 mandatory PAIs and 1 additional environmental PAI, and 1 social PAIs;
<b>“PAIs”</b>	means principal adverse sustainability impacts;
<b>“Pari Passu”</b>	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;
<b>“Paris Agreement”</b>	means a legally binding international treaty on climate change adopted by 196 parties at COP21 in Paris on 12 December 2015 and entered into force on 4 November 2016;
<b>“Person”</b>	means a “ <i>person</i> ” as contemplated in terms of the Companies Act;
<b>“Portfolio Management Agreement”</b>	means the agreement entered into between Gaia Fund Managers, GACF and the AIFM governing the appointment of Gaia Fund Managers as the portfolio manager dated on or about 22 May 2024.
<b>“Preference Dividend”</b>	means, in relation to each B 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;
<b>“B Preference Share Commitment Agreement” or “PSCA”</b>	means the agreement entitled “ <i>Preference Share Commitment Agreement</i> ”, entered into by the Issuer (as issuing company) and the subscribers of the B Preference Shares, including any annexures and schedules thereto, as amended from time to time;
<b>“Preference Share Terms”</b>	means the preferences, rights, limitations, and other terms attaching to each B Preference Share;
<b>“Public”</b>	means “ <i>public</i> ” as contemplated in terms of the Companies Act;
<b>“R”, “ZAR”, or “Rand”</b>	means the lawful currency of South Africa, being South African Rand, or any successor currency.
<b>“Renewable Energy Infrastructure”</b>	means any asset that is lawfully constructed, erected, used, placed, installed or affixed to a property in connection with the purpose of generating renewable energy for the purpose of selling on the conditions as determined in a PPA;
<b>“Reporting Accountant &amp; Auditor’s Report”</b>	means the report issued by the Reporting Accountant & Auditor in accordance with paragraph 8.8 of the CTSE Listing Requirements;
<b>“Reporting Accountant &amp; Auditor”</b>	means PKF Constantia Valley Cape Town Incorporated (registration number 2003/003246/21), a personal liability company duly registered and incorporated in accordance with the company laws of South Africa (IRBA Registration number 935123), being the reporting accountant & auditor of the Company, an audit firm acceptable to CTSE and registered with IRBA;
<b>“Scheduled Dividend Payment Date” or “Dividend Payment Date”</b>	means, prior to the Redemption Date, 30 June and 31 December of each year (or such other dates as the Board may determine in accordance with the Asset Management Agreement);
<b>“Securities”</b>	means “ <i>securities</i> ” as contemplated in terms of the Financial Markets Act;
<b>“SFDR”</b>	means Regulation EU 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector;

<b>“Shareholders”</b>	means either or all of the Ordinary Shareholders, A Preference Shareholders or the B Preference Shareholders, as the context may indicate;
<b>“Shares”</b>	means either or both the Ordinary Shares and/or the A Preference Shares and/or B Preference Shares, as the context may indicate;
<b>“Share Register”</b>	means the securities register of the Company which is required to be established by a company in terms of section 50(1) of the Companies Act;
<b>“South Africa”</b>	means the Republic of South Africa;
<b>“Special Resolution”</b>	means a special resolution as contemplated in terms of section 65(9) of the Companies Act, which in terms of the Constitution must be approved by at least 75% of the voting rights entitled to be exercised;
<b>“Strate”</b>	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;
<b>“Sub-Saharan Africa”</b>	Geographically, it is the area of the continent of Africa that lies south of the Sahara desert;
<b>“Sustainable Investment”</b>	means an investment in an economic activity that contributes to an environmental or social objective, provided that the investment does not significantly harm any environmental or social objective and that the investee companies follow good governance practices;
<b>“Sustainable Investment Objectives”</b>	means the Gaia Renewables 1 objective selected which is investing in investments with a focus on renewable energy (Climate Change Mitigation), which is aligned with the Paris Agreement;
<b>“Taxonomy Regulation”</b>	means Regulation (EU) 2020/852 of the European Parliament and of the Council of 18 June 2020 on the establishment of a framework to facilitate sustainable investment and amending Regulation (EU) 2019/2088;
<b>“TCWF Investment SPV”</b>	means TCWF Investment SPV Proprietary Limited (registration number 2020/113819/07), a private company duly registered and incorporated in accordance with the company laws of South Africa, being a 100% subsidiary of the Company;
<b>“Technical Screening Criteria” or “TSC”</b>	means the conditions under which an economic activity qualifies as contributing substantially to climate change adaptation or mitigation and for determining whether that economic activity causes no significant harm to any of the other environmental objectives in the Taxonomy;
<b>“UN SDGs” or “SDG”</b>	means the United Nations’ sustainable development goals;
<b>“US\$”</b>	means the United States Dollar, which is the official currency of the United States of America; and
<b>“VAT”</b>	means value-added tax.



**GAIA RENEWABLES 1 LIMITED**  
(formerly Gaia Fund 1 Limited)  
(Incorporated in the Republic of South Africa)  
(Registration number 2020/113877/06)

(the “**Company**”)

Gaia Renewables 1 Ordinary Shares  
(CTSE Share Code: 4GR1O, ISIN ZAE400000093)

(“**Ordinary Shares**”)

Gaia Renewables 1 Class A Preference Shares  
(CTSE Share Code: 4GR1A, ISIN ZAE400000101)

(“**A Preference Shares**”)

Gaia Renewables 1 Class B Preference Shares  
(CTSE Share Code: 4GR1B, ISIN ZAE ZAE400000234)

(“**B Preference Shares**”)

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## LISTING PARTICULARS

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### A. INTRODUCTION

Shareholders are referred to the Formal Notice announced by the Company on the CTSE News Service, dated Thursday, 23 May 2024, in terms of which the Company advised of its intention to List its B 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 Company and the Listing, to Shareholders, the Public and potential investors;
- 1.2 furnish information to Shareholders and prospective investors with regards to the Company and its operations and investments; and
- 1.3 communicate the salient details relating to the Listing.

### C. GENERAL OVERVIEW OF THE COMPANY

- 2.1 Gaia Renewables 1 was established as a dedicated renewable energy investment platform to allow institutional and retail investors access to renewable energy investments in South Africa. The Company's mandate has since been expanded to facilitate the investment of long term capital in infrastructure in Africa.
- 2.2 The funding raised through the initial listing of the A Preference Shares in October 2020 enabled Gaia Fund Managers to provide investors with an indirect investment into the Tsitsikamma Community Wind Farm, a 95 megawatt wind farm based in the Eastern Cape Province of South Africa.
- 2.3 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, renewable energy and toll road infrastructure transactions in South Africa to a value in excess of R4.5 billion.
- 2.4 As an innovator and to the benefit of Gaia Fund Managers institutional and retail clients, Gaia Fund Managers as first mover has: listed Africa's first dedicated infrastructure special purpose acquisition company on the JSE main board in November 2015; Africa's

first dedicated fibre infrastructure real estate investment trust on the CTSE in December 2021, and Africa's first renewable energy real estate investment trust on the CTSE in August 2023.

- 2.5 Gaia Renewables 1 now, through the Listing of its B Preference Shares, provides South African, Botswana and Kenya investors with an opportunity to invest in the Gaia Africa Climate Fund ("GACF"), which in turn will make investments in Climate Infrastructure which promotes access to clean energy, water and sanitation.
- 2.6 The GACF is established under the laws of Luxembourg in the form of a public limited liabilities company ("Société Anonyme"), an investment company with variable capital ("SICAV") and reserved alternative investment fund status ("RAIF").
- 2.7 Through the acquisition of interests in operating infrastructure projects the GACF, with its 10 year duration, will crowd in more private capital investors at all stages of the project development cycle and accelerate project development (1) by allowing project developers to recycle capital into new greenfield projects and (2) creating a demand for new projects.
- 2.8 As an imperative of the GACF, Gaia Fund Managers (as Manager) will ensure skills transfer and that development be prioritised within its investee companies to effect the creation of a sustainable and self-sufficient African infrastructure industry.
- 2.9 GACF is in the process of raising US\$200million upon final close with first close being achieved upon obtaining commitments of US\$50million. GACF will look to deploy the US\$200million across 6-8 clean energy and climate infrastructure assets into the secondary, expansionary and greenfield investment stages in Sub-Saharan Africa.
- 2.10 Gaia Renewables 1's B Preference Share, as a feeder fund for GACF, will maintain its primary listing on the CTSE with secondary listings earmarked for the BSE, the NSE and the GSE. The secondary listings provides Sub-Saharan Africa investors with access to Climate Infrastructure projects that benefit the region through a US\$ denominated fund, GACF.
- 2.11 Pursuant to the Listing of the B Preference Shares, the Company, acting through Investment SPV, will invest into GACF on a drawdown basis over the following 24 months.
- 2.12 Gaia Renewables 1 requires, a special purpose vehicle to provide South African institutional investors and their Sub-Saharan African counterparts (most specifically in Botswana and Kenya initially) with access to GACF and its ultimate strategy of diversifying investments into Climate Infrastructure in emerging market jurisdictions. This allows Africa's private capital to invest alongside global development finance institutions to be part of Africa's climate solution.
- 2.13 Details of the investment to be made into GACF can be found in the GACF Offering Document which are available on request from Gaia Fund Managers through the following email: info@gaia.group.
- 2.14 B Preference Share investors have committed to a total investment of US\$0.005m on the day of Listing and the aim will be to raise another US\$59.995m over the next 6 months of which the full US\$60m will be utilised for the initial investment (see Section 2 paragraph 2.12 for detail of usage of initial funding).
- 2.15 Additional funding will be drawn down through a specific issuance of B Preference Shares. This will be utilised and applied to follow-on investments into GACF through Investment SPV.
- 2.16 The investments made by GACF will be subject to the decision making of the Investment Committee's investment process in assessing qualifying investments.
- 2.17 A schematic diagram depicting the Group's structure pursuant to the Listing of the B Preference Shares are provided in paragraph 4.2.6.

## **D. RATIONALE FOR THE LISTING & PROSPECTS OF THE COMPANY**

The rationale for the Listing is primarily the following:

### **3.1 Provide Access to Infrastructure as an Asset Class**

Infrastructure as an asset class can provide investors with uncorrelated 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 Climate Infrastructure assets precludes certain CIS portfolios and regulated pension funds 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.

### **3.2 South Africa as the hub for Investment Manager of African Infrastructure**

In a global context, the African continent, with its scale, population growth, and energy demand, is one of the key deciders in the Earth's climate change battle. In order to effect change, private capital needs to be deployed on a grand scale to accelerate the entire energy infrastructure development cycle. Where early stage project development and investment is being addressed by development finance institutions ("DFI"), private and pension fund capital need to access to lower risk operational projects. Acquiring interest in operational projects will create a demand for new projects and ensure funding is recycled back to the development cycle to build new projects. Gaia Fund Manager's goal is to: (1) Aggregate African pension fund and private capital so that it may take its rightful place next to international funders to develop African infrastructure; and (2) Ultimately demonstrate South Africa's viability to become the hub for African infrastructure investment management.

### **3.3 Transparent Regulatory Environment**

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

The Company, through the guidance of the Manager, will report in line with best in breed impact requirements through its voluntary adoption to comply with SFDR and EU Taxonomy requirements and disclosures (as per Annexure 4).

### **3.4 Access to Capital**

As a listed entity, the Issuer enables CIS portfolios and regulated pension funds to increase their allocation to infrastructure with ease of mind in an increased regulatory environment. The ability to do this has opened a unique market opportunity for future CIS compliant portfolios to invest in CTSE listed infrastructure investments via new issuances of preference shares in the Issuer.

Illustrated in section 4.2.6 is a schematic representation of the high-level structure of the Company pursuant to the issuance and listing of the B Preference Shares. Future preference shares will be linked to special purpose vehicles which will have a specific special mandate to invest into Renewable Energy Infrastructure assets with a corresponding asset management agreement with Gaia Fund Managers.

### **3.5 Investing into Sub-Saharan Africa, its people and its growth**

Africa holds the key to humanity's global climate future, with (1) the continent hosting nearly 600 million people without electricity and (2) energy consumption set to quadruple by 2040. If Africa is to energise using fossil fuels, the impact will be global. Unfortunately, only 2% of global renewable energy investment occurs on the continent despite abundant local renewable energy resources being a solution to energy access. Renewables do more than provide the necessary energy services. Renewable energy can ensure clean air and a healthy environment, support climate change mitigation and adaptation efforts and allow for energy democracy and sovereignty. By harnessing the potential of renewable energy, Africa's young, dynamic, growing economies can drive economic development, support innovation, be climate-resilient and engage fully in the global economy.

#### **SIGNED FOR AND ON BEHALF OF THE BOARD OF DIRECTORS**

By order of Board of Directors

A handwritten signature in black ink, appearing to be 'RM', is written over a horizontal blue line.

Retha Meyer (May 23, 2024 15:31 GMT+2)

Retha Meyer

Chairperson

Gaia Renewables 1 Limited



## 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 Renewables 1 Limited

1.1.2. The registration number of the Company is:

2020/113877/06

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](http://www.gaia.group)

The information on the website or any other digital platforms does not form part of the Listing Particulars unless that information is incorporated by reference into the Listing Particulars.

### 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: 25 February 2020

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 MM Nieuwoudt who, subsequent to the incorporation of the Company, was appointed as the first Director of the Company and the Chairman of the Board.

### 1.5 Summary of the salient terms of the MOI

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

CTSE Listing Provision	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; determine the preferences, rights, limitations or other terms of any Shares; 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 Shareholders by way of a Special Resolution of the Shareholders and (to the extent required) an amendment to the Memorandum of Incorporation.</p>

	<p><b>Clause 6.5</b></p> <p>Each Share issued by the Company has associated with it an irrevocable right of the Shareholder to vote on any proposal to amend the preferences, rights, limitations and other terms associated with that Share as contemplated in clause 23.2 (refer to MOI). 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 adopted by the holders of Shares of that class at a separate meeting. In such instances, the holders of such Shares will be allowed to vote at the combined general meeting of all Shareholders, subject to clause 23.2 (refer to MOI). No resolution of Shareholders in respect of such amendment shall be proposed or passed, unless a Special Resolution of the holders of the Shares of that class approves the amendment.</p> <p><b>Clause 23.2</b></p> <p>The holders of Securities other than Ordinary Shares shall be entitled to vote on a resolution 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; or if any resolution is proposed as contemplated in clause 6.5 (refer to MOI), in which event the holders of such Shares ("Affected Shareholders") shall be entitled to vote at the meeting of Ordinary Shareholders as contemplated in clause 23.1 (refer to MOI) provided that the votes of the Shares of that class held by the Affected Shareholders ("Affected Shares") shall not carry any special rights or privileges and each Affected Shareholder shall be entitled to 1 vote for every Affected Share held.</p>
Borrowing powers exercisable by the Board	<p><b>Clause 13.1</b></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 13.2 (refer to 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><b>Clause 16</b></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><b>Clause 17</b></p> <p>Subject to the CTSE Listing Requirements, the provisions of the Act, including section 48, and the further provisions of clause 17 (refer to MOI), the Board may determine that the Company acquire a number of its own Shares; and the board of any Subsidiary of the Company may determine that such Subsidiary acquire Shares of the Company but not more than 10%, in aggregate, of the number of issued Shares of any class may be held by, or for the benefit of, all of the subsidiaries of the Company, taken together; and no voting rights attached to those Shares may be exercised while the Shares are held by that Subsidiary and it remains a Subsidiary of the Company; and those Shares shall not be entitled to participate in any distribution by the Company.</p>
Corporate Actions	<p><b>Clause 19</b></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 Companies 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><b>Clause 21</b></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. The Board shall call a meeting of Shareholders if one or more written and signed demands by Shareholders calling for such a meeting are delivered to the Company.</p> <p>If the Company has more than two Shareholders, the quorum for a Shareholders' meeting to begin or for a matter to be considered, shall be at least three Shareholders. In addition a Shareholders' meeting may not begin until sufficient persons are Present at the Meeting to exercise, in aggregate, at least 25% of the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting; and a matter to be decided at a Shareholders' meeting may not begin to be considered unless sufficient persons are Present at the Meeting to exercise, in aggregate, at least 25% of all of the voting rights that are entitled to be exercised in respect of that matter at the time the matter is called on the agenda.</p>
Votes of Shareholders	<p>Clause 23</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. The holders of Securities other than Ordinary Shares shall be entitled to vote on a resolution 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; or if any resolution is proposed as contemplated in clause 6.5 (refer to MOI), in which event the holders of such Shares ("Affected Shareholders") shall be entitled to vote at the meeting of Ordinary Shareholder.</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>
Composition and powers of the Board	<p>Clause 27.1</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 four Directors and the Shareholders shall be entitled, by Ordinary Resolution, to determine such maximum number of Directors as they from time to time shall consider appropriate.</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 three months from the date that the number falls below such minimum, fill the vacancy/ies in accordance 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 three 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</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.</p> <p>Clause 27.3</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</p>

	<p>exceeding three years; be eligible for re-election at the end of each term, unless that person is ineligible or disqualified in terms of section 69.</p> <p>Clause 27.5</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</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 (refer to MOI), 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 one vote on a matter before the Board; a majority of the votes cast in favour of a resolution is sufficient to approve that resolution.</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 Shareholders within the previous two 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>
Amendment of the MOI	<p>Clause 40</p> <p>Subject to the provisions of clauses 6.5 and 40.2 (refer to 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).</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 (refer to MOI), be referred to 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>

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 does not include a statement made by an expert.

#### **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 B Preference share will be primarily listed on the CTSE with secondary listings in various other African exchanges including BSE, NSE and GSE.

#### **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 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.

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

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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 B Preference Shares on the securities exchange operated by CTSE, which Listing will be done by 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 of its B 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 B Preference Shares forming part of the Issued Share Capital 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 B Preference Shares

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

2.4.1 Each B 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, and

2.4.2 No B Preference Share shall have any votes except if the Ordinary Shareholders propose a resolution which prejudices the rights and privileges attaching to any B Preference Shares or the interests of the B Preference Shareholders, in which case each B Preference Shareholder shall have one vote for each Outstanding Preference Share held by such B Preference Shareholder.

See Annexure 3 for further details.

### 2.5 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 Issuer Agent.

The B Preference Shares will be marketed to specific investors who will invest based on a signed written consent to the CTSE ("**Listings Waiver**") that:

2.5.1 they have conducted their own due diligence;

2.5.2 they have no objections regarding the Financial Information Waiver, as set out in the B Preference Share Commitment Agreement;

2.5.3 they are making an informed investment decision based on their own due diligence and analysis in line with their investment mandate and approval processes;

2.5.4 they will not hold CTSE liable for any losses that may arise due to the Financial Information Waiver;

2.5.5 they acknowledge the potential limited liquidity by excluding retail investors for the first year of Listing until the year end results have been published, and

2.5.6 they have considered CISCA and Board Notice 90 of 2014 ("**Board Notice 90**") and that the investment still complies with the CISCA 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 Listing Date ("**Qualifying Date**").

Between the Listing Date and the Qualifying Date there will be limited trade on the B Preference Shares to only the investors that have signed the Financial Waiver. Post the Qualifying Date, all restrictions on trading of the B Preference Shares will be lifted.

### 2.6 Terms and conditions of the issue of the Securities

The B Preference Shares will be Listed by means of a placement.

### 2.7 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.

### 2.8 Statement of the net tangible asset backing for each class of security

The Investment SPV has been incorporated as a special purpose vehicle, and more specifically, the B Preference Share will be issued, to facilitate the investments into renewable energy assets into Sub-Saharan Africa through GACF. The investment into GACF will be done through Gaia Renewables 1's Investment SPV. Investment SPV has no trading history up to the Last Practicable Date. Accordingly, the Company has no information in respect of the consolidated NTA/PS for the B Preference Share.

### 2.9 Anticipated date upon which the dealing in the Securities to be listed is to commence

The dealing in the B Preference Shares is expected to commence on the Listing Date, being Friday, 31 May 2024.

## 2.10 Distribution policy relating to the Securities issued

In accordance with clause 7 of the Preference Share Terms relating specifically to the B Preference Shares, the following payment waterfall is applicable to the Company:

2.10.1 first, to provide for and pay any taxes, listing fees and operational expenses as contemplated in the Asset Management Agreement; and

2.10.3 finally to pay the full amount of cash available as B Preference Share Dividends as at that date, including any associated taxes.

## 2.11 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 R808,750 (including VAT) as set out below:

PAYABLE IN RESPECT OF	PAYABLE TO	Amount (ZAR)
Listing Fees - Exchange	CTSE	R150,000
Listing Fees - Exchange	BSE	R150,000
Listing Fees - Exchange	NSE	R150,000
Listing Fees – Security Depository	Strate Proprietary Limited	R17,250
Legal Fees	RH Legal Consulting (Pty) Ltd	R100,000
Other expenses	Standard Bank, Imara and SIB	R241,500

## 2.12 Statement as to the intended use of the proceeds of any new Securities issued

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

2.12.1 The Company aims to raise a minimum of R756,000,000 from the issuance of the B Preference Shares. Gaia Fund Managers will not levy additional fees for the management of the B Preference Shares.

2.12.2 Of the R756,000,000:

2.12.2.1 R1,000,000 will be utilised to provide for ongoing listing fees and statutory cost of the Company;

2.12.2.2 R500,000 will be utilised to provide for future unforeseen costs; and

2.12.2.3 the remaining R754,500,000 will be utilised to subscribe for ordinary shares in Investment SPV.

2.12.3 Of the R754,500,000:

2.12.3.1 R5,500,000 will be utilised to pay Listing, legal and other Listing associated fees;

2.12.3.2 R250,000 will be utilised to provide for statutory costs of Investment SPV;

2.12.3.3 R250,000 will be cash on hand available for future unforeseen investment costs; and

2.12.3.4 the remaining R748,500,000 will be utilised to invest into GACF on a drawdown basis.

## 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 Share Capital and Issued Share Capital of the Company will be as follows:

SECURITY	AUTHORISED	ISSUED	Par-Value
Ordinary Shares	100,000,000	100,000,000	N/A
A Preference Shares	1,000,000	1,000,000	N/A
B Preference Shares	20,000,000	540	N/A
Unspecified Shares	3,000,000	N/A	N/A

#### Notes:

1. The B Preference Shares will be Listed by means of a placement on the Listing Date.
2. All share capital is fully paid up.
3. There are no preferential subscription rights for the unspecified shares.
4. It is opinion of the Board, that the issued capital of the Company is adequate for the purposes of the business of the Company and of its subsidiaries for the foreseeable future, and if the Board is of the opinion that it is inadequate, the extent of the inadequacy and the manner in which and the sources from which the Company and its subsidiaries are to be financed.

The B Preference Shares will be referenced to the following Issue Price:

B Preference Shares Issue Price	
US\$	US\$10.00
ZAR	ZAR185
KES	KES1300
BWP	BWP136

#### Notes:

5. The B Preference Shares share price will be fixed in US\$. It will be converted to ZAR, KES and BWP on the spot price on the day of issue of the shares and as such the Issue Price in these currencies are approximated.
6. The Issue price was determined by taking into consideration the number of capital to be raised and the amount of shares in issue.

The B Preference Shares Issue Price will increase at 8% (annualised in US\$) each month for further issues during the next 6 months:

B Preference Shares Issue Price	US\$
July 2024	10.10
August 2024	10.17
September 2024	10.23
October 2024	10.30
November 2024	10.36
December 2024	10.43

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

3.2.2 The salient preferences, rights, limitations, and other terms attaching to the B 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 B Preference Share Commitment Agreement up to 540 B Preference Shares will be issued.

### 3.4 Details of intended increase in the Company's capital

In accordance with the Preference Share Commitment Agreement 10,000,000 B Preference Shares will be issued for an aggregate subscription price of US\$10.00 (R185.00 at the current ruling exchange rate). In this regard:

3.4.1 these will be issued over a period of six (6) months;

3.4.2 upon listing 540 B Preference Shares will be issued for an aggregate subscription price of US\$5,400 (R100,000 at the current ruling exchange rate); and

3.4.3 the remaining 9,998,460 B Preference Shares will be issued through a specific issue of B Preference Shares to provide capital to invest, through Investment SPV, into GACF. The total commitment from investors for the specific issue of B Preference Shares will expire on 31 December 2024, as agreed to in the B Preference Share Commitment 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 Share Capital and Issued Share Capital in the 3 years immediately preceding the issue date of the Listing Particulars Document except the following:

3.6.1 Share split of 50:1 for the Ordinary Shares.

3.6.2. Share split of 20:1 for the unspecified C class shares.

3.6.3. Reclassification of the C class shares to B Preference Shares.

3.6.4. Authorisation of 20,000,000 and issue up to 10,000,000 B Preference Shares.

**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 COMPANY'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.

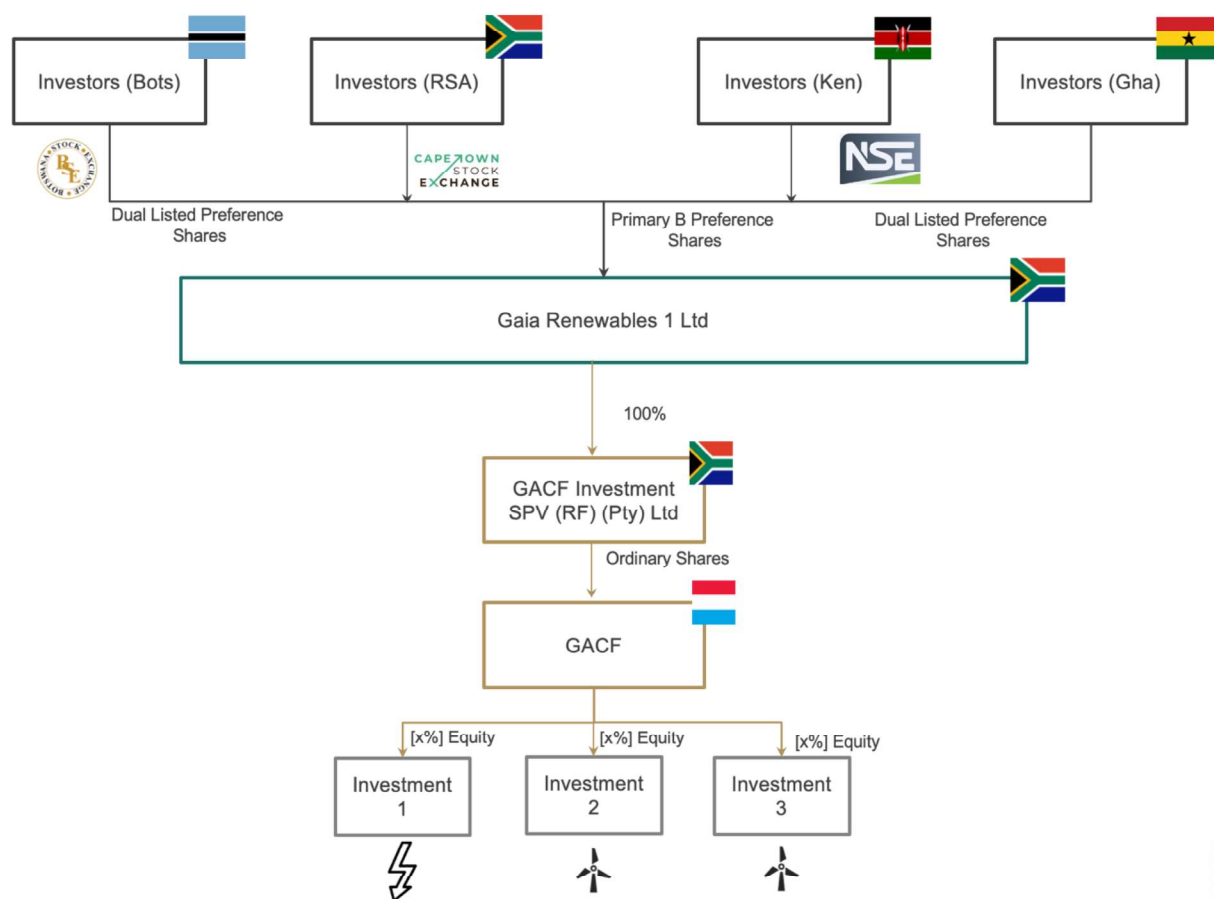
### 4.1 Brief history and description of the general objectives and nature of the business of Gaia Renewables 1

- 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; and
  - listing of a CISCA compliant renewable energy infrastructure focussed fund, Gaia Renewables 1, and the first Southern Africa real estate investment trust compliant fibre network assets fund, Gaia Fibonacci Fibre REIT 1, and Gaia Renewables REIT, an embedded renewable energy solution vehicle, on the CTSE.
- 4.1.3 Gaia Fund Managers as first mover and brand leader has concluded investments into South African fibre network infrastructure, 12 utility scale renewable energy and one toll road transaction to a value in excess of ZAR4.6 billion.
- 4.1.4 Gaia Renewables 1 was established by the Manager for the initial purpose of providing investors institutional investors access to infrastructure investments in South Africa. The initial mandate was to support the South African Government's Renewable Independent Power Producer Programme ("REIPPP") by kickstarting the secondary transaction market ecosystem in South Africa. Due to the recent limited opportunities to bid for utility scale projects, the Board of Directors approved an update to the investment mandate.
- 4.1.5 Gaia Renewables 1 is an investment holding company which primarily investments in the renewable energy sectors. Gaia Renewables 1's sole investment to date is the 100% ownership of TCWF Investment SPV:
- 4.1.5.1 TCWF Investment SPV was incorporated in 2020 with the sole purpose to invest indirectly to take up an indirect stake in Tsitsikamma Community Wind Farm, a 95 MW wind power project located close to Humansdorp in the Eastern Cape of South Africa; and
- 4.1.5.2 The Tsitsikamma Community Wind Farm has been operational since 2016 and has outperformed all forecasted and targeted returns whilst providing for lasting change to the local community.
- 4.1.6 Gaia Renewables 1 has expanded its mandate to also actively pursue a growth strategy in Sub-Saharan Africa. This is possible, through the listing of the B Preference Share, to invest into Investment SPV. The B Preference Share investments will be across geographies in Sub-Saharan Africa excluding South Africa in 13 priority countries which include: Botswana, Tanzania, Kenya, Ethiopia, Uganda, Rwanda, Cameroon, Cote d'Ivoire, Nigeria, Ghana, Mauritius, Senegal and Zambia
- 4.1.7 It is the objective of the Manager to utilise the Investment SPV to invest into GACF on a drawdown basis. The funds in the Investment SPV will be kept in United States Dollars which is the base currency of GACF. This will remove currency risk on deployment of capital.
- 4.1.8 GACF is established under the laws of Luxembourg in the form of a public limited liability company (a "Société Anonyme"), an investment company with variable capital ("SICAV") with a reserved alternative investment fund status (fonds alternatif reserve "RAIF").
- 4.1.9 GACF will be acquiring secondary interests in Sub-Saharan Africa (excluding South Africa) renewable energy projects. This will crowd in more private capital investors at all stages of the project development cycle, accelerate project development as well as effect skills transfer to support a sustainable and self-sufficient local industry.
- 4.1.10 Since Gaia Renewables 1 currently has a presence in South Africa, the Company intends to pursue this strategy in other African jurisdictions as it believes the continent is a compelling and attractive market to penetrate based on:
- 4.1.10.1 extensive research preformed to understand the African energy markets;
- 4.1.10.2 Africa holding the key to humanity's global climate future, with (1) the continent hosting nearly 600 million people without electricity and (2) energy consumption set to quadruple by 2040. If Africa is to energise using fossil fuels, the impact will be global. Unfortunately, only 2% of global renewable energy investment occurs on the continent despite abundant local renewable energy resources being a solution to energy access; and
- 4.1.10.3 renewables doing more than providing the necessary energy services. Renewable energy can ensure clean air and a healthy environment, support climate change mitigation and adaptation efforts and allow for energy democracy and sovereignty. By harnessing the potential of renewable energy, Africa's young, dynamic, growing economies can drive economic development, support innovation, be climate-resilient and engage fully in the global economy.
- 4.1.11 GACF is in the process of raising US\$200million (including the indirect participation by the Company via Investment SPV) upon final close with first close being achieved upon obtaining commitments of US\$50million. GACF will look to deploy the US\$200million across 6-8 clean energy infrastructure assets into the secondary, expansionary and greenfield investment stages in Sub-Saharan Africa.
- 4.1.12 Investment SPV, provides for the feeder from the expected secondary listings, currently pursued on the Botswana Stock Exchange and Nairobi Securities Exchange.
- 4.1.13 Gaia Fund Managers, via the B Pref Asset Management Agreement for the B Preference Share, will manage the Company as well as the interests of the respective B Preference Shareholders in the underlying investment. To note that under the B Pref AMA and the B Pref Terms, Gaia Fund Managers will not have a right to any of the distributions from the Company or fees for services rendered to the Company or Investment SPV.

4.1.14 There is no degree of any government protection and of any investment encouragement law affecting the business of the Company.

## 4.2 GACF and its role in supporting the Sub-Saharan energy resilience

- 4.2.1 GACF's investment objectives are to provide diversification benefits associated with the asset class and superior risk-adjusted returns compared to related Climate Infrastructure in other emerging market jurisdictions, whilst providing its shareholders with ongoing periodic dividend payments.
- 4.2.2 The Company is well positioned to pursue its strategy to invest into Sub-Saharan Africa by creating a listed feeder fund through its B Preference Shares with its primary listing on the CTSE and secondary listings on the BSE, NSE and GSE. This provides Sub-Saharan African institutional investors with access to Sub-Saharan projects through the US Dollar denominated GACF made possible by investing in Gaia Renewables 1's B Preference Shares.
- 4.2.3 In line with current market forces at play, and the infrastructure development requirements of Sub-Saharan Africa, Gaia Renewables 1 will support GACF to catalyse a sustainable project development cycle in Sub-Saharan Africa by investing in operational, secondary (brownfield) equity investments with a primary sector focus on renewable energy and secondary sector focus on clean water production.
- 4.2.4 Gaia Renewables 1 requires a special purpose vehicle to provide South African institutional investors and their Sub-Saharan African counterparts (most specifically in Botswana and Kenya initially) with access to GACF and its ultimate strategy of diversifying investments into Climate Infrastructure in emerging market jurisdictions. This allows Africa's private capital to invest alongside global development finance institutions to be part of Africa's solution.
- 4.2.5 GACF will be managed by Gaia Fund Managers through the Portfolio Management Agreement. Gaia Fund Managers will receive compensation through the management of GACF, with no additional fees or distributions earned by Gaia Fund Managers under the Ordinary Shares, the B Preference Share Terms or the B Pref Asset Management Agreement.
- 4.2.6 The below diagram depicts the envisaged African Strategy structure of Gaia Renewables 1 through the dual and secondary listings (the current investment made into TCWF Investment SPV through the A Preference Share Listing is not shown in the diagram below). The GACF Offering Document provides information which a prospective Shareholder should consider before investing into GACF.



4.2.7 This GACF Offering Document can be requested from Gaia Fund Managers.

## 4.3 Company structure

A schematic diagram depicting the immediate Group structure pursuant to the listing of the B Preference Shares is provided in Annexure 1 to this Listing Particulars Document.

## 4.4 Background to the Company's investment into the Investment SPV, a flow-through into GACF on a drawdown basis

- 4.4.1 For the avoidance of doubt, it should be noted that Gaia Renewables 1 feeder fund structures will be used to raise funding in Sub-Saharan Africa and offshore, through the listing of Gaia Renewables 1's B Preference Share, to facilitate the proposed investment in GACF.
- 4.4.2 GACF was setup to provide investors with exposure to high quality utility scale renewable energy investments in Sub-Saharan Africa.
- 4.4.3 The funds deployed by GACF will be done on a drawdown basis which will call capital on the successful close of qualifying investments. Funds, Investment SPV, will be seen as committed and will receive drawdown notices from GACF prior to investing.
- 4.4.4 The investments are expected to be held for 10 years with 2 one year extensions possible post the initial holding period allowing for a maximum investment period of 12 years.

#### **4. Employment details of Gaia**

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- 4.5.1 As an investment vehicle the Company 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) employs 8 permanent employees (of which one is situated in the United Kingdom and one in Norway).
- 4.5.3 The categories of activity of the employees of Gaia Fund Managers are as follows:
  - 1) Executive Chairman;
  - 2) Managing Director;
  - 3) Chief Investment Officer;
  - 4) Chief Risk and Impact Officer;
  - 5) Head: Operations
  - 6) European Investor Relations Liaison; and
  - 7) 2x Fund Associates.

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

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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 As at the Last Practicable Date, the Company's interim financial statements and 2023, 2022 and 2021 integrated report can be found at [www.gaia.group](http://www.gaia.group). The financial results for the 2023, 2022 and 2021 financial years has been audited without any qualification.
- 5.1.2 Other than the agreements relating to the A Preference Share Subscription Agreement and the agreements relating to the investment by the Company into TCWF Investments SPV, the Company has no material liabilities and no assets.

### 5.2 Forecast financials

- 5.2.1 The forecast financial information for the Company has been prepared for the 12 month period ending 28 February 2025 and 28 February 2026 respectively.
- 5.2.2 The forecast financial information of the Company has been prepared in a manner that is consistent with the historic accounting policies of the Company and in compliance with IFRS.
- 5.2.3 The forecast financial information as set out below should be read in conjunction with the audited financial statements of the Company as published on [www.gaia.group](http://www.gaia.group).
- 5.2.4 The Directors of the Company are responsible for the preparation of the forecast financial information of the Company.
- 5.2.5 The Company will provide sufficient information to future investors to make an investment decision. The forecast financial information of the Company presented in Section 5 will not be continuously updated after the publication of this Listing Particulars Document. Trading statements will only be provided in the period between the Listing and the sooner of the interim or annual financial statements, should the forecast information differ by more than 20%. Thereafter, investors will be directed to the respective interim or annual financial statements as the basis for their investment decisions.

### 5.3 Qualified Accountant's report

- 5.3.1 Subject to the Financial Information Waiver signed by the Shareholders, 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 all the Shareholders 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.

### 5.4 Consolidated basis statement

As at the Last Practicable Date, save for the A Preference Shares, the security granted to the A Holders, the obligation to issue the B Preference Shares and the Guarantee, Cession and Pledge Agreement 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

- 5.5.1 Gaia Renewables 1 was established as an investment vehicle to invest in renewable energy project partaking in the South African Renewable Energy Independent Power Producer Procurement Programme ("REIPPPP") with Eskom SOC Limited ("Eskom") as the electricity off-take customer.
- 5.5.2 Unfortunately, South Africa's transmission and distribution system has reached capacity and therefore less than 1 000 MW of the originally earmarked 4 200 MW of new generation projects was awarded preferred bidder status in round 6 of the REIPPPP.
- 5.5.3 With Eskom estimating that under its investment programme it will take almost 10 years to bring meaning full additional transmission capacity online it can be reasoned that the REIPPPP will not be the source of significant additional electricity generation capacity to the South African grid in the coming years.
- 5.5.4 The problem associated with the lack of projects being constructed and therefore transactions coming to market is being further compounded by the market entrants wishing to acquire interest in projects for strategic rather than financial reasons.
- 5.5.5 Having assessed the market, the board has agreed to broaden the Company's mandate to that of becoming a platform to effect direct cross border investment into large-scale renewable and related infrastructure projects, as well as funds investing in the sector.
- 5.5.6 The broadened mandate allows the Company to unlock stranded funding and crowd-in more investors by bringing to market a comprehensive set of investment opportunities to match a wider and more diverse of risk-return seekers.
- 5.5.7 There have been no interruptions in the Company's business in the last 9 months causing a significant effect on the Company's financial position.

### 5.6 Principle and commercial assumptions upon which profit forecasts are concluded

- 5.6.1 As detailed in paragraph 5.2.1 above, the forecast pro forma financial information of the Company is provided for the 12-month periods ending 28 February 2025 and 28 February 2026 respectively. The pro forma accounts together with the principle and commercial assumptions have been incorporated in Annexure 5 of this Listing Particulars Document.

5.6.2 Income received as US\$ from GACF, for representation in these Listing Particulars, is modelled in ZAR and converted at an exchange rate of US\$1.00 : ZAR18.50.

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 the B Preference Share Commitment Agreement.

**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 Document.

**5.9 Litigation statement**

To date, the Company has not been involved in any material litigation or arbitration proceedings nor are the Directors aware of any pending or threatened legal issues, which may have a material impact 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 set out in Annexure 5.

## SECTION 6: INFORMATION ABOUT THE COMPANY'S IMPACT

Set out in the section below is information about the Company's impact

### 6.1 Measurable Impact and Environmental, Social and Governance considerations

Gaia Renewables 1 aims to invest in secondary/ brownfield equity/ replacement capital investments with a primary focus on (1) Renewable energy contributing to climate change mitigation through the reduction of carbon emissions and a secondary focus on (2) clean water production as secondary contributing to sustainable protection of water and marine resources (hereinafter referred to as the "Sustainable Investment Objective").

Gaia Renewables 1 mission is to play a catalytic role in promoting a sustainable project development cycle and crowd in more investors at all stages of the funding ecosystem by (1) providing exit opportunities for primary investors to enable them to recycle their capital into new greenfield projects and (2) drawing in private capital into the project funding ecosystem.

In particular, the Company aims to reach its Sustainable Investment Objective by catalysing the infrastructure development cycle, ensuring skills transfer, and ultimately providing access to sustainable clean energy by:

- i. **Recycling Development Capital**  
Accelerate the climate infrastructure project development snowball by providing a clear exit path and allowing greenfield developers to recycle their capital into new projects.
- ii. **Providing Access to Clean Energy**  
Prioritise and promote exemplary governance structures, policies, and procedures to ensure effective operation and continued supply of clean energy.
- iii. **Increase in access to clean water, sanitation, and hygiene ("WASH")**  
Prioritise and promote exemplary governance structures policies, and procedures to ensure effective operation and continued supply of clean water production.
- iv. **Job Creation and development of Local Skills**  
Create jobs and effect direct upskilling and skill transfer in investee companies to develop a local skilled workforce to support a sustainable local industry.

UN SDGs supported are SDG 7 *Affordable and Clean Energy*, SDG 9 *Industry, Innovation and Infrastructure*, SDG 11 *Sustainable Cities and Communities*, SDG 12 *Responsible consumption and production* and SDG 13 *Climate Action*.

### 6.2 SFDR and EU Taxonomy

Gaia Renewables 1 has voluntarily adopted to comply with SFDR and EU Taxonomy requirements and disclosures as per Annexure 4, Annex III – Pre-Contractual Disclosure for the Financial Products Referred to in Article 9, Paragraphs 1 to 4a, of Regulation (EU) 2019/2088 and Article 5, First Paragraph, of Regulation (EU) 2020/852.

The Sustainable Investment Objective of Gaia Renewables 1 takes an environmental facet as it directly contributes to the EU Taxonomy Environmental Objectives. Sustainable Investments will contribute to climate change mitigation in alignment to the Paris Agreement adopted in 2015.

No index has been selected as a reference benchmark for the Gaia Renewables 1 as no EU-approved index is currently available in the market in alignment with Gaia Renewables 1's investment strategy. Nonetheless, Gaia Renewables 1 will monitor and report on the progress of its portfolio by providing stakeholders with an indication of the performance of its key performance indicators ("KPIs") against its baseline and pre-set targets. As outlined in the following section, KPIs align with the UN SDGs and IRIS+.

### 6.3 Key Performance Indicators

Set out in the table below is the Issuer's Key Performance Indicators:

IMPACT OBJECTIVE	UN SDGs	KEY PERFORMANCE INDICATORS
i. Recycling Development Capital	SDG 7.2, 7.b SDG 9.a SDG 13	<ul style="list-style-type: none"> <li>Number of private capital investments made in the brownfield phase of the lifecycle.</li> <li>Number &amp; percentage of exit opportunities provided to investors disaggregated by type of investor.</li> </ul>
ii. Providing Access to Clean Electricity	SDG 7.2, 7.b SDG 13.1	<b>Reduced GHG Emissions</b> <ul style="list-style-type: none"> <li>Amount of greenhouse gas (GHG) emissions avoided by the organisation during the reporting period. (IRIS+ PI2764)</li> </ul> <b>Energy generated for Sale: Renewable (IRIS+ P15842)</b> <ul style="list-style-type: none"> <li>Amount of renewable energy generated and sold to off-taker(s) during the reporting period.</li> </ul> <b>Target stakeholder Socioeconomics (IRIS+ PD2541)</b> <ul style="list-style-type: none"> <li>Describes the socioeconomic groups of stakeholders targeted by the organization as the end of the reporting period disaggregated by lower or lower middle income.</li> </ul>
iii. Increase in access to clean water, sanitation,	SDG 6.1	<b>Number of households and Business Connections (IRIS+ PI8053)</b> <ul style="list-style-type: none"> <li>Number of residential and commercial connections to utilities and services provided by the organization as of the end of the reporting period.</li> </ul> <b>Public Water Point Coverage (IRIS+ PI3218)</b>

and hygiene ("WASH")		<p>Number of individuals within a coverage region (defined by a municipality, district, or designated service area) who have primary water access through a public tap as of the end of the reporting period.</p> <p><b>Target stakeholder Socioeconomics (IRIS+ PD2541)</b></p> <ul style="list-style-type: none"> <li>Describes the socioeconomic groups of stakeholders targeted by the organization as of the end of the reporting period disaggregated by Lower income and Lower middle income.</li> </ul>
iv. Job creation and development of local skills	SDG 4.4 SDG 8.5	<p><b>Employee training and Transition Programmes Offered (IRIS+ OI3368)</b></p> <ul style="list-style-type: none"> <li>Describes the type and scope of programs implemented and assistance provided during the reporting period to upgrade employee skills.</li> </ul> <p><b>Permanent employees (IRIS+ OI8869)</b></p> <ul style="list-style-type: none"> <li>Number of people in paid employment with the organization as of the end of the reporting period, whether they are full-time or part-time.</li> </ul> <p><b>Target Stakeholder Demographics (IRIS+ PD5752)</b></p> <ul style="list-style-type: none"> <li>Describes the demographic groups of stakeholders targeted by the organization disaggregated by Gender, Race/ Ethnicity/ Minority status (Historically marginalized groups/ Dominant culture populations).</li> </ul>

#### 6.4 Cause no significant harm

Gaia Renewables 1 is committed to measuring the negative impacts of its Sustainable Investments by implementing the best sustainability market practices across its investment process.

#### 6.5 Principal Adverse Impacts

The indicators for PAIs on sustainability factors are taken into account by Gaia Renewables 1, during the due diligence process, prior to the investment decision, and during the life of the investment. In particular Mandatory PAIs (or proxies when not available) and two Additional PAIs will be monitored and reported annually. Where no data is available, proxies shall be used. The Additional PAIs considered are as follows:

- Environmental Additional PAI #14: Natural species and protected areas
- Social Additional PAI #2: Rate of accidents.

Compliance with the mandatory and additional SFDR PAIs are stipulated in the Gaia Renewables 1's ESMS, which the Board of Directors has adopted.

Gaia Fund Managers, acting as the investment advisor of the Company, will endeavour to assess its investment opportunities and monitor the performance of its investees against the PAIs as follows:

- Due diligence process: PAIs indicators (or proxies if no direct data is available) are collected before the investment decision during the due diligence phase. They may lead to deciding not to invest or a mitigation plan.
- Investment Commitment: The letters of intent and finalised legal contract structure may include a mitigation plan in case of gaps. In that case, the manager can also provide some assistance to improve the performance on the PAIs.
- Portfolio life: PAIs indicators will be collected on a rolling basis or quarterly according to the KPI to monitor the portfolio effectively. An annual verification will be made.

Given the nature of the Gaia Renewables 1 Investments and its small team size, investees do not fall under the OECD Guidelines for Multinational Enterprises.

As outlined in the ESMS, the UN Guiding Principles on Business and Human Rights, especially the Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work and the International Bill of Human Rights, the compliance with minimum safeguards will be ensured as follows across the different stages of the investment process:

- Pre-investment phase: Verified during the origination, screening, and due diligence process.
- Investment Commitment: Investees will be required to commit and ensure compliance with these principles and rights in the letter of intent and the agreed legal contract structure.
- Portfolio life: An annual verification through a questionnaire will be made.

Gaia Renewables 1 considers principal adverse impacts on sustainability factors. Accordingly, Gaia undertakes to screen potential investments and monitor investments against the principal adverse impact indicators set out in the Regulatory Technical Standards. Furthermore, the Company will ensure that information regarding such principal adverse impacts on sustainability factors will be available in the annual statements following the closing of the relevant financial year of Gaia Renewables 1, where such data, indicators, and assessments are available. When no direct data is available, proxies shall be used.

Pursuant to the indicators set out in Annex 1 of the Regulatory Technical Standards under the EU 2019/2088 SFDR Regulation, the Company will endeavour to assess its investment opportunities and monitor the performance of its investees against:

- the mandatory Principal Adverse Impacts in Annex 1,
- two additional indicators were chosen for the Financial Product:

- Environmental Additional PAI #14: Natural species and protected areas
- Social Additional PAI #2: Rate of accidents.

Gaia Renewables 1's assessment of PAIs occurs at two stages in its investment lifecycle.

These are:

1. **Pre-investment Due Diligence:** As part of a comprehensive evaluation of a potential investee's sustainability factors, the Investment Committee will assess the investment opportunity against the identified PAIs. In addition, given the unique industry, geography, risk factors, or circumstances of the investee. The Investment Committee may choose, on a discretionary basis, to identify Additional PAIs relevant to the investee and mutually agree to track the individual investee's performance on an ad-hoc basis.
2. **Portfolio Monitoring and Reporting:** Gaia Renewables 1 will endeavour to periodically assess an asset's performance against the PAIs and disclosure the relevant indicators through its annual reporting requirements; the Company, through Gaia Fund Managers, retains the operational capacity to support the assessment, measurement, and reporting of its PAIs on the invested assets.

Gaia Renewables 1 will not knowingly approve any investment which could significantly harm the Sustainable Investment Objective and will ensure the proper exchange of information between the investment service providers, fund management, and its Board to ensure that all the investments underlying the Partnership qualify as sustainable in compliance with eligibility requirements further outlined in the ESMS.

## 6.6 Investment Strategy

In its endeavour to meet the Sustainable Investment Objective, the Gaia Renewables 1 adopts a broad-based but rigorous approach to its sustainable investment strategy – investing in assets with a primary focus on renewable energy contributing to climate change mitigation through the reduction of carbon emissions.

Gaia Renewables 1 has integrated sustainability considerations across all its stages of the investment processes.

The Company's guiding principles describe how the Sustainable Investment Objective will be achieved in alignment with their commitments. The elements outlined below are binding, and failure to meet any one of them is grounds for rejection.

Accordingly, Gaia Renewables 1 will adhere to the guiding principles as listed below:

- the Company will ensure that the adopted ESMS is fully communicated to, understood by, and implemented at all levels throughout the Company, including its investees;
- exclude investment activities outlined in the Gaia Exclusion List in line with IFC, EDFI Exclusion List, and BII Fossil Fuel Policy;
- assess investments against the minimum safeguards, good governance practices, Taxonomy Eligibility, and Principal Adverse Impacts;
- ensure ongoing compliance with minimum safeguards and good governance practices;
- ensure transparent and ongoing reporting of the pre-defined PAIs;
- implement the IFC Performance Standards and the World Bank Group's General Environmental and Health and Safety ("H&S") Guidelines to assess and manage ESG Risks of investments; and
- apply the Impact Management Project framework to assess and manage the impact risks of investments.

## 6.7 Good Governance Practices

The ESG factors framework incorporated into the Company's investment evaluation and monitoring processes (where applicable and material) include the following considerations on a governance level:

- King IV (on an apply and explain basis) as set out in 7.13;
- Corporate governance, sound management structures, and oversight;
- Tax compliance;
- Compliance with laws and regulations;
- Employee relations and remuneration of staff;
- Fraud, anti-bribery and anti-corruption controls; and
- Fraud & cyber security.

In the case of any gaps, the Company will assess such gaps and can determine a tailored mitigation clause to be implemented within a limited timeframe.

## 6.8 2X Challenge

Gaia Renewables 1 supports the 2X Challenge and through the leadership criteria complies with the 2X Criteria. Gaia Fund Managers support women as entrepreneurs, leaders, employees, and consumers and are committed to increase gender equality, reduce poverty, and promote a more inclusive and robust economic growth.



## SECTION 7: INFORMATION ABOUT THE COMPANY'S EXECUTIVE TEAM

Set out in the section below is information about the Company's executive committee

### 7.1 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:

<b>Name:</b>	Retha Meyer
<b>Age:</b>	40
<b>Nationality:</b>	South African
<b>Business address:</b>	146 Campground Road, Newlands, Cape Town, Western Cape, 7780
<b>Designation:</b>	Independent Chairperson
<b>Qualifications:</b>	CA (SA), Advanced Diploma in Organisational Leadership
<b>Occupation:</b>	CA (SA)
<b>Position held on statutory committees:</b>	Independent Chairperson of the Board of Directors

<b>Name:</b>	Louis Kotzé
<b>Age:</b>	50
<b>Nationality:</b>	South African
<b>Business address:</b>	146 Campground Road, Newlands, Cape Town, Western Cape, 7780
<b>Designation:</b>	Independent Non-Executive
<b>Qualifications:</b>	CA (SA)
<b>Occupation:</b>	Financial Consultant
<b>Position held on statutory committees:</b>	Independent Director

<b>Name:</b>	Anton-Louis Olivier
<b>Age:</b>	55
<b>Nationality:</b>	South African
<b>Business address:</b>	146 Campground Road, Newlands, Cape Town, Western Cape, 7780
<b>Designation:</b>	Independent Non-Executive
<b>Qualifications:</b>	M.Inst. Agrar. (Agricultural Economics), BEng (Mechanical)
<b>Occupation:</b>	Chief Executive Officer and Entrepreneur
<b>Position held on statutory committees:</b>	Independent Director

<b>Name:</b>	Renier de Wit
<b>Age:</b>	41

<b>Nationality:</b>	South African
<b>Business address:</b>	146 Campground Road, Newlands, Cape Town, Western Cape, 7780
<b>Designation:</b>	Managing Director: Gaia Fund Managers
<b>Qualifications:</b>	BCom (Actuarial Science), Fellow of the Institute of Actuaries (UK)
<b>Occupation:</b>	Investment Professional
<b>Position held on statutory committees:</b>	Director (since listing of GR1 on 22 October 2020)

<b>Name:</b>	Hendrik Andries Snyman
<b>Age:</b>	39
<b>Nationality:</b>	South African
<b>Business address:</b>	146 Campground Road, Newlands, Cape Town, Western Cape, 7780
<b>Designation:</b>	Chief Investment Officer: Gaia Fund Managers
<b>Qualifications:</b>	PhD (Engineering), MCom (Corporate Finance), MEng (Management), BEng (Industrial)
<b>Occupation:</b>	Investment Professional
<b>Position held on statutory committees:</b>	Director

<b>Name:</b>	Matthys Michiel Nieuwoudt
<b>Age:</b>	53
<b>Nationality:</b>	South African
<b>Business address:</b>	146 Campground Road, Newlands, Cape Town, Western Cape, 7780
<b>Designation:</b>	Executive Chairman: Gaia Fund Managers
<b>Qualifications:</b>	Pr Eng, BEng (Elec), MBA
<b>Occupation:</b>	Investment Professional
<b>Position held on statutory committees:</b>	Directors (since listing of GR1 on 22 October 2020)

## 7.2 Issuer Agent details

The Company has appointed the following Issuer Agent:

<b>Company Name:</b>	Gaia Fund Managers Proprietary Limited
<b>Represented by:</b>	Hendrik Snyman and Kilian Schabort
<b>Representatives' qualifications:</b>	Hendrik Snyman: PhD (Engineering), MCom (Fin Man.), MSc Eng, BEng, Kilian Schabort: BEng, MCom (Corporate Finance), CFA Charterholder
<b>Contact Details:</b>	146 Campground Road, Newlands, Cape Town, Western Cape, 7780 Contact details: Hendrik Snyman: Hendrik@gaia.group; +27 83 295 3667 Kilian Schabort: Kilian@gaia.group; +27 72 441 1772

### 7.3 Company Secretary details

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

<b>Company Name:</b>	The Office in Stellenbosch Proprietary Limited
<b>Business Address:</b>	8 Helderberg Street, Stellenbosch, 7600, Cape Town, South Africa
<b>Designation</b>	Company Secretary
<b>Contact Person:</b>	Marguerite Greeff
<b>Email:</b>	marguerite@sfo.co.za
<b>Tel:</b>	+27 (021) 883 9375

### 7.4 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

### 7.5 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	N/A	N/A

### 7.6 Details of any Person including Service Providers (other than a Director of the Company) who is beneficially interested in 5% or more of the Securities of the Company

Gaia Fund Managers holds 100% of the Ordinary Shares of the Company and will be classified as a controlling shareholder. There has been no change in controlling shareholder since the listing of the Company on CTSE in 2020. Gaia Fund Managers intends to subscribe for B Preference Shares a fund manager contribution, which will be less than 5% of the proposed maximum B Preference Shares to be issued.

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

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

No emoluments are receivable from a member of the Group with the Company incorporated just prior to the financial year end.

### 7.8 Directors' emoluments receivable from a member of the Group in respect of the current and prior 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. Independent Directors are remunerated R15,000 (Chairperson R17,500) per board meeting and for travel and other direct costs associated with carrying out their Director's duties.

### 7.9 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 an Asset Management Agreement with the Company to manage the investments with relation the A Preference Shares. Gaia Fund Managers has also entered into a B Pref Asset Management Agreement to manage the investments in relation to the B Preference Shares and the Company's investment into Investment SPV. This is detailed further in Section 8. There are no senior management changes expected for the following 2 years post Listing.

### 7.10 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.

### 7.11 Details of any incentive schemes

The Company has no incentive scheme.

### 7.12 Issuer's interests in Properties

The strategy of the Issuer is to indirectly invest in Climate Infrastructure through GACF. Prior to the Listing of the B Preference Shares, the Issuer has an indirect investment into Tsitsikamma Wind Farm through TCWF Investments SPV.

### 7.13 Advisory Committee

7.13.1 GACF's Advisory Committee will be appointed by GACF's board of directors as described in Section 6.4 of GACF's Offering Document.

7.13.2 The B Preference Share will be seen as a feeder entity of GACF. As per Section 4.7 in GACF's Offering Document:

7.13..1.1 The Portfolio Manager (Gaia Fund Managers) may establish additional vehicles(s) that will be admitted as a Shareholder in GACF, intended to be an intermediate conduit vehicle(s) (each, a "**Feeder Entity**") for purposes of facilitating, from a legal, tax or regulatory standpoint, an investment in GACF by certain categories of investors.

7.13..1.2 For purposes of any vote or consent of the Shareholders, any Feeder Entity will be permitted to split the vote represented by its Shares in order to reflect the proportionate vote of its underlying investors as if each of such Feeder Entity's underlying investors were admitted as Shareholder of GACF and entitled to vote as such.

## **7.14 Corporate Governance:**

### **Compliance or non-compliance with the King Code:**

#### **7.14.1 Particulars of the Company's policy for the appointment of Directors**

Directors are appointed by Gaia Fund Managers as the Manager and the only Ordinary Shareholder of the Company. Those directors in the employ of the Manager will be bound by the Financial Sector Conduct Authority 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 retained.

#### **7.14.2 Particulars of the Company's policy for Directors' remuneration**

Directors under the employ of Gaia Fund Managers will not be remunerated by the Company. The independent Directors will be remunerated R15,000 (R17,500 for the Chairperson) per Board meeting and for travel and other direct costs associated with carrying out Director's duties. As a result of this structure the Company doesn't have a remuneration committee in relation to the B Preference Shares.

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

##### **7.14.3.1 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 three independent non-executive Directors in Retha Meyer, Louis Kotzé and Anton-Louis Olivier.

The audit and risk committee charter and terms of reference include the monitor and advise on the following: (1) internal financial controls and accounting systems; (2) external audit; and (3) risk considerations.

##### **7.14.3.2 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 directors of which 2 are independent non-executives Directors, in Retha Meyer and Anton-Louis Olivier and Mich Nieuwoudt as executive director.

##### **7.14.3.3 Nominations Committee:**

The nominations committee comprises three independent non-executive Directors in Retha Meyer, Louis Kotzé and Anton-Louis Olivier.

#### **7.14.4 Reasons for non-compliance and plans, if any, to achieve compliance with the King Code**

As far as possible and where appropriate, the Board of Directors 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 Sub-Saharan African renewable energy assets. The Company will be managed by Gaia Fund Managers, an authorised FSP governed by the Financial Sector Conduct Authority regulations. The initial investors include a CIS portfolio which is governed by the CISC. 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. As per Section 6, the Sustainable Investment Objective is to invest in assets with a primary focus on renewable energy contributing to climate change mitigation through the reduction of carbon emissions. In order to reach this Sustainable Investment Objective, the Company needs to catalyse the infrastructure development cycle, ensure the required skills transfer takes place and ultimately providing access to sustainable clean energy.

## **7.15 Exchange Control**

**7.15.1** The summary of the exchange control provisions pertaining to the issue of Shares by and/or the holding of Shares in the Company is based on the current laws of South Africa that are applicable as at the date hereof. These may be subject to potential changes that could be made, which could be retrospective. The summary does not constitute any advice and is intended as a general guideline only. It is not intended to be a comprehensive statement of the applicable exchange control provisions that may be applicable to the issue of shares by and/or the holding of shares in the Company. Shareholders that are uncertain how to deal with any exchange control related matters should contact their own professional advisors without delay.

**7.15.2** The Exchange Control Regulations provide for restrictions on the exportation of capital from the Common Monetary Area (the "**CMA**"). The CMA consists of South Africa, the Republic of Namibia and the Kingdoms of Lesotho and eSwatini. Transactions between residents of the countries comprising the CMA and foreigners are subject to Exchange Control Regulations provisions, which are administered by the South African Reserve Bank (the "**SARB**").

**7.15.3** Various reforms have been made to the Exchange Control Regulations with a view to relax the rules pertaining to foreign investments. A considerable degree of flexibility is built into the system and the SARB has substantial discretionary powers in

approving or rejecting a specific application that has been submitted through an Authorised Dealer in foreign exchange appointed by the SARB. The relaxations of the provisions of the Exchange Control Regulations are contained in the Currency and Exchanges Manual for Authorised Dealers. As provided for in the Exchange Control Regulations, the SARB has also delegated to Authorised Dealers the power to approve certain transactions, without the SARB's prior approval.

**7.15.4** It was announced in the 2020 South African Budget that the Exchange Control Regulations will be replaced by a new capital flow management framework and regulations. Previously a distinction was made between residents, non-residents and emigrants. These concepts were described as follows –

**7.15.4.1** a resident means any person, being a natural person or a legal entity, who has taken up permanent residence, is domiciled or registered in South Africa;

**7.15.4.2** a resident means any person, being a natural person or a legal entity, who has taken up permanent residence, is domiciled or registered in South Africa;

**7.15.4.3** a non-resident means any person, being a natural person or a legal entity, whose place of residence, domicile or registration is outside the CMA; and

**7.15.4.4** an emigrant means a South African resident who has left South Africa to take up permanent residence or has been granted permanent residence in a country outside the CMA.

**7.15.5** It should be appreciated that a South African resident will only be regarded as an emigrant if he/she has formally recorded the emigration with the SARB in respect of the provisions that applied up to 28 February 2021. Shareholders that are not clear under which category they fall, should approach their relevant Authorised Dealer to request confirmation and the tax treatments pertaining to their holding of Shares in the Company.

**7.15.6** The concept of "emigration" as recognised by the SARB is being phased out with effect from 1 March 2021. Exchange Control Circular 6/2021 dated 26 February 2021 and 8/2021 dated 21 May 2021 set out the changes in relation to emigrants with effect from 1 March 2021. Instead of the formal concept of "emigration" being recognised, it has now been substituted with a verification process by the SARB. From 1 March 2021, natural person residents and natural person emigrants are treated identically. The process of blocking an emigrant's remaining assets fell away and is treated as normal fund transfers in line with any other foreign capital allowance transfer. Authorised Dealers can now allow the transfer of assets of an emigrant abroad provided the natural person has ceased to be a resident of South Africa, has obtained a tax compliance status confirmation from SARS and is tax compliant upon verification of such confirmation. To ensure a smooth transition from the previous framework to the new framework, natural persons that applied to emigrate under the previous framework by obtaining an MP336(b) form that was attested to by an Authorised Dealer on or before 28 February 2021, will be dealt with under the previous framework should their emigration applications have been approved on or before 28 February 2021. Shareholders should consult their relevant Authorised Dealer should they be unsure of their status or the way in which they need to deal with their shareholding in the Company.

**7.15.7** Given the fact that the shares of the Company are listed on the CTSE, the Company is subject to the Exchange Control Regulations. There are no restrictions on the part of residents to acquire shares detailed in this Pre-listing Statement.

#### **7.16.8 Applicants resident outside the CMA**

**7.16.8.1** In terms of the Exchange Control Regulations of South Africa, non-residents of the CMA to whom this Listing Particulars Document is addressed, may acquire B Preference Shares, provided that payment is received in foreign currency or in Rand from a non-resident account. All acquisitions by non-residents in respect of the above must be made through an Authorised Dealer in foreign exchange. Shares subsequently re-materialised and in certificated form, will be endorsed "Non-Resident".

**7.16.8.2** With reference to non-residents, Shares in the Company are credited directly to the shares account of the relevant CSDP or Broker controlling their portfolios and an appropriate electronic entry will be made in the relevant register reflecting a "non-resident" endorsement.

**7.16.8.3** A similar process applies to shares held by emigrants in the Company as these Shares will be credited to the emigrant's share account of the relevant CSDP or Broker controlling their remaining portfolios and a similar electronic entry will be made in the relevant register reflecting a "non-resident" endorsement (which may be held to the order of the Authorised Dealer concerned under whose auspices the person's remaining assets are held, should it be relevant in the case of emigrants). In the case of emigrants whose assets are controlled by an Authorised Dealer, notifications by emigrants must be made through such Authorised Dealer in order to subscribe for Shares.

**7.16.8.4** To the extent that one is dealing with a former resident of the CMA who has emigrated from South Africa such person may use funds in the emigrant's capital account to acquire Shares details in this Listing Particulars Document. In such instance –

- all payments in respect of the acquisition of B Preference Shares by a private individual who ceased to be a resident for tax purposes in South Africa, using funds from such emigrant's account, must be made through the Authorised Dealer in foreign exchange controlling the remaining assets;
- any B Preference Shares acquired pursuant to the use of funds from a private individual's capital account who ceased to be resident for tax purposes in South Africa, will be credited to their blocked share accounts at the CSDP controlling their remaining portfolios;

- B Preference Shares subsequently re-materialised and issued in certificated form, will be endorsed "Non-Resident" and will be sent to the Authorised Dealer through whom the payment was made,
- if applicable, refund monies payable in respect of unsuccessful applications or partly successful applications, as the case may be, for shares in the Company (if applicable) emanating from emigrant capital accounts, will be returned to the Authorised Dealer through whom the payments were made, for credit to such emigrant's capital account; and

**7.16.8.5** Shareholders resident outside the CMA should note that, where B Preference Shares are subsequently re-materialised and issued in certificated form, such share certificates will be endorsed "Non-Resident" in terms of the Exchange Control Regulations.

#### **7.16.9 General**

**7.16.9.1** A person who is not resident in the CMA should obtain advice as to whether any government and/or legal consent is required and/or whether any other formality must be observed to enable receipt of the Listing Particulars Document.

**7.16.9.2** This Pre-listing Statement is accordingly not an offer in any area or jurisdiction. In such circumstances, this Listing Particulars Document is provided for information purposes only.

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## SECTION 8: CONTRACTS OF SIGNIFICANCE AND DOCUMENTS AVAILABLE FOR INSPECTION

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

### 8.1 Asset Management Agreement

At the listing of the Ordinary Shares and the A Preference Shares of the Company, the A Pref Asset Management Agreement was made available at the Company's registered office. The B Pref Asset Management Agreement is noted below, but other than disclosed, the Directors are not aware, having made due and careful enquiry, of any other contracts involving cash flows amounting to or valued equal to 10% or more of the aggregate of the Company's share capital and reserves within the 2 years immediately preceding the announcement of the Listing Particulars Document.

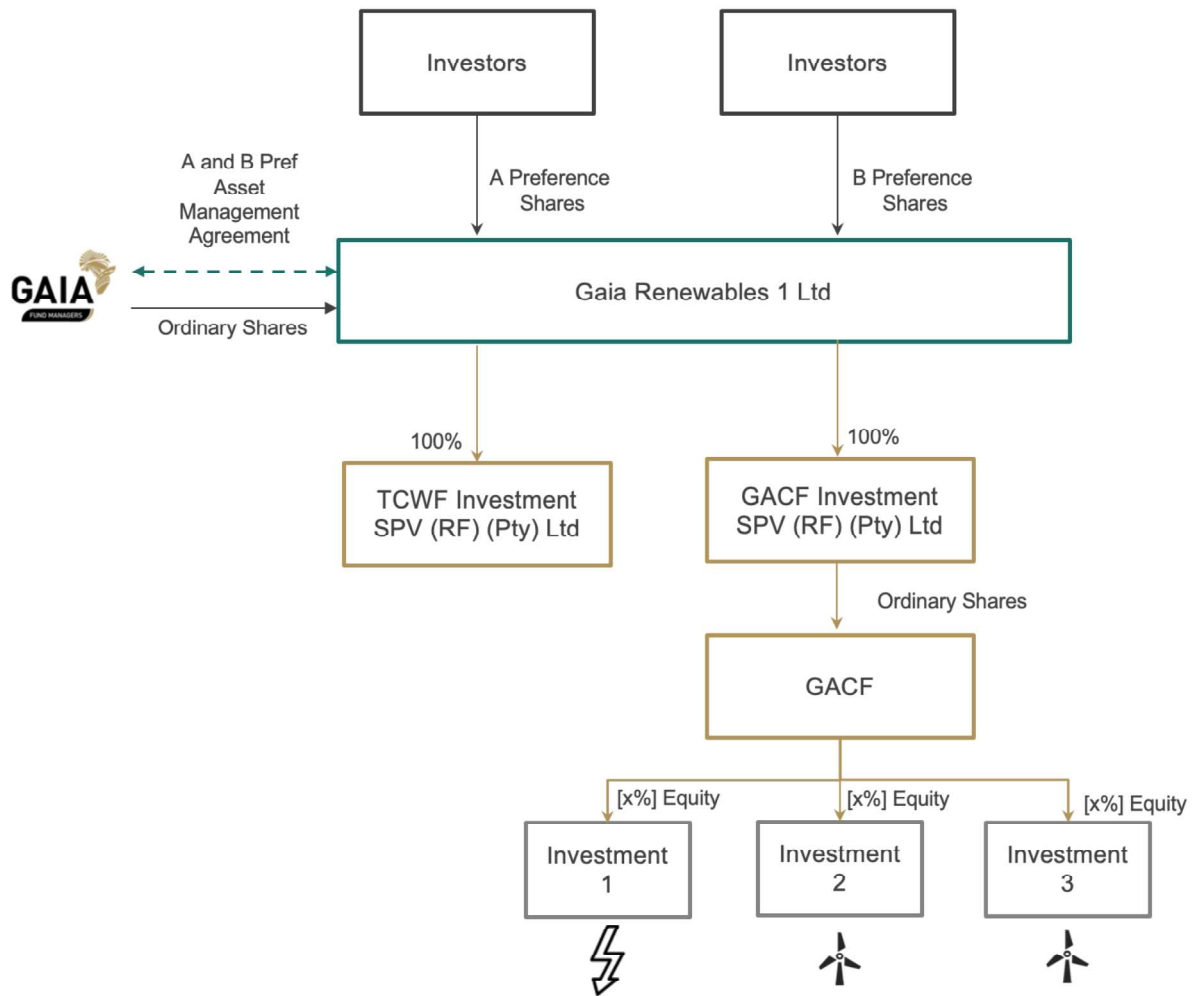
### 8.2 Details of where and when documents may be inspected

The following documents, or certified copies thereof, will be available for inspection by Shareholders at any time during normal business hours at the Company's registered office, from the issue date of this Listing Particulars Document until Friday, 7 June 2024 (both days inclusive):

- 8.2.1 the MOI;
- 8.2.2 service agreements with Directors, the Company Secretary, accountant, and auditors;
- 8.2.3 the pro forma financial information of the Company;
- 8.2.4 the Board of Directors and Issuer Agent's report on the pro forma financial information.
- 8.2.5 Gaia Renewables 1 Integrated Report for the year ending 2022 and 2023; and
- 8.2.6 other documents related to Investment SPV's investment into GACF.

## ANNEXURE 1: GROUP STRUCTURE

The Group structure pursuant to the listing of the Ordinary, A Preference Shares and now B Preference Shares is provided in the Figure below.





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## ANNEXURE 2: EXTRACTS FROM THE MOI

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

### 2.1 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 determine the preferences, rights, limitations, or other terms of any Shares.

6.3.9 vary any preference rights, limitations or other terms attaching to any class of Shares; or

6.3.10 change the name of the Company,

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

### 2.2 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 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 adopted by the holders of Shares of that class at a separate meeting. In such instances, the holders of such Shares will be allowed to vote at the combined general meeting of all Shareholders, subject to clause 23.2. No resolution of Shareholders in respect of such amendment shall be proposed or passed, unless a Special Resolution of the holders of the Shares of that class approves the amendment.

### 2.3 Debt Instruments

13.1 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 13.2, 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..

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

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

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

### 2.4 Acquisition by the Company of its own shares

17.1 Subject to the CTSE Listing Requirements, the provisions of the Act, including section 48, and the further provisions of this clause 17

17.1.1 the Board may, subject to clause 17.3, determine that the Company acquire a number of its own Shares; and

17.1.2 the board of any Subsidiary of the Company may, subject to clause 17.4, determine that such Subsidiary acquire Shares of the Company, but –

17.1.2.1 not more than 10%, in aggregate, of the number of issued Shares of any class may be held by, or for the benefit of, all of the subsidiaries of the Company, taken together; and

17.1.2.2 no voting rights attached to those Shares may be exercised while the Shares are held by that Subsidiary and it remains a Subsidiary of the Company; and

17.1.2.3 those Shares shall not be entitled to participate in any distribution by the Company.

Any decision by the Company to acquire its own Shares must satisfy the CTSE Listing Requirements and the requirements of section 46.

## **2.5 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 one 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 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; or

23.2.2 if any resolution is proposed as contemplated in clause 0, in which event the holders of such Shares ("Affected Shareholders") shall be 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 ("Affected Shares") shall not carry any special rights or privileges and each Affected Shareholder shall be entitled to 1 vote for every Affected Share held.

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 five 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, the chairperson of the meeting.

## **2.6 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 In the event that 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, PREFERENCE SHARE COMMITMENT AGREEMENT, B PREFERENCE SHARE TERMS AND CESSION AND PLEDGE AGREEMENT**

Set out below are extracts from the Asset Management Agreement for the B Preference Shares, the B Preference Share Commitment Agreement, the B Preference Share Terms and Cession and Pledge Agreement (collectively the "Agreements"). Words and expressions defined in the Agreements shall, when used herein, bear the same meanings as ascribed to them in the Agreements.

### **ASSET MANAGEMENT AGREEMENT**

#### **3.1 Clause 3 – Duration and Termination**

This Agreement commences on the 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 the Client Parties in accordance with the provisions of this Agreement as read with the Services Schedule.

4.2 Notwithstanding anything to the contrary in this Agreement, the Manager may elect to outsource, at GR1 or the Manager's cost, from time to time, certain functions, including legal advisory, administrative, company secretarial and accounting functions to third party service providers, provided that the Investment SPV shall not be liable in any form or manner to the third party service providers for the service so rendered. The Manager shall procure that the third party service providers perform any work outsourced to it diligently and prudently.

#### **3.3 Clause 6 – Payment of Upfront Costs and Other Costs**

6.1 Payment of Upfront Listing Costs and other costs

6.1.1.1 the Continual Pref Listing Fees, payable by GR1 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. GR1 must pay the Continual Pref Listing Fees to the relevant third party service provider within 5 Business Days of the Manager issuing an invoice to GR1;

6.1.1.2 the Continual Common Listing Fees, payable by GR1 on terms similar as set out in Clause 6.1.1.1 In accordance with the Preference Share Terms, the Continual Common Listing Fees shall constitute a Permitted Deduction under the Preference Share Terms;

6.1.1.3 the Structuring and Investment Expenses, payable by the Investment SPV against implementation of, or the occurrence of the following events - (i) listing of GR1 on an Applicable Exchange, (ii) the implementation of the relevant Preference Share Subscription Agreement and the issuance of the relevant Preference Shares contemplated therein to the relevant Subscribers; (iii) the subscription by GR1 for ordinary shares in the Investment SPV; (iv) the subscription by Investment SPV for ordinary shares in GACF and (v) prior to the Investment SPV paying any distributions to GR1 and said amounts shall either be paid in whole or in full within 5 Business Days of the Manager issuing a receipt to the Investment SPV and the latter deducting the applicable amounts prior to making any distributions or subscription amounts received;

6.1.1.4 the Investment SPV Operational Expenses, which are payable by the Investment SPV within 5 Business Days of receipt of an invoice from the Manager, the Investment SPV Operational Expenses will, once payment has been made, constitute a Permitted Deduction under the Preference Share Terms;

6.1.1.5 the Upfront Listing Costs, which amounts are payable by GR1 from the proceeds of the relevant Preference Share Subscription Agreement, which will be paid by the Holders to the Manager and/or GR1 (to the extent that they paid such costs) against implementation of, or the occurrence of the following events: (i) the listing of the Preference Shares on the Applicable Exchange, (ii) the implementation of the relevant Preference Share Subscription Agreement and the issue of the Preference Shares contemplated therein to the Holder; (iii) the subscription by GR1 for ordinary shares into the Investment SPV; and;

- 6.1.1.6 the Preference Share Agent Operational Expenses, which are payable by GR1 by no later than 7 days after the Preference Share Agent has issued to GR1 and GR1 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.
- 6.1.2 If the Manager intends to or is required to incur any reasonable expenses or to procure third party services consistent with 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 provide loan funding to GR1 (as contemplated in the GR1 MOI) and (2) submit to GR1 details of the proposed expenses so incurred and GR1 Board shall be required to reimburse the Manager and/or the Ordinary Shareholders for such expenses reasonably incurred.
- 6.1.3 If any non-budgeted expense arises which (1) is not a budgeted cost or expense as contemplated in Clause 6.1 and (2) the Manager considers it a common expense and (3) the expense is associated with (i) GR1's listing or continued listing on any Applicable Exchange, (ii) GR1, (iii) the Investment SPV, (iv) GACF, (v) an Investment and/or (vi) the issuance of further shares as contemplated under the GR1 MOI, ("Common Additional Operating Expense"), such costs will be pro-rated and attributable to GR1 in accordance with the principles in Clauses 6.1.1.2, unless that costs can be attributable to the Investment SPV.
- 6.2 Any Manager Additional Expenses incurred and approved, but not paid shall bear interest at 10% per year 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 GR1.
- 6.3 If the Manager incurred any Manager Additional Expenses and either the Investment SPV's board and/or GR1 Board refuse to reimburse the Manager in accordance with Clause 6.1.1.6, 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 GR1 for determination, who shall act as experts and not as arbitrators, and in making their determination, the auditors of GR1 shall consider whether or not (i) the Manager, the Investment SPV's board and the GR1 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.
- 6.4 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.
- 6.5 All amounts payable pursuant to this Agreement shall, unless otherwise stated, be exclusive of any VAT.
- 6.6 No Party will be entitled to set-off any amounts owed to any other Party under this Agreement against amounts owing to it by any other Party under any other agreement.

## **COMMITMENT AGREEMENT**

### **3.4 Clause 7 – The Subscriptions**

- 7.1 The Subscriber shall, with effect from the Subscription Date, subscribe for the Subscription Shares at the Subscription Price.
- 7.2 The Parties record that the Company is obliged under the Investment SPV Subscription Agreement to subscribe for Investment SPV Shares in an amount equal to the aggregate Subscription Prices and that the Company's CSD Account is the bank account of the Investment SPV. The Subscriber shall pay the relevant aggregate Subscription Prices to the Company by no later than the Subscription Date by electronic transfer into the Company's CSD Account and such payment shall discharge the Subscriber's obligation to pay the relevant aggregate Subscription Prices to the Company.
- 7.3 The Company shall, subject to payment by the Subscriber of the aggregate Subscription Prices pursuant to Clause 7.2 –

- 7.3.1 in the case where the Shares trade on a dematerialised basis on the Relevant Exchange, on the Subscription Date cause the Subscription Shares to be delivered, in dematerialised form, by crediting the Subscription Shares to the Subscriber's CSD Account;
- 7.3.2 on the Subscription Date procure that name of the Subscriber is entered in the securities register of the Company as the holder and owner of the Subscription Shares;
- 7.3.3 ensure that the Subscription Shares are listed on the Applicable Exchange on or as soon as practicable after the Subscription Date; and
- 7.3.4 pay the Upfront Listing Costs in respect of the Subscription Shares and provide for initial Operational Expenses and Investment SPV Operational Expenses (as determined by the Board, acting reasonably), it being recorded that no issue duty is payable.
- 7.4 In the case where the Shares trade on a dematerialised basis on the Relevant Exchange, the CSD will hold the Subscription Shares issued in uncertificated form, subject to applicable laws.
- 7.5 If and while Subscription Shares are held in a 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 the Subscription (after Upfront Listing Costs and providing for initial Operational Expenses and Investment SPV Operational Expenses) to discharge the obligation of the Company to subscribe for shares in the Investment SPV, who shall use such proceeds to invest in the GACF, who will in turn from time to time acquire Climate Infrastructure, as determined by the Investment Committee.
- 7.7 All amounts payable in terms of this Agreement and not paid on due date shall attract interest at a rate equal to 10% per year, 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 the Subscription on the Subscription Date.

### **3.5 Clause 11 – Subscriber Undertakings, Waivers and Confirmations**

- 11.1 The Subscriber confirms that the Investment Documents have been made available to the Subscriber for perusal and consideration.
- 11.2 The 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.
- 11.3 The 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.
- 11.4 The Subscriber undertakes –
  - 11.4.1 to sign and deliver a Listings Waiver;
  - 11.4.2 to vote in favour of all such shareholders resolutions and provide all such waivers and consents in its capacity as shareholder of the Company for purposes of the Subscription;
  - 11.4.3 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 Applicable Exchange.
- 11.5 The Subscriber irrevocably and unconditionally waives any pre-emptive or similar right (whether under the MOI or the Applicable Exchange Listings Requirements) to subscribe for Shares (excluding any Shares issued pursuant to the Subscription) issued by the Company for a subscription price up to the Subscription Price escalated at 8% per year

(the "Permitted Amount"), and confirm that the Company may issue further Shares up to the Permitted Amount without having first offered such Shares to the Subscriber, provided that such Shares are issued in compliance with the Applicable Exchange Listings Requirements (other than any requirement that such Shares must first be offered to the Subscriber on a pro rata basis).

## **B PREFERENCE SHARE TERMS**

### **3.6 Clause 4 – Dividend Rights**

The B 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 B Pref shall confer upon the B Holder thereof the right to have B Pref Dividends declared and paid out of any Available B Pref Cash from time to time, all in terms of the B Pref Terms contained in these B Pref Terms.

4.1.2 The B Pref Dividends in respect of the B 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 B Pref Dividends**

4.2.1 Each B Holder registered as such on each Dividend Payment Date shall have the right to receive and be paid on each Dividend Payment Date the B 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 B 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 B Pref Dividend.

4.2.3 The Company shall declare and pay the B Pref Dividend on each Dividend Payment Date in respect of each B Pref.

4.2.4 Should any amount be due and payable by the B Holders to the Preference Share Agent in terms of Clause 1.1, 3.3.8, 12.11 or 12.12 on the record date for participation in a B Pref Dividend, the Company shall be entitled (but not obliged), and the B Holders shall have authorised the Company, to apply the after-Tax proceeds (or applicable portion thereof) of such B Pref Dividend in discharge of the B 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 B Holders exceeds the after-Tax proceeds of the B Pref Dividends, then the B Holders shall remain liable, pro rata to their proportionate holdings of the Outstanding B Prefs, to pay to the Preference Share Agent such remainder.

#### **4.3 Declaration of B Pref Dividends**

4.3.1 Each B Pref Dividend shall become payable on its Dividend Payment Date in accordance with the provisions of these B Pref Terms.

4.3.2 If any B Pref Dividend of any B Pref is not paid on its Dividend Payment Date, such amounts shall bear interest at a rate equal to 10% per year, calculated from 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 B Prefs shall be redeemed from Available B Pref Cash in accordance with the provisions of this Clause 5.

#### **Scheduled Redemption**

5.1 The Company shall, subject to the Priority of Payments, redeem each Outstanding B Pref on the date not later than 10 Business Days after the Investment SPV Disposal Date (the "Scheduled Redemption Date") by paying the

Redemption Amount of each such Outstanding B Pref to its B Holder (and the Company shall, prior to such redemption, pay all outstanding B Pref Dividends in respect of that B Pref to its B Holder).

5.2 Compulsory Early Redemption

5.2.1 Upon the occurrence of a Trigger Event set out in Clauses 8.1 to 8.13 (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 B Prefs on a date set out in the Enforcement Notice, by –

5.2.2.1 declaring and paying all B Pref Dividends, where appropriate; and

5.2.2.2 thereafter redeeming the Outstanding B Prefs at the applicable Redemption Amount.

5.2.3 Should any amount be due and payable by the B Holders to the Preference Share Agent in terms of clause 1.1.33.8, 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 B Holders shall have authorised the Company, to apply the after-Tax proceeds (or applicable portion thereof) of such Redemption Amount in discharge of the B 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 B Holders exceeds the after-Tax proceeds of the Redemption Amount, then the B Holders shall remain liable, pro rata to their proportionate holdings of the Outstanding B Prefs on such date to pay to the Preference Share Agent such remainder.

5.3 Redemption Amounts

5.3.1 A B Pref may only be redeemed -

5.3.1.1 in accordance with the B Pref Terms, in cash only from the proceeds of the B 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 B Pref Terms, from the profits or reserves of the Company that are attributable to the B Pref Return and the Investment SPV Shares; and

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

5.3.2 On the Actual Redemption Date of a B Pref -

5.3.2.1 the Redemption Amount payable on each B Pref to be redeemed shall be the aggregate amount of any B Pref Return received by the Company as at the Actual Redemption Date, divided by the aggregate number of B Prefs in issue as at the Actual Redemption Date; 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 B Pref Return received by the Company.

5.3.3 Should any amount be due and payable by the B Holders to the Preference Share Agent in terms of Clause 1.1.33.8, 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 B Holders shall have authorised the Company, to apply the after-Tax proceeds (or applicable portion thereof) of such Redemption Amount in discharge of the B 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 B Holders exceeds the after-Tax proceeds of the Redemption Amount, then the B Holders shall remain liable, pro rata to their proportionate holdings of the Outstanding B 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 a B Pref, redeem that B Pref on the Actual Redemption Date for that B Pref by authorising and paying the Redemption Amount in respect of that B Pref to the B Holder holding that B Pref.
- 5.4.2 If any B Pref is redeemed and the Redemption Amount of any such B Pref is not paid on the Actual Redemption Date of that B Pref, such amounts shall bear interest at a rate equal to 10% per year, 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 a B Holder in South Africa on the redemption of any B Prefs for any reason. To the extent that any B Holder becomes liable to pay such STT or any other similar Tax in South Africa, the Company shall pay to the relevant B Holder on demand an amount equal to such STT and/or other similar Tax paid by that B Holder and the Company hereby indemnifies and holds that B Holder harmless accordingly.
- 5.4.4 Where the Company is obliged to redeem the B Prefs the Company shall be entitled to redeem the B 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 B Prefs in accordance with the terms herein.
- 5.4.5 In the case of partial redemption if there is more than one B Holder, the Company must redeem a pro rata number of the Outstanding B Prefs of each B Holder.
- 5.4.6 Against payment of the Redemption Amount of any Outstanding B Pref the applicable B Holder shall, provided that all the outstanding B Pref Dividends in respect of that Outstanding B Pref have been paid, instruct its CSD or authorised user to deliver the B Prefs to the Company in uncertificated form in accordance with the CSD Rules. For as long as the B Prefs are listed on the Applicable Exchange, –
- 5.4.6.1 the redemption and partial redemption of the B Pref shall take place in accordance with the CSD Rules and Applicable Laws; and
- 5.4.6.2 the details of any redemption or partial redemption of B Prefs will be announced on the news services of the Applicable Exchange in such manner and within such time lines as may be required by Applicable Exchange 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 B Pref Cash, immediately upon receipt of such Available B Pref Cash, for application in accordance with Clause 7.2.
- 7.2 All Available B 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 B Class Fund;
- 7.2.2 thereafter, to the full extent possible taking into account the remaining amount of Available B Pref Cash, to pay or make provision for –
- 7.2.2.1 any Operational Expenses of the Company allocated to the B Class Fund in the reasonable discretion of the Board;
- 7.2.2.2 the Continual Common Listing Fees (on behalf of the B Holders in terms of and subject to the Management Agreement); and
- 7.2.2.3 the Continual B Pref Listing Fees (for and on behalf of the B Holders in terms of and subject to the Management Agreement);



- 7.2.3 thereafter, to the extent to which there is still remaining Available B Pref Cash and to the fullest extent possible, as follows –
- 7.2.3.1 in the case of Available B Pref Cash consisting of Disposal Proceeds, at the Company's election (i) to retain such amount in the Class B Bank Account, or (ii) to redeem Outstanding B Prefs (in proportion to the aggregate capital values of the Outstanding B Prefs held by each B Holder) in accordance with Clause 5;
- 7.2.3.2 in the case of Available B Pref Cash not consisting of Disposal Proceeds, as to 100% of such Available B Pref Cash, to make Distributions to the B 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 retain such proceeds to fund the working capital requirements of the Company.

### 3.9 Clause 8 – Trigger Events

Each of the events set out in this Clause 8 is a Trigger Event (however arising).

#### 8.1 No declaration

8.1.1 The failure by the Company to declare any B 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 a B 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 B 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 B Holders' rights under the Finance Documents without having obtained the prior approval of the Majority B Holders by way of ordinary resolution.

8.7 Finance Documents

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).

8.7.1 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 B 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 B 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 Investment 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 Re-investment

The Company re-invests any Disposal Proceeds without having obtained the prior approval of the Majority B Holders, by way of ordinary resolution.

8.11 Disposals

The Company disposes of the Investment SPV Shares without having obtained the prior approval of the Majority B Holders, by way of ordinary resolution.

8.12 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 against the Company or the Investment 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.

8.13 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 B 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 8.13 will occur if the relevant circumstances arise not as a result of any action (or inaction) of the Company.

8.14 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 B Holders do not approve such new structure proposed by the Company.

3.10 **Clause 12 – Preference Share Agent**

12.1 Each B 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 B Holder's behalf;

12.1.2 for receiving and holding (on behalf of the B Holders) the documentation listed in clause 4.5 (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 B 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 B Holder to proceed with such Enforcement Action as instructed by the Majority B Holders. In so acting the Preference Share Agent shall not be required to have regard to the interests of any individual B Holder and shall have no liability to any such B Holder for so acting unless due to gross negligence, or wilful or fraudulent acts or omissions.

12.5 It is recorded that the memorandum of incorporation of the Preference Share Agent ("PSA MOI") provides as follows –

12.5.1 the Majority B 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, requires the approval of the Majority B Holders in order to be valid.
- 12.6 Nothing in these B 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 B 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 B Holders or the Majority B 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 B 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 B 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 B 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 B Holders or Majority B Holders, as the case may be.
- 12.12 The B 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 B 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 12 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 B Holders to and in favour of the Preference Share Agent in terms of this Clause, the B Holders hereby authorise the Company to make such payment to the Preference Share Agent for and on behalf of the B 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 B Holders at any time when a dispute between a B 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 B 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 B Holder's name, place and stead to –
- 13.1.1 take delivery of any physical assets that the B 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 B 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.

## **CESSION AND PLEDGE AGREEMENT**

- 3.12** 1.1 Definitions
- 1.1.5 "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;
- 1.1.6 Cedent" means Gaia Renewables 1 Limited (formerly Gaia Fund 1 Limited) (registration number 2020/0113877/06), a limited liability public company incorporated in accordance with the laws of South Africa;
- 1.1.7 "Cession" means the pledge and cession in securitatem debiti of the Ceded Rights by the Cedent to the Cessionaries in terms of Clause 4.4;
- 1.1.8 "Cessionaries" means the B Holders from time to time, herein represented by the Custodian (as agent for and on behalf of the B Holders), and "Cessionary" shall refer to any one of them, as the context may require;
- 1.1.22 "Parties" means the Cedent and the Cessionaries, and "Party" shall refer to any one of them, as the context may require;

### **Clause 2 – Introduction**

- 2.1 In terms of the Preference Share Terms, each of the B Holders has appointed the Custodian as its agent (whether or not by or through employees or agents) for the purposes set out in Clause 3 of this Agreement. The Custodian has agreed to accept such appointment as a stipulation for the benefit of the B Holders, on the terms and conditions set out in this Agreement.
- 2.2 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 Cessionaries, jointly and severally, (herein represented by the Custodian), on the terms and conditions contained in this Agreement.
- 2.3 The Parties wish to record the terms and conditions governing the cession and pledge and associated arrangements contemplated in this Clause 2.

### **Clause 3 – Preference Share Agent & Custodian**

- 3.1 Each Cessionary has appointed the Custodian in rem suam as to be its attorney with the full power and authority of the relevant Cessionary and has authorised and empowered the Custodian –

- 3.1.1 to enter into this Agreement, and to receive all entitlements and proceeds, on behalf of the Cessionaries;
- 3.1.2 represent the Cessionaries in their dealings with the Cedent, as stipulated in this Agreement;
- 3.1.3 for receiving and holding (on behalf of the Holders) the documentation listed in Clause 7;
- 3.1.4 for taking or implementing any Enforcement Action, in the name of and for and on behalf of the Cessionaries, (together with such powers and discretions as are reasonably incidental thereto); and
- 3.1.5 discharging all obligations incumbent on the Cessionaries as contemplated in the Share Terms, as such terms are constituted as at the first Subscription Date.
- 3.2 The Custodian therefore concludes this Agreement, for and on behalf of the Cessionaries, and the Custodian will represent the Cessionaries in their dealings with the Cedent and any other applicable person in terms of the Finance Documents in respect of the matters listed in Clause 3.1.
- 3.3 Other than the appointment of the Custodian as agent in relation to the performance by the Custodian of the actions contemplated in Clause 3.1, 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.
- 3.4 Under the Share Terms –
- 3.4.1 none of the Cessionaries may themselves take any Enforcement Action, and may only procure that such Enforcement Action is taken via the Custodian, as contemplated in this Clause 3 as read with the relevant provisions of the Share Terms; and
- 3.4.2 the Custodian is irrevocably authorised by each Cessionary to proceed with such Enforcement Action as instructed by the Majority B Holders. In so acting the Custodian shall not be required to have regard to the interests of any individual Cessionary and shall have no liability to such Cessionary for so acting unless due to gross negligence, or wilful or fraudulent acts or omissions.
- 3.5 Nothing in the Share Terms or any Finance Document constitutes the Custodian as a trustee or fiduciary of any other person.
- 3.6 Notwithstanding any other provision of any Finance Document to the contrary, the Custodian 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.
- 3.7 Under the Share Terms, following the occurrence of a Trigger Event and for the period during which such Trigger Event is continuing to the satisfaction of the Cessionaries –
- 3.7.1 the giving of any written notice to the Custodian shall constitute due notice to the Cessionaries; and
- 3.7.2 the giving of any written consent, approval, indulgence or the like by the Custodian shall constitute the giving of such consent, approval, indulgence or the like by the Cessionaries or the Majority B Holders (as may be applicable).
- 3.8 Unless caused directly by its gross negligence, wilful misconduct or fraud, the Custodian shall not accept responsibility or be liable for –
- 3.8.1 the adequacy, accuracy and/or completeness of any information (whether oral or written) supplied by the Cessionaries or any other person given in or in connection with any Finance Document;
- 3.8.2 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
- 3.8.3 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.

- 3.9 The Custodian shall not be –
- 3.9.1 bound to enquire as to whether any Trigger Event has occurred;
- 3.9.2 bound to account to any Cessionary for any sum or the profit element of any sum received by it for its own account;
- 3.9.3 under any obligations other than those which are specifically provided for in this Agreement, the Share Terms and the Finance Documents;
- 3.9.4 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 Cessionaries;
- 3.9.5 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;
- 3.9.6 bound to investigate –
- 3.9.6.1 the execution, delivery, legality, validity, effectiveness, adequacy, genuineness, enforceability or admissibility in evidence of any Finance Document;
- 3.9.6.2 any recitals, statements, warranties or representations of any party to any Finance Document;
- 3.9.6.3 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);
- 3.9.6.4 the capacities, powers or credit standing of any party to any of the Finance Documents;
- 3.9.7 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.
- 3.10 Under the Share Terms, the Cessionaries promptly indemnify the Custodian against, and shall pay to the Custodian any properly evidenced cost, loss or liability incurred by the Custodian as a result of –
- 3.10.1 acting in its capacity or performing its functions as “Preference Share Agent” under and in terms of the Finance Documents;
- 3.10.2 investigating or taking any other action in connection with any event which it reasonably believes is a Trigger Event; or
- 3.10.3 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised.
- 3.11 Under the Share Terms, the Cessionaries indemnify the Custodian and hold the Custodian 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 Custodian in connection with acting in its capacity and/or performing its functions as “Preference Share Agent” under and in terms of the Finance Documents.
- 3.12 Under the Share Terms, if any dispute arises between any Cessionary and the Custodian arising out of anything done, or omitted to be done, by the Custodian in connection with acting in its capacity and/or performing its functions as “Preference Share Agent” under and in terms of the Finance Documents –



- 3.12.1 such Cessionary shall deliver written notice ("Holder Notice") to the Custodian which sets out the facts and/or circumstances which have given rise to the applicable dispute; and
- 3.12.2 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 Custodian of a Holder Notice, the Custodian 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 ("Expert"), acting as an expert and not as an arbitrator.
- 3.13 The provisions of this Clause 3 constitute a stipulatio alteri in favour of the Cessionaries which is capable of acceptance by any Cessionary at any time.

#### **Clause 4 – Pledge and Cession in Security**

##### **4.1 Reinstatement**

If any discharge, release or arrangement is made by the Cessionaries in whole or in part on the basis of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration, business rescue or otherwise, without limitation, then the liability of the Cedent under this Agreement will continue or be reinstated as if the discharge, release or arrangement had not occurred.

##### **4.2 Waiver of Defences**

The obligations of the Cedent under this Agreement will not be affected by an act, omission, matter or thing which, but for this Clause 4.2, would reduce, release or prejudice any of its obligations under this Agreement (without limitation and whether or not known to the Cedent or the Cessionaries) including –

- 4.2.1 any time, waiver or consent granted to, or composition with the Cedent or any other person;
- 4.2.2 the release of the Cedent or any other person under the terms of any composition or arrangement with any creditor;
- 4.2.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, the Cedent or any other person, or any non-presentation or non-observance of any formality or other requirement in respect of any instrument, or any failure to realise the full value of any Security;
- 4.2.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the shareholders or status of the Cedent or any other person;
- 4.2.5 any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case, however fundamental, of whatsoever nature and whether or not more onerous) or replacement of any Finance Document or any other document or Security including without limitation any change in the purpose of, any extension of, or any increase in any facility or the addition of a new facility under any Finance Document or other document or Security;
- 4.2.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security;
- 4.2.7 any Insolvency Event or similar proceedings; or
- 4.2.8 any other fact or circumstance arising on which the Cedent might otherwise be entitled to rely on a defence based on prejudice, waiver or estoppel.

##### **4.3 Cedent Intent**

Without prejudice to the generality of this Clause 4, the Cedent expressly confirms that it intends that this Agreement shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any amount scheduled or otherwise expressed to be required to be paid under any of the Finance Documents until the Discharge Date.

#### 4.4 Pledge and Cession in Security

Subject to Clause 4.6, 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 Cessionaries, jointly and severally, (herein represented by the Custodian), which cession and pledge the Custodian (as agent for and on behalf of the Cessionaries) hereby accept.

#### 4.5 Perfection

4.5.1 The Parties hereby confirm and agree that the Cedent shall, on or before the 1st Subscription Date, deliver to the Custodian -

4.5.1.1 the share certificates in respect of the Pledged Shares;

4.5.1.2 the share transfer forms in respect of the Pledged Shares, duly completed and signed (but undated) and otherwise in blank as to the transferee; and

4.5.1.3 a copy of a resolution of the board of directors of the Investment 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 Cessionaries of their rights hereunder.

4.5.2 The Cedent shall –

4.5.2.1 replace any share transfer forms delivered in accordance with the provisions of this Clause 4.5 by further signed share transfer forms as often as so reasonably requested by the Cessionaries and deliver such forms to the Custodian; and

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

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

#### 4.6 Dividends, Voting and Ceded Rights

4.6.1 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 Cessionaries in accordance with the provisions of this Agreement, the Cedent shall be entitled, subject to the provisions of the Finance Documents and Clause 4.1.1.5, to exercise all voting and other rights (including 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 4.6 shall automatically terminate on the date on which a Trigger Event occurs.

4.6.2 To the extent that it is necessary in terms of applicable law or otherwise, the Cessionaries hereby agree 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 Investment SPV in respect of the Pledged Shares, provided that no breach of the Secured Obligations has occurred and is continuing or is likely to occur as a result.

#### 4.7 Duration

4.7.1 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.

4.7.2 When the pledge of the Pledged Shares and the cession of the Ceded Rights terminates in accordance with Clause 4.7.1 the Custodian shall, to the extent that such documents have been delivered to it pursuant to Clause 4.5 and to

the extent that the Cessionaries have not exercised their rights under and in terms of Clause 4.11, 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 Custodian in accordance with the provisions of Clause 4.5, within 10 Business Days after receipt of written request by the Cedent, provided that the Discharge Date has occurred.

#### 4.8 Continuing Covering Security

The obligations of the Cedent as contemplated in this Agreement are irrevocable and shall operate as continuing covering security for the Cedent's obligations under and in terms of the Secured Obligations, and shall continue to be of full force and effect until the Discharge Date notwithstanding –

- 4.8.1 any intermediate discharge or settlement of, or fluctuation in, the Cedent's obligations arising under or in connection with the Secured Obligations (or any of them), in which event the cession and pledge contained in this Agreement shall operate as security for any indebtedness of the Cedent subsequently arising in favour of the Cessionaries;
- 4.8.2 the Cedent's legal disability and/or any variation or amendment of or addition to or deletion from or cancellation or termination of any agreement giving rise to any of the rights of the Cessionaries against the Cedent;
- 4.8.3 any latitude, indulgence or extension of time which may be allowed or shown by the Cessionaries (or the Custodian as their agent);
- 4.8.4 the receipt by the Cessionaries of any dividend or benefit in any insolvency, liquidation, business rescue proceedings or any compromise or composition whether in terms of any statutory enforcement or the common law; and/or
- 4.8.5 the release by the Cessionaries, in whole or in part, of any security and/or the release by the Cessionaries of the Cedent from some, but not all, of the applicable Secured Obligations.

#### 4.9 Warranties, Representations and Undertakings

- 4.9.1 Each warranty, representation and undertaking set out in this Agreement shall be a separate warranty, representation and undertaking and shall in no way be limited or restricted by reference to or inference from the terms of any other warranty, representation and/or undertaking.
- 4.9.2 The Cedent acknowledges that it makes the representations and give the warranties and undertakings in this Agreement with the intention of inducing the Cessionaries (represented by the Custodian) to enter into the Finance Documents and that the Cessionaries have entered into the Finance Documents on the basis of, and in full reliance on, each such warranty, representation and undertaking.
- 4.9.3 The warranties, representations and undertakings set out below shall be continuing and shall be deemed to be repeated on each day from the Signature Date until the Discharge Date.
- 4.9.4 The Cedent hereby warrants to and in favour of the Cessionaries that, with effect from the Signature Date –
  - 4.9.4.1 it has the legal capacity and has taken all necessary action required to empower and authorise it to enter into this Agreement;
  - 4.9.4.2 this Agreement constitutes an agreement valid and binding on it and enforceable against it in accordance with its terms;
  - 4.9.4.3 the execution of this Agreement and the performance of its obligations hereunder does not and shall not –
    - 4.9.4.3.1 contravene any law or regulation to which it is subject;
    - 4.9.4.3.2 contravene any provision of its constitutional documents;
    - 4.9.4.3.3 conflict with, or constitute a breach of any of the provisions of any other agreement, obligation, restriction or undertaking which is binding on it; or

- 4.9.4.3.4 result in the creation or imposition of (or enforceability of) any encumbrance on any of its assets or the provisions of any agreement or document, save for as contemplated in this Agreement;
- 4.9.4.4 it is not aware of the existence of any fact or circumstance that may impair its ability to comply with all of its obligations in terms of this Agreement;
- 4.9.4.5 it is entering into this Agreement as principal (and not as agent or in any other capacity);
- 4.9.4.6 the natural person who signs and executes this Agreement on its behalf is validly and duly authorised to do so;
- 4.9.4.7 no other party is acting as a fiduciary for it;
- 4.9.4.8 it is not relying upon any statement or representation by or on behalf of any other party, except those expressly set forth in this Agreement;
- 4.9.4.9 all authorisations, approvals, consents, licences, exemptions, filings, regulations, notarisations and other matters, official or otherwise, required of the Cedent in connection with the entry into and performance by the Cedent and the validity and enforceability against it of this Agreement have been obtained or effected and, if obtained and effected, are in full force and effect and all fees (if any) payable by the Cedent in connection therewith, if due, have been paid and there has been no default in the performance of any of the terms or conditions thereof which is material to the effectiveness of any of the foregoing;
- 4.9.4.10 as at the Signature Date, no -
- 4.9.4.10.1 action, legal proceeding or other procedure or step contemplated by the definition of Insolvency Event; or
- 4.9.4.10.2 creditors' process contemplated by the definition of Insolvency Event, has been taken, or threatened in relation to the Cedent, and no Insolvency Event applies to the Cedent;
- 4.9.4.11 for so long as it qualifies as the Cedent for purposes of this Agreement, it is not Financially Distressed (as defined in the Companies Act);
- 4.9.4.12 as at the Signature Date, the assets of the Cedent, fairly valued, exceed its liabilities determined in accordance with the International Financial Reporting Standards;
- 4.9.4.13 the obligations of the Cedent under this Agreement will rank at least simultaneously and in equal measure with all of the Cedent's other unsecured indebtedness;
- 4.9.4.14 the Pledged Shares pledged and the Ceded Rights ceded by the Cedent to the Cessionaries under this Agreement have not been pledged, ceded (either outright or as security), discounted, factored, mortgaged under notarial bond or otherwise disposed of or hypothecated to anyone else, and the Cedent agrees, without prejudice to anything contained in this Agreement, that should it nevertheless transpire that it has at any time pledged, ceded or otherwise disposed of any of the rights, title and/or interest in and to any of the Pledged Shares and/or the Ceded Rights held by it, then this Agreement will operate as a pledge and cession of all the Cedent's reversionary rights and all the Cedent's remaining right, title and interest in and to such Pledged Shares and/or Ceded Rights held by it, including all the Cedent's rights of action whatsoever against any prior cessionary, pledgee or other person of such Pledged Shares and/or Ceded Rights for the time being;
- 4.9.4.15 it is and will remain the sole and beneficial owner of all the Pledged Shares and the Ceded Rights, to the exclusion of all others, and no person will have an option, right of first refusal and/or analogous right over any such Ceded Rights and/or Pledged Shares; and
- 4.9.4.16 if the Cedent is required to give notice to or obtain consents or waivers from any third party to pledge and cede the Pledged Shares and/or Ceded Rights under this Agreement, all such notices have been given and consents or waivers obtained.
- 4.9.5 The Cedent undertakes and agrees -

- 4.9.5.1 that if it is required to give notice to or obtain consents or waivers from any third party to pledge or cede any of the Pledged Share and/or Ceded Rights under this Agreement, it will obtain those third party consents before the Signature Date
- 4.9.5.2 in respect of the Ceded Rights for which the Cedent may hold promissory notes, bills of exchange, cheques or other liquid documents, not to pledge or otherwise encumber such promissory notes, bills of exchange, cheques or other liquid documents;
- 4.9.5.3 not to exercise any or all rights in respect of the Ceded Rights and/or Pledged Shares which it may have which will be in conflict with the rights of the Cessionaries (or any of them) in terms of this Agreement and/or any other Finance Document
- 4.9.5.4 to sign all other documents which the Cessionaries may, in their sole discretion, regard as necessary to give effect to this Agreement;
- 4.9.5.5 from time to time, and within 5 Business Days of written demand by the Cessionaries, to make such entries in or endorsements on its records relating to this Agreement as the Cessionaries may reasonably require;
- 4.9.5.6 not to do any wilful act or suffer any wilful omission, or wilfully permit any other person to do any act or suffer any omission, which will have or may be calculated to have the effect of materially diminishing or adversely affecting the rights of the Cessionaries hereunder or the value or effectiveness of the security conferred by the pledge of the Pledged Shares or the cession of the Ceded Rights in terms of this Agreement;
- 4.9.5.7 that it may not Dispose of, cede, assign, transfer or pledge or in any other manner encumber or deal with the Ceded Rights and/or Pledged Shares without the prior written consent of the Majority B Holders, which consent will not be unreasonably withheld or delayed, save as permitted pursuant to the Finance Documents;
- 4.9.5.8 to allow the Cessionaries and/or their duly authorised representatives, upon reasonable written notice by the Cessionaries, such reasonable rights of access to and right of inspection of such of its books, records and financial information as the Cessionaries may from time to time reasonably require for purposes of ascertaining or verifying any information with regard to the Ceded Rights and/or Pledged Shares; and
- 4.9.5.9 to prevent any variation of the rights relating to the Ceded Rights and/or Pledged Shares or any of them, which could reduce their value; and
- 4.9.5.10 that, after the initiation of any Enforcement Action by the Cessionaries, it will forthwith pay over to the Cessionaries any benefit of any nature accrued and/or received in respect of the Ceded Rights and/or the Pledged Shares held by it on and after the date of occurrence of the Trigger Event giving rise to the Enforcement Action, by depositing the same into a nominated account as the Cessionaries may from time to time direct in writing.
- 4.10 Additional Security
 

This Agreement is in addition to and not in substitution for any other security held or hereafter to be held by the Cessionaries from any person in connection with the Secured Obligations or otherwise and the Cessionaries shall, without prejudice to its rights hereunder, be entitled to release any such additional security held by it.
- 4.11 Realisation
  - 4.11.1 Should a Trigger Event occur and be continuing, the Cessionaries shall be entitled to pursue any Remedy available in law including any one of the forms of relief set out in Clauses 4.11.2 to 4.11.5, which shall only be capable of exercise in the circumstances contemplated in this Clause 4.11.1.
  - 4.11.2 Upon initiation of any Enforcement Action the Cessionaries may, in their discretion, effect transfer of the Pledged Shares (or any of them) and/or an outright cession of the Ceded Rights (or any of them) into their own name or the name of their nominee(s), with the intention to do so not as beneficial owner(s) but as a temporary repository pending disposal of such Ceded Rights and/or Pledged Shares or pending the realisation of the applicable Ceded Rights and/or Pledged Shares or the underlying value thereof, in pursuance of the pledge and cession recorded in this Agreement, whether in terms of Clause 4.11.3 or 4.11.4.

- 4.11.3 Whether or not the Cessionaries have effected transfer of the Pledged Shares (or any of them) and/or an outright cession of the Ceded Rights (or any of them) in terms of Clause 4.11.2, they may elect to effect transfer of the applicable Pledged Shares and/or an outright cession of the applicable Ceded Rights into their own name (or the name(s) of their nominee(s)) as beneficial owner(s)), to the extent permitted in law, in which event a fair market value of those Ceded Rights and/or Pledged Shares, as the case may be, at the time the election is made, shall be agreed in writing between the Parties. Failing written agreement as to the applicable fair market value within 5 Business Days of the Cessionaries' aforesaid election, the fair market value of the applicable Ceded Rights and/or Pledged Shares, as the case may be, will be determined by an Independent Auditor, which Independent Auditor shall act as an expert and not as an arbitrator. Any amount by which the fair market value of the Ceded Rights and/or Pledged Shares (determined in accordance with this Clause 4.11.3) exceeds the amounts owing by the Cedent to the Cessionaries in respect of the Secured Obligations shall be paid by the Cessionaries to the Cedent within 5 Business Days of the agreement as to, or the determination of, the fair market value therefor, provided that the Cedent shall be liable for any shortfall in respect of such amounts. The Cedent shall be responsible for and shall pay such Independent Auditor's charges for determining the fair market value for the Ceded Rights and/or Pledged Shares, as the case may be. If the Cessionaries shall have paid the Independent Auditor, the same shall be recoverable from the Cedent on demand.
- 4.11.4 Upon the initiation by the Cessionaries of any Enforcement Action and without first obtaining an order of court, the Cessionaries shall, to the extent permitted in law, be entitled to –
- 4.11.4.1 exercise all the rights, powers and privileges attaching to the Ceded Rights and/or Pledged Shares (or any of them);
- 4.11.4.2 sell, assign, transfer or otherwise dispose of or realise the Ceded Rights and/or Pledged Shares (or any of them), or to realise the underlying value of the Ceded Rights and/or Pledged Shares (or any of them) in such manner by public auction or by private treaty (on an arm's length basis) and on such terms as may appear to it most expedient;
- 4.11.4.3 institute legal proceedings which it may deem necessary in connection with the Ceded Rights and/or Pledged Shares (or any of them);
- 4.11.4.4 give good, valid and sufficient receipts and discharges for the purchase price or proceeds of the Ceded Rights and/or Pledged Shares (or any of them) or the proceeds of any underlying assets; and
- 4.11.4.5 effect transfer of the Pledged Shares (or any of them) and/or convey valid title in the Ceded Rights (or any of them) on behalf of the Cedent, using the power of attorney granted to the Cessionaries in terms of Clause 6.
- 4.11.5 The Parties agree that from the date of occurrence of a Trigger Event, the Cessionaries shall be entitled, jointly and severally, to exercise the voting rights attaching to the Pledged Shares, and to receive all Distributions and other amounts payable in respect of the Pledged Shares and/or Ceded Rights (for application in accordance with the provisions of Clause 4.12).
- 4.11.6 Notwithstanding anything to the contrary contained in this Agreement, the Cessionaries shall not be obliged to take any particular steps to collect or otherwise enforce any rights in respect of any of the Ceded Rights and/or Pledged Shares (or any of them).
- 4.12 Appropriation of Proceeds
- The Cessionaries may appropriate all amounts received pursuant to the collection, sale or other realisation of the Ceded Rights and/or Pledged Shares (or any of them), firstly to pay any taxes that are or will become payable by the Cedent pursuant to such collection, sale or other realisation of the Pledged Shares and/or the Ceded Rights, thereafter to pay all costs and expenses in connection with the realisation of the Pledged Shares and/or the Ceded Rights (including any securities transfer tax or any other tax that may be imposed), and thereafter to the repayment of amounts due and payable under the Secured Obligations.

## **Clause 12 - Assignment**

- 12.1 No Cessionary shall be entitled to cede or delegate any of its rights or obligations under this Agreement without the prior approval of the Majority B Holders in accordance with the Preference Share Terms, unless such transfer is to another B Holder and pursuant to the Disposal by that Cessionary of its B Prefs (in whole or in part).

- 12.2 Subject to Clause 12.1, a Cessionary shall be entitled and obliged to cede, delegate or assign a pro rata portion of its rights or obligations under this Agreement, without the prior written consent of the Cedent.
- 12.3 To the extent that any such cession and/or delegation gives rise to a splitting of claims against the Cedent, the Cedent hereby agrees and consents to such splitting of claims.
- 12.4 The Cedent shall not cede and/or delegate any or all of its rights and/or obligations under this Agreement without the prior written consent of the Cessionaries.

#### **GAIA AFRICA CLIMATE FUND OFFERING DOCUMENT**

- 3.13 The Portfolio Manager may establish additional vehicle(s) that will be admitted as a Shareholder in the Fund, intended to be an intermediate conduit vehicle(s) (each, a "Feeder Entity") for purposes of facilitating, from a legal, tax or regulatory standpoint, an investment in the Fund by certain categories of investors. For purposes of any vote or consent of the Shareholders, any Feeder Entity will be permitted to split the vote represented by its Shares in order to reflect the proportionate vote of its underlying investors as if each of such Feeder Entity's underlying investors were admitted as Shareholder of the Fund and entitled to vote as such. The organizational documents of any Feeder Entity will be made available to any Shareholder upon the written request of such Shareholder.

## ANNEXURE 4: PRE-CONTRACTUAL DISCLOSURE FOR THE FINANCIAL PRODUCTS REFERRED TO IN ARTICLE 9, PARAGRAPHS 1 TO 4A, of REGULATION (EU) 2019/2088 AND ARTICLE 5, FIRST PARAGRAPH, of REGULATION (EU) 2020/852

Annex A – SFDR Annex

Template pre-contractual disclosure for the financial products referred to in Article 9, paragraphs 1 to 4a, of Regulation (EU) 2019/2088 and Article 5, first paragraph, of Regulation (EU) 2020/852

**Product name:** Gaia Africa Climate Fund S.A., SICAV-RAIF

### Sustainable investment objective

Does this financial product have a sustainable investment objective?	
<input checked="" type="radio"/> <input checked="" type="radio"/> <input checked="" type="checkbox"/> <b>Yes</b>	<input type="radio"/> <input type="radio"/> <input type="checkbox"/> <b>No</b>
<input checked="" type="checkbox"/> It will make a minimum of <b>sustainable investments with an environmental objective: 90%</b>	<input type="checkbox"/> It <b>promotes Environmental/Social (E/S) characteristics</b> and while it does not have as its objective a sustainable investment, it will have a minimum proportion of ____% of sustainable investments
<input checked="" type="checkbox"/> in economic activities that qualify as environmentally sustainable under the EU Taxonomy	<input type="checkbox"/> with an environmental objective in economic activities that qualify as environmentally sustainable under the EU Taxonomy
<input checked="" type="checkbox"/> in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy	<input type="checkbox"/> with an environmental objective in economic activities that do not qualify as environmentally sustainable under the EU Taxonomy
<input type="checkbox"/> It will make a minimum of <b>sustainable investments with a social objective: ____%</b>	<input type="checkbox"/> with a social objective
	<input type="checkbox"/> It promotes E/S characteristics, but <b>will not make any sustainable investments</b>

Gaia Africa Climate Fund S.A., SICAV-RAIF (the “Fund”) aims to invest in secondary/ brownfield equity/ replacement capital investments with a primary focus on (1) Renewable energy contributing to climate change mitigation through the reduction of carbon emissions and a secondary focus on (2) clean water production as secondary contributing to sustainable protection of water and marine resources (hereinafter referred to as the “Sustainable Investment Objective”).

The Fund’s mission is to play a catalytic role in promoting a sustainable project development cycle and crowd in more investors at all stages of the funding ecosystem by (1) providing exit opportunities for primary investors to enable them to recycle their capital into new greenfield projects and (2) drawing in private capital into the project funding ecosystem.

In particular, the Fund aims to reach its Sustainable Investment Objective by catalysing the infrastructure development cycle, ensuring skills transfer, and ultimately providing access to sustainable clean energy by:

- v. **Recycling Development Capital**  
Accelerate the climate infrastructure project development snowball by providing a clear exit path and allowing greenfield developers to recycle their capital into new projects.
- vi. **Providing Access to Clean Electricity**  
Prioritise and promote exemplary governance structures, policies, and procedures to ensure effective operation and continued supply of clean electricity.
- vii. **Increase in access to clean water, sanitation, and hygiene (“WASH”)**  
Prioritise and promote exemplary governance structures, policies, and procedures to ensure effective operation and continued supply of clean water production.
- viii. **Job Creation and development of Local Skills**  
Create jobs and effect direct upskilling and skill transfer in investee companies to develop a local skilled workforce to support a sustainable local industry.



The Sustainable Investment Objective of the Fund takes an environmental facet as it directly contributes to the EU Environmental Objectives. Sustainable Investments will contribute to **Climate Change Mitigation** in alignment to the Taxonomy Regulation, and may potentially also qualify under Objective 3, **Sustainable use and protection of water and marine resources**.

As no delegated act is currently available for Objective 3, the percentage of alignment to the Taxonomy cannot be calculated. However, once the European Commission has outlined the requirements for Taxonomy Objective 3, Sustainable Investments will be assessed, monitored, and reported on accordingly.

No index has been selected as a reference benchmark for the Fund as no EU-approved index is currently available in the market in alignment with the Fund's investment strategy. Nonetheless, GAIA Africa Climate Fund will monitor and report on the progress of its portfolio by providing stakeholders with an indication of the performance of its Key Performance Indicators ("KPIs") against its baseline and pre-set targets. As outlined in the following section, KPIs align with the [UN Sustainable Development Goals](#) ("UN SDGs") and [IRIS+](#).

### What sustainability indicators are used to measure the attainment of the sustainable investment objective of this financial product?

To measure the attainment of the Sustainable Investment Objective of the Fund, identified KPIs at Portfolio Level will be measured, monitored, and reported. Most KPIs are aligned to the IRIS+ framework, while additional tailored indicators have been identified on a case-by-case basis.

IMPACT OBJECTIVE	UN SDGs	KEY PERFORMANCE INDICATORS
i. Recycling Development Capital	SDG 7.2, 7.b SDG 9.a SDG 13	<ul style="list-style-type: none"> <li>• <b>Number of private capital investments</b> made in the brownfield phase of the lifecycle.</li> <li>• <b>Number &amp; Percentage of exit opportunities</b> provided to investors disaggregated by type of investor</li> </ul>
ii. Providing Access to Clean Electricity	SDG 7.2, 7.b SDG 13.a	<ul style="list-style-type: none"> <li>• <b>Reduced GHG Emissions (IRIS+ PI2764)</b>  Amount of greenhouse gas (GHG) emissions avoided by the organization during the reporting period.</li> <li>• <b>Energy generated for Sale: Renewable (IRIS+ PI5842)</b>  Amount of renewable energy generated and sold to off-taker (s) during the reporting period.</li> <li>• <b>Target stakeholder Socioeconomics (IRIS+ PD2541)</b> Describes the socioeconomic groups of stakeholders targeted by the organization as the end of the reporting period disaggregated by Lower or Lower middle income.</li> </ul>
iii. Increase in access to clean water, sanitation, and hygiene ("WASH")	SDG 6.1	<ul style="list-style-type: none"> <li>• <b>Number of households and Business Connections (IRIS+ PI8053)</b>  Number of residential and commercial connections to utilities and services provided by the organization as of the end of the reporting period.</li> <li>• <b>Public Water Point Coverage (IRIS+ PI3218)</b>  Number of individuals within a coverage region (defined by a municipality, district, or designated service area) who have primary water access through a public tap as of the end of the reporting period.</li> <li>• <b>Target stakeholder Socioeconomics (IRIS+ PD2541)</b> Describes the socioeconomic groups of stakeholders targeted by the organization as of the end of the reporting period disaggregated by Lower income and Lower middle income.</li> </ul>
iv. Job creation and development of local skills	SDG 4.4 SDG 8.5	<ul style="list-style-type: none"> <li>• <b>Employee training and Transition Programmes Offered (IRIS+ OI3368)</b>  Describes the type and scope of programs implemented and assistance provided during the reporting period to upgrade employee skills.</li> <li>• <b>Permanent employees (IRIS+ OI8869)</b>  Number of people in paid employment with the organization as of the end of the reporting period, whether they are full-time or part-time.</li> <li>• <b>Target Stakeholder Demographics (IRIS+ PD5752)</b>  Describes the demographic groups of stakeholders targeted by the organization disaggregated by Gender, Race/ Ethnicity/ Minority status (Historically marginalized groups/ Dominant culture populations).</li> </ul>

### How do sustainable investments not cause significant harm to any environmental or social sustainable investment objective?

The Fund is committed to measuring the negative impacts of its Sustainable Investments by implementing the best sustainability market practices across its investment process. The Fund has integrated sustainability considerations across all its stages of the investment processes, and sustainability due diligence will be completed on investees prior to the investment decision. In particular, investments are screened and assessed against the following:

- GAIA Africa Climate Fund Exclusion List in line with IFC and EDFI Exclusion List
- BII Fossil Fuel Policy
- Minimum Safeguards (The OECD Guidelines for Multinational Enterprises, UN Guiding Principles on Business & Human Rights, The Declaration of the International Labour Organisation on Fundamental Principles and Rights at work & The International Bill of Human Rights)
- Taxonomy technical screening criteria
- Good Governance Practices (IFC Corporate Governance and Business Integrity)
- Principal Adverse Impacts (“PAIs”)
- IFC Performance Standards (“IFC PS”), to assess & categorize ESG risks
- World Bank Group’s General Environmental and Health and Safety (“H&S”) Guidelines (“WBG EHS Guidelines”)
- Impact Management Project (“IMP”) framework, use the Impact due diligence on the investees.

*How have the indicators for adverse impacts on sustainability factors been taken into account?*

The Fund considers principal adverse impacts on sustainability factors. Accordingly, GAIA undertakes to screen potential investments and monitor investments against the principal adverse impact indicators set out in the Regulatory Technical Standards. Furthermore, GAIA will ensure that information regarding such principal adverse impacts on sustainability factors will be available in the annual statements following the closing of the relevant financial year of the respective Fund, where such data, indicators, and assessments are available. When no direct data is available, proxies shall be used.

The indicators for Principal Adverse Impacts (“PAIs”) on sustainability factors are taken into account by the Fund, in close collaboration with the AIFM and the investment manager, during the due diligence process, prior to the investment decision, and during the life of the investment. In particular mandatory PAIs (or proxies when not available) and two additional PAIs will be monitored and reported annually. Where no data is available, proxies shall be used.

Pursuant to the indicators set out in Annex 1 of the Regulatory Technical Standards under the EU 2019/2088 SFDR Regulation, GAIA will endeavour to assess its investment opportunities and monitor the performance of its investees against:

- the mandatory Principal Adverse Impacts in Annex 1,
- two additional indicators were chosen for the financial product.

The additional PAIs considered are as follows:

- Environmental Additional PAI #14: Natural species and protected areas
- Social Additional PAI #2: Rate of accidents.

Compliance with the mandatory and additional SFDR PAIs are stipulated in the Fund’s Environment and Social Management System, which the Board of Directors has adopted.

Pursuant to the indicators set out in Annex 1 of the Regulatory Technical Standards under the EU 2019/2088 SFDR Regulation, GAIA Fund Managers Proprietary Limited, acting as the investment advisor of the Fund (“GAIA”), will endeavour to assess its investment opportunities and monitor the performance of its investees against the PAIs as follows:

- **Due diligence process:** Principal Adverse Impacts indicators (or proxies if no direct data is available) are collected before the investment decision during the due diligence phase. They may lead to deciding not to invest or a mitigation plan.
- **Investment Commitment:** The term sheets may include a mitigation plan in case of gaps. In that case, GAIA can also provide some assistance to improve the performance on the PAIs.
- **Portfolio life:** Principal Adverse Impacts indicators will be collected on a rolling basis or quarterly according to the KPI to monitor the portfolio effectively. An annual verification will be made.

*How are the sustainable investments aligned with the OECD Guidelines for Multinational Enterprises and the UN Guiding Principles on Business and Human Rights?*

Given the nature of the Fund Investments and small team size, investees do not fall under the OECD Guidelines for Multinational Enterprises.

As outlined in the Environmental and Social Management System (“ESMS”), the UN Guiding Principles on Business and Human Rights, especially the Declaration of the International Labour Organisation on Fundamental Principles and Rights at Work and the International Bill of Human Rights, the compliance with minimum safeguards will be ensured as follows across the different stages of the investment process:

- **Pre-investment phase:** Verified during the origination, screening, and due diligence process
- **Investment Commitment:** Investees will be required to commit and ensure compliance with these principles and rights in the term sheets.
- **Portfolio life:** An annual verification through a questionnaire will be made.

The information to be disclosed on principal adverse impacts on sustainability factors pursuant to Article 11(2) of Regulation (EU) 2019/2088, is available in the Fund’s periodic publications.

**Does this financial product consider principal adverse impacts on sustainability factors?**



Yes



No

Please see above.



**What are the binding elements of the investment strategy used to select the investments to attain the sustainable investment objective?**

The Fund's guiding principles describe how the Sustainable Investment Objective will be achieved in alignment with Fund's commitments. The elements outlined below are binding, and failure to meet any one of them is grounds for rejection. Accordingly, the Fund will adhere to the Guiding Principles as listed below:

- The Fund will ensure that the adopted ESMS is fully communicated to, understood by, and implemented at all levels throughout the Fund, including its investees.
- Exclude investment activities outlined in the Gaia Exclusion List as set out in the Fund's ESMS in line with IFC, EDFI Exclusion List, and BII Fossil Fuel Policy
- Assess investments against the Minimum Safeguards, Good Governance practices, Taxonomy Eligibility, and Principal Adverse Impacts
- Ensure ongoing compliance with Minimum Safeguards and Good Governance practices
- Ensure transparent and ongoing annual reporting of the pre-defined Principal Adverse Impacts
- Implement the IFC Performance Standards ("IFC PS") and the World Bank Group's General Environmental and Health and Safety (H&S) Guidelines (WBG EHS Guidelines) to assess and manage ESG risks of investments.
- Apply the Impact Management Project ("IMP") to assess and manage the impact risks of investments.



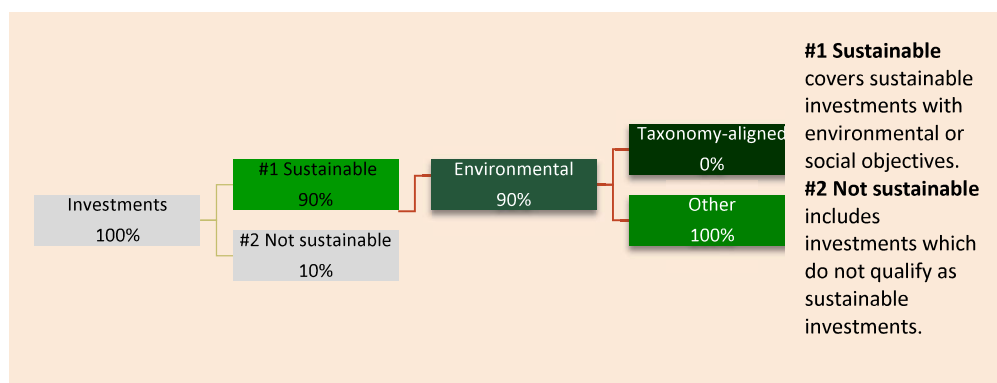
**What is the policy to assess good governance practices of the investee companies?**

The ESG factors framework incorporated into Gaia's investment evaluation and monitoring processes (where applicable and material) include the following considerations on a governance level:

- Corporate governance, sound management structures, and oversight;
- Tax compliance;
- Compliance with laws and regulations;
- Employee relations and remuneration of staff;
- Fraud, anti-bribery and anti-corruption controls; and
- Fraud & cyber security.

In the case of any gaps, the Fund will assess such gaps and can determine a tailored mitigation clause to be implemented within a limited timeframe.

**What is the asset allocation and the minimum share of sustainable investments?**



The Fund will not make investment that are not fitting its investment strategy and consequently, the Fund commits to invest at least 90% of its assets in investments considered as sustainable under the SFDR (#1 Sustainable).

The Sub-Fund is only allowed to keep up to 10% of its assets in liquid instrument to ensure the right level of liquidity (#2 Not sustainable).

100% of the sustainable investments of the Fund (#1 Sustainable) have environmental objectives.

Out of the sustainable investments with environmental objectives, 0% will be taxonomy aligned. The current minimum extent of Taxonomy alignment of the Fund Environmentally Sustainable Investments is set at 0% of Fund Commitments (as determined on the basis of the total amounts invested) as:

- It might be difficult to collect data from secondary investments to prove their taxonomy alignment;
- Investee activities may not yet be covered by the EU Taxonomy; and
- The Taxonomy Regulation is not yet exhaustive given that no Delegated Acts and Technical Screening criteria have been defined for Objective 3 for which percentage of alignment to the Taxonomy cannot be calculated. However, once the European Commission has outlined the requirements for such an Objective of the Taxonomy, sustainable investments will be assessed, monitored, and reported on accordingly.

The allocations set out above are only applicable after an initial period of thirty six (36) months (unless otherwise approved by the Board of Directors) following the Initial Closing and shall not be applicable during any given divestment period.

#### How does the use of derivatives attain the sustainable investment objective?

The financial product does not intend to use derivatives.

#### To what minimum extent are sustainable investments with an environmental objective aligned with the EU Taxonomy?

##### Does the financial product invest in fossil gas and/or nuclear energy related activities that comply with the EU Taxonomy<sup>1</sup>?

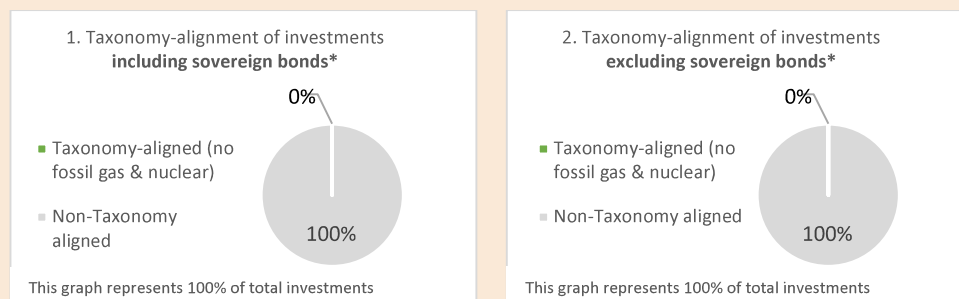
Yes:

☐ In fossil gas ☐ In nuclear energy

☒ No

In the avoidance of doubt, the Fund will not make any investments into fossil fuel and/or nuclear activities. In addition, the Fund does not intend to invest in sovereign bonds. Therefore the first graph (1. Taxonomy-alignment of investments including sovereign bonds\*) does not apply.

**The two graphs below show in green the minimum percentage of investments that are aligned with the EU Taxonomy. As there is no appropriate methodology to determine the taxonomy-alignment of sovereign bonds\*, the first graph shows the Taxonomy alignment in relation to all the investments of the financial product including sovereign bonds, while the second graph shows the Taxonomy alignment only in relation to the investments of the financial product other than sovereign bonds.**



**\*For the purpose of these graphs, 'sovereign bonds' consist of all sovereign exposures**

##### What is the minimum share of investments in transitional and enabling activities?

There is no minimum for this category.

#### What is the minimum share of sustainable investments with an environmental objective that are not aligned with the EU Taxonomy?

There is no minimum for this category. Please refer to our previous paragraph related to EU Taxonomy alignment.

<sup>1</sup> Fossil gas and/or nuclear related activities will only comply with the EU Taxonomy where they contribute to limiting climate change ("climate change mitigation") and do not significantly harm any EU Taxonomy objective – see explanatory note in the left hand margin. The full criteria for fossil gas and nuclear energy economic activities that comply with the EU Taxonomy are laid down in Commission Delegated Regulation (EU) 2022/1214.

**What is the minimum share of sustainable investments with a social objective?**

Not applicable. The Fund does not target sustainable investments with a social objective.

**What investments are included under “#2 Not sustainable”, what is their purpose and are there any minimum environmental or social safeguards?**

Cash may be temporarily held across the year but not at a significant level. During the investment period, cash will be held temporarily on the balance sheet “ring-fenced” for the implementation and investment of the first sustainable investment.

While these non-sustainable investments may not contribute to a social objective within the meaning of the SFDR, the Fund aims to ensure a minimum level of minimum environmental and social safeguards. As such, the investments which are not sustainable investments are not expected to affect the delivery of the Fund's overarching sustainable investment objective.

**Is a specific index designated as a reference benchmark to meet the sustainable investment objective?**

No index has been selected as a reference benchmark for the Fund as no EU-approved index is currently available in the market in alignment with the Fund's investment strategy. Nonetheless, GAIA Africa Climate Fund will monitor and report on the progress of its portfolio by providing stakeholders with an indication of the performance of its Key Performance Indicators (“KPIs”) against its baseline and pre-set targets. As outlined in the following section, KPIs align with the [UN Sustainable Development Goals](#) (“UN SDGs”) and [IRIS+](#).

**Where can I find more product specific information online?**

More product-specific information can be found on the website:

<https://www.gaia.group/#impact>

<https://lis-aifm.com/esg>

## ANNEXURE 5: CONSOLIDATED PRO FORMA FINANCIAL INFORMATION OF THE COMPANY

### 1. Introduction

- 1.1. The Company was incorporated on the 20 February 2020 to facilitate investments into renewable energy assets.
- 1.2. Other than the agreements relating to the A Preference Share Subscription Agreement and B Preference Share Commitment Agreement and the agreements relating to the investment by the Company into TCWF Investment SPV and Investment SPV, the Company has no liabilities with its only material asset being all the ordinary shares in TCWF Investment SPV, a special purpose vehicle incorporated to invest indirectly into the Tsitsikamma Wind Farm, the Company's first indirect interest in renewable energy assets.
- 1.3. The Company and its subsidiary in TCWF Investment SPV has been trading since October 2020, Investment SPV has been dormant since the date of its 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 Investment SPV is concluded based on the assumption 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 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 under the assumption that the transaction is concluded on Friday, 31 May 2024.
- 1.7. These pro formas have been prepared in accordance with the SAICA Guide on Profit forecasts and has been prepared in accordance with the IFRS.

### 2. Transaction Use of Funds

- 2.1 The Company targets to raise a minimum of R756,000,000 from the issuance of the B Preference Shares.
- 2.2 Of the R756,000,000:
  - 2.2.1 R1,000,000 will be utilised to provide for ongoing listing fees and statutory cost of the Company;
  - 2.2.2 R500,000 will be utilised to provide for future unforeseen costs; and
  - 2.2.3 the remaining R754,500,000 will be utilised to subscribe for ordinary shares in Investment SPV.
- 2.3 Of the R754,500,000:
  - 2.3.1 R5,500,000 will be utilised to pay listing, legal and other listing associated fees;
  - 2.3.2 R250,000 will be utilised to provide for statutory costs of Investment SPV;
  - 2.3.3 R250,000 will be cash on hand available for future unforeseen investment costs; and
  - 2.3.4 the remaining R748,500,000 will be utilised to invest into GACF on a drawdown basis.

### 3. Background

- 3.1 Investment SPV, will be investing into GACF on a drawdown basis.
- 3.2 Investment SPV will receive income from GACF as and when payments are approved and made by GACF's board of directors, in alignment with GACF's Offering Document.
- 3.3 The funds in Investment SPV will be seen as committed and only invested on approval of a transaction by GACF's investment committee and a drawdown notice from GACF.
- 3.4 The investments are expected to be held for 10 years with 2 annual extensions possible resulting in a maximum hold of 12 years.

### 4. Assumptions

#### 4.1 Structure costs

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

#### 4.2 Exchange rate

The exchange rate used for the conversion from US\$ to ZAR is R18,50 : US\$1.

The exchange rate used for the conversion from US\$ to BWP is BWP13,60 : US\$1.

The exchange rate used for the conversion from US\$ to KES is KES130 : US\$1.

## Figures in South African Rand (ZAR)

	As extracted from interim results 31 August 2023 <sup>1</sup>	Day of Listing 22 May 2024	28 February 2025	28 February 2026
<b>Assets</b>				
<b>Non-Current Assets</b>				
Investment in subsidiaries	136,344,927	860,910,363	914,947,339	1,002,611,424
<b>Current Assets</b>				
Cash & cash equivalents	589,221	5,548,846	1,000,000	1,000,000
<b>Total Assets</b>	<b>136,934,148</b>	<b>866,459,209</b>	<b>915,947,339</b>	<b>1,003,611,424</b>
<b>Equity &amp; Liabilities</b>				
<b>Equity</b>				
Issued Capital	100	100	100	100
Retained Earnings	3,174,629	4,135,259	4,303,133	4,409,977
<b>Non-Current Liabilities</b>				
A Preference Shares	133,707,932	122,723,238	128,826,106	132,993,016
B Preference Shares <sup>7</sup>	-	735,040,375	782,817,999	866,208,330
<b>Current Liabilities</b>				
Trade and other payables	51,487	4,560,237		
<b>Total Liabilities</b>	<b>133,759,419</b>	<b>862,323,850</b>	<b>911,644,105</b>	<b>999,201,346</b>
<b>Total Equity &amp; Liabilities</b>	<b>136,934,148</b>	<b>866,459,209</b>	<b>915,947,339</b>	<b>1,003,611,424</b>
<b>NAV/ NTAV per Ordinary Share</b>	<b>0.03</b>	<b>0.04</b>	<b>0.04</b>	<b>0.04</b>
<b>A Preference Share NAV/ NTAV per Share</b>	<b>133.71</b>	<b>122.72</b>	<b>128.83</b>	<b>132.99</b>
<b>B Preference Share NAV/ NTAV per Share</b>	<b>-</b>	<b>183.76</b>	<b>195.70</b>	<b>216.55</b>

Figures in Kenyan Shilling (KES)	As extracted from interim results 31 August 2023 <sup>1</sup>	Day of Listing 22 May 2024	28 February 2025	28 February 2026
<b>Assets</b>				
<b>Non-Current Assets</b>				
Investment in subsidiaries	958,099,487	6,049,640,386	6,429,359,678	7,045,377,571
<b>Current Assets</b>				
Cash & cash equivalents	4,140,472	38,991,891	7,027,027	7,027,027
<b>Total Assets</b>	<b>962,239,959</b>	<b>6,088,632,277</b>	<b>6,436,386,705</b>	<b>7,052,404,598</b>
<b>Equity &amp; Liabilities</b>				
<b>Equity</b>				
Issued Capital	703	703	703	703
Retained Earnings	22,308,204	29,058,575	30,238,235	30,989,030
<b>Non-Current Liabilities</b>				
A Preference Shares	939,569,252	862,379,510	905,264,528	934,545,520
B Preference Shares <sup>7</sup>	-	5,165,148,581	5,500,883,239	6,086,869,345
<b>Current Liabilities</b>				
Trade and other payables	361,801	32,044,909		
<b>Total Liabilities</b>	<b>939,931,052</b>	<b>6,059,573,000</b>	<b>6,406,147,767</b>	<b>7,021,414,866</b>
<b>Total Equity &amp; Liabilities</b>	<b>962,239,959</b>	<b>6,088,632,277</b>	<b>6,436,386,705</b>	<b>7,052,404,598</b>
<b>NAV/ NTAV per Ordinary Share</b>	<b>0.22</b>	<b>0.29</b>	<b>0.30</b>	<b>0.31</b>
<b>A Preference Share NAV/ NTAV per Share</b>	<b>939.57</b>	<b>862.38</b>	<b>905.26</b>	<b>934.55</b>
<b>B Preference Share NAV/ NTAV per Share</b>	<b>-</b>	<b>1,291.29</b>	<b>1,375.22</b>	<b>1,521.72</b>



**Figures in Botswanan Pula (BWP)**

	<b>As extracted from interim results 31 August 2023<sup>1</sup></b>	<b>Day of Listing 22 May 2024</b>	<b>28 February 2025</b>	<b>28 February 2026</b>
<b>Assets</b>				
<b>Non-Current Assets</b>				
Investment in subsidiaries	100,231,946	632,885,456	627,609,936	737,054,884
<b>Current Assets</b>				
Cash & cash equivalents	433,157	4,079,152	735,135	735,135
<b>Total Assets</b>	<b>100,665,103</b>	<b>636,964,607</b>	<b>673,345,071</b>	<b>737,790,020</b>
<b>Equity &amp; Liabilities</b>				
<b>Equity</b>				
Issued Capital	74	74	74	74
Retained Earnings	2,333,781	3,039,974	3,163,385	3,241,929
<b>Non-Current Liabilities</b>				
A Preference Shares	98,293,399	90,218,164	94,704,597	97,767,839
B Preference Shares <sup>7</sup>	-	540,354,005	575,477,016	636,780,178
<b>Current Liabilities</b>				
Trade and other payables	37,850	3,352,390		
<b>Total Liabilities</b>	<b>98,331,249</b>	<b>633,924,560</b>	<b>670,181,613</b>	<b>734,548,017</b>
<b>Total Equity &amp; Liabilities</b>	<b>100,665,103</b>	<b>636,964,607</b>	<b>673,346,071</b>	<b>737,790,020</b>
<b>NAV/ NTAV per Ordinary Share</b>	<b>0.02</b>	<b>0.03</b>	<b>0.03</b>	<b>0.03</b>
<b>A Preference Share NAV/ NTAV per Share</b>	<b>98.29</b>	<b>90.22</b>	<b>94.70</b>	<b>97.77</b>
<b>B Preference Share NAV/ NTAV per Share</b>	<b>-</b>	<b>135.09</b>	<b>143.87</b>	<b>159.20</b>

## 6 Pro Forma Income Statement

Figures in South African Rand (ZAR)	As extracted from interim results 31 August 2023 <sup>1</sup>	Day of B Listing	28 February 2025	28 February 2026
Dividend Income – TCWF <sup>2</sup>	8,535,703	11,500,000	18,000,000	13,000,000
Dividend Income – Investment SPV <sup>3</sup>	-		-	18,376,009
<b>Total Revenue</b>	<b>8,535,703</b>	<b>11,500,000</b>	<b>18,000,000</b>	<b>31,376,009</b>
Operating Expenses <sup>4</sup>	-332,185	-4,558,750	-5,508,750	-1,000,000
Other Expenses <sup>5</sup>	-1,344,001	-621,000	-1,242,000	-1,242,000
Other gains/ losses <sup>6</sup>	-856,399	-14,664,474	54,036,976	87,664,085
<b>Profit from operating expenses</b>	<b>6,003,178</b>	<b>-8,344,224</b>	<b>65,286,226</b>	<b>116,798,094</b>
Finance Income	27,045	5,000	20,000	20,000
Finance costs: A Preference Shares	-6,770,000	-1,974,263	-22,107,868	-15,612,910
Finance costs: B Preference Shares	-	5,008,750	-42,768,874	-100,766,340
<b>Profit/ (Loss) before tax</b>	<b>-739,777</b>	<b>-5,304,737</b>	<b>429,484</b>	<b>438,844</b>
Income Tax	-5,873	-1,350	-5,400	-5,400
<b>Profit after tax for the period</b>	<b>-745,650</b>	<b>-5,306,087</b>	<b>442,084</b>	<b>433,444</b>
Earnings per Ordinary Share (EPS/ HEPS)	-0.01	-0.05	-	-

Figures in Kenyan Shilling (KES)	As extracted from interim results 31 August 2023 <sup>1</sup>	Day of B Listing	28 February 2025	28 February 2026
Dividend Income – TCWF <sup>2</sup>	59,980,616	80,810,811	126,486,486	91,351,351
Dividend Income – Investment SPV <sup>3</sup>	-	-	-	129,128,715
<b>Total Revenue</b>	<b>59,980,616</b>	<b>80,810,811</b>	<b>126,486,486</b>	<b>220,480,066</b>
Operating Expenses <sup>4</sup>	-2,334,273	-32,034,459	-38,710,135	-7,027,027
Other Expenses <sup>5</sup>	-9,444,331	-4,363,784	-8,727,568	-8,727,568
Other gains/ losses <sup>6</sup>	-6,017,517	-103,047,655	379,719,292	616,017,893
<b>Profit from operating expenses</b>	<b>42,184,494</b>	<b>58,635,088</b>	<b>458,768,076</b>	<b>820,743,364</b>
Finance Income	190,046	35,135	140,541	140,541
Finance costs: A Preference Shares	-47,572,973	-13,873,199	-155,352,586	-109,712,343
Finance costs: B Preference Shares	-	35,196,622	-300,538,036	-708,087,794
<b>Profit/ (Loss) before tax</b>	<b>-5,198,433</b>	<b>-37,276,530</b>	<b>3,017,994</b>	<b>3,083,768</b>
Income Tax	-41,270	-9,486	-37,946	-37,946
<b>Profit after tax for the period</b>	<b>-5,239,703</b>	<b>-37,286,016</b>	<b>2,980,048</b>	<b>3,045,822</b>
Earnings per Ordinary Share (EPS/ HEPS)	-0.05	0.37	0.03	0.03

Figures in Botswanan Pula (BWP)	As extracted from interim results 31 August 2023 <sup>1</sup>	Day of B Listing	28 February 2025	28 February 2026
Dividend Income – TCWF <sup>2</sup>	6,274,895	8,454,054	13,232,432	9,556,757
Dividend Income – Investment SPV <sup>3</sup>	-		-	13,508,850
<b>Total Revenue</b>	<b>6,274,895</b>	<b>8,454,054</b>	<b>13,232,432</b>	<b>23,065,607</b>
Operating Expenses <sup>4</sup>	-244,201	-3,351,297	-4,049,676	-735,135
Other Expenses <sup>5</sup>	-988,022	-456,519	-913,038	-913,038
Other gains/ losses <sup>6</sup>	-629,525	-10,780,370	39,724,480	64,444,949
<b>Profit from operating expenses</b>	<b>4,413,147</b>	<b>-6,134,132</b>	<b>47,994,199</b>	<b>85,862,383</b>
Finance Income	19,882	3,676	14,703	14,703
Finance costs: A Preference Shares	-4,976,865	-1,451,350	-16,252,271	-11,477,599
Finance costs: B Preference Shares	-	3,682,108	-31,440,902	-74,076,877
<b>Profit/ (Loss) before tax</b>	<b>-543,836</b>	<b>3,899,699</b>	<b>315,729</b>	<b>322,610</b>
Income Tax	-4,317	-992	-3,970	-3,970
<b>Profit after tax for the period</b>	<b>-548,154</b>	<b>-3,900,691</b>	<b>311,759</b>	<b>318,640</b>
Earnings per Ordinary Share (EPS/ HEPS)	-0.01	-0.04	-	-

**Notes:**

1. As extracted from the Gaia Renewables 1 interim results for 31 August 2023.
2. Income received due to the indirect 16% shareholding in the Tsitsikamma Wind Farm.
3. Income received due to the dividends received in US\$ from GACF as and when declared and paid by GACF's board of directors.
4. Operating Expenses as per the allowable Company Operational Expenses and Upfront and Ongoing Listing Fees. These are subject to the expected 12 months working capital requirements which include: listing costs, statutory costs, accounting and other costs. The Company is not required to pay any salaries and/or office rental costs. All bookkeeping and company secretarial is outsourced.
5. As per the A Preference Share Terms which include Gaia's Fund Management's Fees, to note that the B Preference Shares do not pay Fund Management Fees.
6. Fair value adjustment on assets, which will be calculated as YoY change in asset value less dividends.
7. As per the B Preference Share Terms, the B Preference Share Holders will have receive 100% of all available funding that is distributed up to the Company from Investment SPV. The 100% is calculated based on post statutory costs, applicable taxes and other operational and listing expenses in the Company.

## ANNEXURE 7: CURRICULA VITAE OF THE BOARD OF DIRECTORS OF THE COMPANY

In accordance with paragraph 7.1 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. Retha Meyer

Independent Chairperson (Gaia Renewables 1 Limited)

CA (SA), Advanced Diploma in Organisational Leadership

Retha is a highly professional, self-motivated and dynamic individual with excellent people and leadership skills. With a well-balanced, assertive and confident behaviour, her strengths are well spread between financial accounting, management reporting, commercial management, attention to detail and the ability to build lasting relationships with all stakeholders. Retha was a trainee accountant at Logista Incorporated from 2007 until 2009. Thereafter, she was the part time financial accountant for Clickatell (Pty) Ltd. She moved her way up and from 2016 until 2017 she was the financial director and group treasurer of Clickatell (Pty) Ltd. From 2020 Retha served as financial director for The Sun Exchange (Pty) Ltd., where she manages all general accounting functions which include timely and accurate monthly closes, prepares consolidated financial statements, oversees tax related matters, cash management, financial planning and analysis, and she assists in due diligence, implements and maintains internal controls, maintains relationships with external auditors and assists with special projects as needed.

2. Louis Kotze

Independent Director (Gaia Renewables 1 Limited)

CA (SA)

Post his PWC articles, Louis was appointed as Financial Manager at Hannover Reinsurance Africa. In 2001 he joined RMB Asset Management as Professional Assistant to the CEO where after Louis was appointed to head of the Finance Division (Head of Finance reporting directly to the CEO). In 2003 Louis joined Rand Merchant Bank's Structured Trade & Commodity Finance Desk. During 2007 Louis started his own business which entails debt and capital raising services, corporate finance services, facilitation of credit risk sales and consultation services. In 2011 Louis was appointed as Financial Director and in 2014 promoted to Chief Operating Officer of Noble Resources South Africa (multi-national commodity trading company, listed in Singapore, Head Office Hong Kong, with regional Head Office in Geneva, Switzerland). In January 2016, Louis restarted his own business which included consulting for two years to Price Forbes South Africa with a focus on credit default insurance as well as M&A warranty and indemnity insurance. Core services include debt origination, structuring, negotiation, facilitation of the legal documentation and implementation to reach financial close.

3. Anton-Louis Olivier

Independent Director (Gaia Renewables 1 Limited)

M.Inst. Agrar. (Agricultural Economics), BEng (Mechanical)

Anton-Louis Olivier is an experienced CEO and entrepreneur with more than 25 years of international experience in the renewable energy sector. In 2006 he founded and served as CEO of the REH Group companies, a pioneering developer, owner and operator of small hydropower plants across Southern Africa. He established and acted on behalf of three independent power producers ("IPPs") in raising development funding, as well as debt and equity for construction, achieved financial close and managed the construction process up to commercial operations, where after he acted as CEO of the IPPs as well as the operational and management entities. In 2021 he resigned from REH after arranging for the successful exit of the founding shareholders to an international IPP. Anton-Louis has been the CEO of Serengeti Energy Limited (Mauritius) since October 2023, and prior to that, he was the CEO of Scatec Africa. He also serves on the board of the International Hydropower Association ("IHA"), representing the Africa region.

4. Hendrik Andries Snyman

Director (Gaia Renewables 1 Limited)

PhD (Eng.), MCom (Fin. Man.), MScEng (Eng. Man.), BEng (Industrial Mechanical)

Hendrik is a qualified Industrial Engineer with Masters degrees in both Engineering and Corporate Finance. Hendrik started his career in the private equity industry in 2010, developing various mining and farming ventures before embarking on a PhD in Strategy focusing on the use of Venture Capital to accelerate SME growth and development. As part of his studies, he taught finance and economics and published a number of papers. Hendrik joined Gaia Fund Managers in 2016, contributing his skills related to finance, management, and engineering and currently serves as Director and Chief Investment Officer.

5. Renier de Wit

Director (Gaia Renewables 1 Limited)

BCom (Actuarial Science), Fellow of the Institute of Actuaries (UK)

Renier is an actuary by training and spent 12 years with the Sanlam Group where he held various roles in mergers and acquisitions, product development, valuations, and financial reporting. He spent the bulk of his time in Sanlam Emerging Markets where he conducted mergers and acquisitions across the African continent and in India. Early in 2017, he established Gaia Private Equity as an offshoot of the Gaia Group to focus on venture capital and private equity opportunities. Renier currently serves as the Managing Director of Gaia Fund Managers.

6. Matthys Michiel ("Mich") Nieuwoudt

Director (Gaia Renewables 1 Limited)

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 to 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 Fund Managers.

## ANNEXURE 8: GACF INVESTMENT POLICY GUIDELINES AND RISK FACTORS CONSIDERATIONS

The following has been extracted from the GACF investment policy guideline statement ("IPGS") in relation to the GR1 investment in GACF:

### 1. Fund Objectives

In a global context, the African continent, with its scale, population growth, and energy demand, is the one of the key deciders in Earth's climate change battle. Although several initiatives are trying to bring new renewable energy projects online, the lack of an effective secondary market prevents true progress.

To address this, Gaia Fund Managers, as a specialist infrastructure impact investor and part of the International Climate Finance Accelerator Programme, a Luxembourg Ministry of Finance and EIB initiative has launched a US\$200 million Gaia Africa Climate Fund ("Fund") that will make equity and quasi-equity investments in Sub-Saharan Africa ("SSA") renewable energy and related infrastructure projects.

By guiding the activities of the Fund, Gaia as portfolio manager ("PM") aims to create a demand for projects, recycle capital back into the system, crowd in more investors at all stages of the project development cycle, accelerate project development, and effect skills transfer to support a sustainable and self-sufficient local industry.

### 2. Guiding Principles

- 2.1. Exposure Limit:** The Fund shall not have excessive exposure to a single investment.
- 2.2. Sector:** The Fund will make investments in infrastructure with: (1) A primary focus on renewable energy and energy-related infrastructure, which promotes the development of and access to clean energy, and (2) A secondary focus on water, sanitation, and hygiene ("WASH") and sewage infrastructure which promotes the development of and access to clean water and hygiene.
- 2.3 Geography:** The Fund will make investments in Sub-Saharan Africa, excluding South Africa.
- 2.4 Term:** The Fund will seek to make long-term investments with exits prior to the term of the Fund.
- 2.5 Diversification:** Reasonable diversification will be sought with regard to investment, country, and technology exposure.
- 2.6 Currency:** The underlying projects must provide a stable US Dollar or Euro currency return.
- 2.7 Eligible Entities:** The Fund will invest in entities where the investment allows for the recycling of capital either directly or indirectly, i.e. where the investment in operational assets will allow existing projects to expand.
- 2.8 Investment Size:** The Fund will not seek a permanent controlling interest in any operational projects in which it invests. The Fund's objective is not to manage but to oversee the general competence of management, guide policy-making, and provide advice on important business decisions as an active shareholder. The Fund may hold controlling interests in Holding or SPV entities as conduit investment vehicles.
- 2.9 Selection Criteria:** Investments must make a net positive impact and a satisfactory return. The expected financial returns should be commensurate to the risk associated with the investment, taking into account the specific risk of the investment and directly comparative alternatives.
- 2.10 Financial Returns:** As a benchmark for the required rate of return of each investment, the Investment Committee of the PM ("IC") will review the specific return of each investment opportunity and the Fund's portfolio as a whole against the Fund's benchmark and target returns as stipulated in the Offering Document.
- 2.11 Leverage:** The PM will seek to optimise the financial returns of the underlying investments, which may include the use of leverage at SPV or at underlying investment level.
- 2.12 Instruments:** Investment may take the form of common shares, shareholder loans and preferred stock, with or without participation features. For the avoidance of doubt, the Fund may not invest in senior loans as the Fund's strategy is to recycle equity.
- 2.13 Impact:** The Fund will seek to make a net positive impact in alignment with United Nations Sustainable Development goals.
- 2.14 Exclusion:** The Fund will not invest in projects that may directly or indirectly cause significant environmental, social, or economic harm.
- 2.15 Exit:** The Fund will seek to exit non-performing assets where the IC categorically believes value cannot be recovered over the investment term. In considering sales to counterparties, the IC will need to assess the prospective counterparty's ability to sustain or expand upon the business' operations and, accordingly, the associated impact of the project.
- 2.16 Provisioning:** The Fund shall allow for suitable follow-up investments and capital calls where such provisions have a high degree of certainty.