



OFFER DOCUMENT

Energise Africa – REDAVIA GmbH - Issue 3

2020



IMPORTANT NOTICE

THE CONTENT OF THIS DOCUMENT HAS BEEN ISSUED BY SHARE IN LTD. ("SHAREIN"), WHICH IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN 603332) FOR THE PURPOSES OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000. LENDAHAND ETHEX LTD, TRADING AS ENERGISE AFRICA, (FRN: 776908) IS AN APPOINTED REPRESENTATIVE OF SHAREIN.

RELIANCE ON THIS PROMOTION FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE ASSETS OR CAPITAL INVESTED.

IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE OR THE CONTENTS OF THIS DOCUMENT, YOU SHOULD CONTACT YOUR STOCKBROKER, SOLICITOR, ACCOUNTANT, BANK MANAGER OR OTHER PROFESSIONAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000, WHO SPECIALISES IN ADVISING ON INVESTMENT IN SHARES AND OTHER SECURITIES.

This document does not constitute a prospectus as defined by the Prospectus Regulations 2005 (the Regulations), and has not been prepared in accordance with the requirements of the Regulations.

To the best of the knowledge and belief of the Directors of REDAVIA GmbH ("REDAVIA"), who have taken all reasonable care to ensure that such is the case, the information contained in this document is in accordance with the facts and does not omit anything likely to affect the import of such information. The Directors accept responsibility accordingly.

Prospective Investors should not treat the contents of this document as constituting advice relating to legal, taxation or investment matters and are advised to consult their own professional advisers authorised under the Financial Services and Markets Act 2000 concerning subscription for Shares and Investment in the Company.

Securities issued by the Company are not and will not be listed or dealt in on any stock exchange in the immediate term.

ShareIn is acting for Lendahand Ethex Ltd. trading as Energise Africa in connection with the arrangements set out in this document and is not acting for anyone else and will not be responsible to anyone other than the Company for providing the protections offered to clients of ShareIn or for providing advice in respect of the contents of this document. No liability is accepted by ShareIn, for the accuracy of any information or opinions contained in or for the omission of any material information from this document.

An Investment in the Company may not be suitable for everyone. A prospective Investor should consider carefully whether an investment in the Company is suitable for them in the light of their personal circumstances and the financial resources available to them.

Note: This document has been prepared with the assistance of the Directors, the Company, its management and third party information. All statements of opinion and/or belief in this document and all views expressed regarding the Company, projections, forecasts and statements relating to expectations of future events are those of the Company and the Directors and no other person. No representation or warranty is made, or assurance given that such statements, views, projections or forecasts are correct or that the Company's objectives will be achieved. The information and opinions stated are given for your assistance, are not to be relied upon as authoritative and no responsibility is accepted by ShareIn or any of its directors, partners, officers, employees or agents in respect thereof. This document does not constitute an offer or solicitation by anyone in any jurisdiction in which such offer or solicitation is not authorised or to anyone to whom it is unlawful to make such a solicitation. Prospective Investors should inform themselves of and observe all Applicable Laws and regulations including any taxation or exchange control legislation in the countries of their citizenship, residence, domicile or such other status as may be relevant in connection with any investment.

An Investment in the Company is suitable only for Investors who are capable of evaluating the merits and risks of such Investment, who do not require immediate liquidity for their investment and who have sufficient resources to

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

bear any loss which might result from such investment. Investment performance is not covered by the Financial Services Compensation Scheme.

Potential Investors' attention is drawn to the content of pages 9-18 headed "Business in Detail" and "Risk Analysis Overview" of this document, which sets out certain risk factors relating to any Investment in Securities in companies active in emerging markets and certain risks that apply to the Company in particular. All statements regarding the Company's business, financial position and prospects should be viewed in the light of these risk factors.

In light of the global COVID-19 situation, additional information has also been requested on a more frequent basis to keep track of the businesses during these challenging times and make for a more appropriate risk assessment. Note that COVID19 has put additional risks to the business in general and the actual impact is difficult to determine. Energise Africa confirms that REDAVIA GmbH can reasonably be expected to meet its payment obligations in accordance to the terms of this offer & schedule in Annex I at the time of publishing this offer.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

CONTENTS

1. INTRODUCTION

2. SUMMARY OF OFFER

3. BUSINESS OVERVIEW

- a. About REDAVIA
- b. Impact - societal & environmental
- c. Organisational structure
- d. Management team

4. BUSINESS IN DETAIL

5. RISK ANALYSIS OVERVIEW

- a. Risk factors to take into consideration
- b. Contractual measures to monitor the investment
- c. Conflicts of interest

6. TERMS AND CONDITIONS

1. Introduction

This Offer Document is intended to provide investors with relevant information in order to make an informed investment decision.

Keep in mind that investments of this nature carry risks. Therefore, it is recommendable to spread your investments across projects, partners, platforms and investment products and not to allocate too much of your savings and investments in what are considered high risk investments.

This offer is brought to you by Lendahand Ethex Ltd trading as Energise Africa ("Energise Africa"), a joint venture between the Dutch impact investing platform Lendahand and the UK based positive investment platform Ethex, sponsored by UK aid. Energise Africa combines the strengths of both organisations in order to meet the challenge of mobilising UK based retail investors to lend to businesses undertaking solar power energy installations in Sub-Saharan Africa.

Disclaimer

The Directors of Energise Africa hereby declare that the information contained in this Offer Document is to the best of their knowledge, in accordance with the facts and contains no omission likely to affect its import. This document provides no advice on particular tax benefits that an investor may be eligible to claim in relation to an investment into the product offered. Tax incentives that may be available will vary depending on the personal circumstances of each investor. Those interested in investing should do so only after reading this document in full and taking appropriate financial and other advice

Message from the CEO of REDAVIA

In 2010, I founded REDAVIA with the knowledge that access to affordable and clean energy in the commercial and industrial sector is paramount to the sustainable development of a country. Even though solar is more affordable than the grid, it can still be difficult for Small and Medium-sized Enterprises to come up with the capital to purchase a solar farm outright, because a fast-growing business needs to invest its surplus capital into its own growth. REDAVIA enables those businesses to use their capital for their own business, while still over time acquiring a solar farm out of the savings that the solar farm generates versus their current power price from the grid or from a diesel generator.

The innovative REDAVIA pay-as-you-go system consists of a pre-configured, 85 kWp Unit containing solar modules and electrical components. Once the Unit is on-site, REDAVIA-trained, local specialists manage the installation, operations, and maintenance of each solar farm.

REDAVIA's carbon-neutral solution can be used to support existing power structures by supplementing the utility grid or on-site diesel generators. Through the company's flexible lease agreements with just a minimal upfront investment, customers can reduce costs and increase their operational flexibility.

To date, REDAVIA has installed 46 solar Units at businesses in Ghana and Kenya. REDAVIA's customers include Regional Maritime University, Barry Callebaut, Red Sea Housing Services, Olam Nutrifooods, and Shanta Gold Mine. Additionally, REDAVIA expanded operations to Kenya this year. Today, Kenyan businesses also can benefit from REDAVIA's lowest cost, most flexible solar leasing service, to save money and reduce carbon emissions.

With this fundraising endeavour, REDAVIA will pre-finance, procure, import and install up to 4 solar units into leases with commercial and industrial (C&I) customers in Ghana or Kenya, enabling the companies to use up to 380 MWhs per year of clean energy, impacting a total of 400 employees and other stakeholders.

I am proud to lead a company that is committed to using solar energy as a key driver for sustainable development, while also being profitable and scalable. Solar power reduces costs, generating savings that can be reinvested into the business, while also reducing the carbon footprint of the business. So invest in REDAVIA - it's a win-win scenario

Best,
Erwin Spolders

CEO and Founder REDAVIA

2. Summary of Offer

| | |
|---|--|
| Issuing entity / Issuer | REDAVIA GmbH |
| Investment target | GBP 167,000 |
| Minimum investment | GBP 50 |
| Maximum investment | No maximum |
| Maturity | 18 months |
| Expected interest rate | 5.5% per annum |
| Interest payment frequency | Semi-annually beginning 6 months after the Issue Date |
| Capital repayment frequency | Semi-annually beginning 6 months after the Issue Date |
| Financial instrument | Promissory note / interest bearing bond |
| Seniority of debt | Senior debt investment (debt that takes priority over other unsecured or otherwise more junior/subordinated debt) |
| Security | <p>Recourse over the assets funded via the Energise Africa platform until transferred to the Issuer's Ghanaian Subsidiary (the Assets).</p> <p>Recourse over the collection account that must be maintained at any time at a minimum of the total of (principal repayments + interest payments) that will become due in the next 3 months (the Collection Account).</p> <p>For more information regarding security, see page 31 of this Offer Document</p> |
| Management fee / transaction costs | There are no fees charged to investors in respect of investment in this offer |
| Non-recall period: | The Issuer (or borrower) is allowed to repay the loan early after 12 months against a 1.5% prepayment fee on the amount prepaid to the Investors. |
| Risks | <p>This is a direct investment into a company (REDAVIA) and therefore it is recommendable that you are careful with the amount you invest.</p> <p>For an overview of the associated risks, please go to section 5 or 7.</p> |
| Reporting | The Issuer is obligated to share with Energise Africa its annual audited financial statements, quarterly update on financial metrics and annual social impact reports. |
| Know Your Client Investor | Know your Client ("KYC") procedure on investors to be performed by, ShareIn in conjunction with its third party KYC provider. |

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

| | |
|--------------------------------|---|
| Investor | An individual who commits money to this investment product with the expectation of financial return via the energiseafrica.com website. |
| Know Your Client Issuer | KYC procedure on Issuer to be performed by ShareIn & Energise Africa |
| Application | All investments in this offer shall be made via energiseafrica.com |
| Age restrictions | Investors must be 18 years or older |

3. Business overview

3a. About REDAVIA

- CEO name: Erwin Spolders
- Location: München, Germany & Accra (and 350 km radius around), Ghana & Nairobi Greater Region, Kenya
- Sector: Sustainable energy projects, solar Commercial & Industrial (C&I) installations
- Founded: 2011-10-27
- Number of employees: 15
- Estimated Revenue 2019: EUR 1,000,050

REDAVIA is an industry leader in solar power. The company provides solar farms to businesses and communities in West and East Africa. With a proven track record in cost-effective, reliable and clean energy, REDAVIA is committed to using solar energy as a key driver for sustainable development.

The innovative REDAVIA pay-as-you-go system consists of a pre-configured Unit containing solar modules and electrical components. Once the unit is on-site, the REDAVIA-trained, local specialists manage the installation, operations and maintenance of each solar farm.

The carbon neutral solution can be used to support existing power structures by supplementing the utility grid or on-site diesel generators. Through the flexible lease agreements with just a minimal upfront investment, their customers can reduce costs and increase their operational flexibility.

Watch the intro movie [here](#).

3b. Impact

Impact created in Ghana to-date:

- REDAVIA has produced 3,700 MWhs of clean energy and each ground mount solar Unit adds p.a. 120 MWhs, carport Unit adds p.a. 60 MWhs, and roof mount Unit adds p.a. 95 MWhs.
- In total, this accumulates to 1,700 tons of CO2 abated with each solar Unit reducing another p.a. 55 tonnes of CO2 (FTS-40CP p.a. 27 tonnes, FTS-60RM p.a. 41 tonnes)
- REDAVIA's customer portfolio in Ghana gives more than 20,000 workers and residents access to clean energy.
- REDAVIA's customers not only own the solar equipment after the lease contract is complete, but also achieve > 5% of monthly savings on the energy delivered, i.e. an average of a hundred US Dollars per month per solar Unit of 85 kWp. Customers can reinvest these savings into their businesses for further growth.
- REDAVIA works with the Regional Maritime University to support RMU's newly accredited 'Renewable Energy Engineering' curriculum, which aims to educate and prepare students for engineering jobs in the renewable sector, ensuring ongoing, sustainable development in Ghana, as well as contributing to the creation of jobs and wealth within the country.
- REDAVIA hires 10 local team members in Ghana and Kenya and trains them on a regular basis along with more than 20 contractors and suppliers.

Case study

SGS Ghana

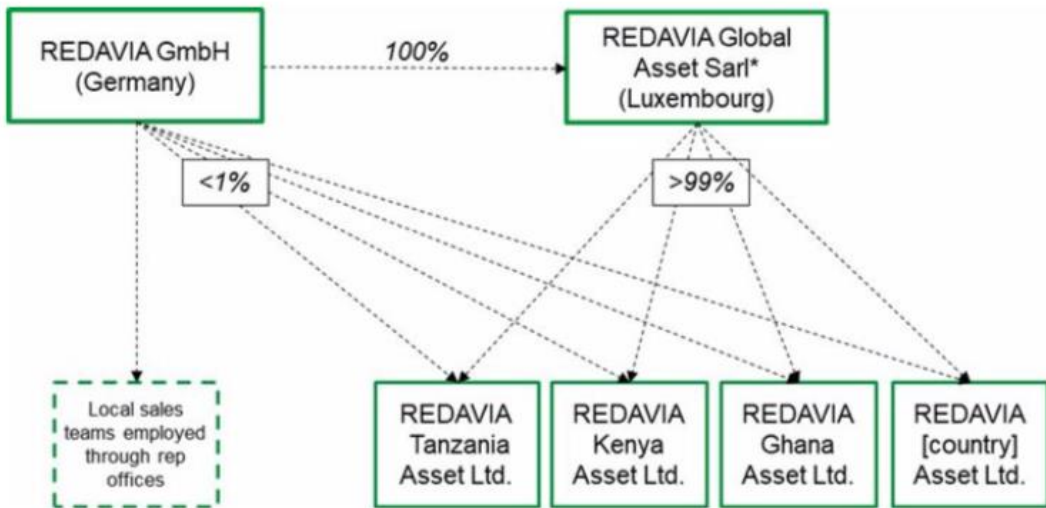


Following the success at SGS in Tema, SGS aims to expand with REDAVIA at their other sites in Ghana in the future. Solomon Adjei-Boateng, SGS Procurement Manager Anglophone West Africa, says of the partnership between REDAVIA and SGS: "I would always recommend REDAVIA to anyone who approaches us to inquire of the benefit that we've seen in terms of the reduction in our costs and also the emission of carbon dioxide to the environment. I think energy management is a must for everybody now, and we have to always consider preserving the environment in which we live." With several SGS facilities in Ghana, SGS and REDAVIA can look forward to many years of win-win partnership.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.



3c. Organisational Structure



Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

3d. Management Team

Erwin Spolders, Chief Executive Officer:

Erwin Spolders is the CEO and founder of REDAVIA. Erwin has over 12 years of experience in solar farm construction and sustainability measures. Prior to founding REDAVIA, Erwin was a director of Q-Cells' solar farm construction business for the EMEA region. Before, he led McKinsey & Company's activities surrounding the business impact of climate change. Erwin earned his bachelor's degree in Business and International Relations from the University of Virginia and his MBA in Finance, Marketing and Entrepreneurship from the Wharton School, University of Pennsylvania in the U.S.

Oliver Keilhack, Chief Financial Officer:

Oliver Keilhack is the CFO of REDAVIA and has over 20 years of experience in entrepreneurial finance. He has had CFO positions in a series of venture capital driven biotech and high-tech organizations, including German clean-tech venture Micropelt and oncology diagnostics venture AdnaGen. Previously, Oliver was a board member at Trade2B and involved in the SynerTrade Group, after spending a number of years in international, executive roles at Mannesmann. Oliver earned a master's degree in Business and Administration from WHU – Otto Beisheim School of Management in Germany.

Alexander Harpe, Chief Sales Officer:

Dr. Alexander Harpe is the CSO of REDAVIA and has over 20 years of experience in sales and corporate business development. Alexander's long-standing, international career has included senior executive roles at Forrester, Fujitsu, IMS, Accenture, and IBM Global Business Services. He earned his bachelor's degree in Political Science and Information Technology from the Ludwig-Maximilian University of Munich, Germany, his PhD in Electrical and Optoelectronic Engineering from the University of Oxford, England and his MBA in International Finance, Marketing and Strategic Management from the Wharton School, University of Pennsylvania in the U.S.

4. Business in detail

In this section, a more in depth business analysis is presented. This section originates from the Investment Memorandum as prepared by the Lendahand Investment Team and presented and approved by its external Credit Committee (please read section 5 for more information on the Credit Committee).

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

REDAVIA provides energy through the installation of solar farms to businesses and communities in West and East Africa. The company uses a pay-as-you-go system (for communities) and leasing contracts for commercial users. It manages its entire business cycle, from manufacturing, to import, sale, installation, operations, and maintenance of each solar asset. It started operations in Tanzania in 2014 and installed a 692kWp solar farm at an off-grid gold-mining site and two 89kWp solar farms at two off-grid communities. REDAVIA then entered Ghana in April 2017, with a focus on on-grid C&I customers. It currently has 12 customer sites in Ghana, serving clients in manufacturing (prefab housing, beverages), hospitality (lodging, food), and service (education, professional services). The REDAVIA Global AssetCo is funded by Sponsors' equity and by senior debt through a dedicated Borrowing Base Platform ("BB") structured and funded by responsAbility Investments ("rA") and ElectriFI ("EFI") through Luxembourg ("Global AssetCo"). Please see the chart in chapter '3c. Organisational structure' for an overview of the corporate structure.

Moving forward, REDAVIA's management has decided to grow operations in Ghana (where the Company assumes an attractive market potential) and write off the Tanzania part due to the disappointing financial results. This write-off – mostly an accounting/IFRS exercise – is affecting the equity figures on the consolidated financial statements. However, this also proves the capacity of the management team to react effectively to business outcomes and pivot when needed.

4.1 Markets overview

REDAVIA first entered Tanzania in 2014 and has faced two major challenges:

- i) sales cycle in the off-grid mining vertical moves too slowly (REDAVIA competes versus Diesel/HFO gensets)

- ii) the highly subsidized grid-price in Tanzania is too low for REDAVIA to compete with and does not offer attractive lease returns within further commercial & industrial market segments

Further investments in Tanzania are suspended (keeping an option on the long-term success of the mini-grid sector in ~3-5 years).

Since 2017, the focus shifted to sub-Saharan countries with a stable political system, growing economy and adequately priced energy markets, such as Ghana. Target market segments typically are on-grid C&I Small and Medium sized enterprises (SMEs).

Ghana is deemed to be an attractive market for C&I:

- i) The government has been highly supportive of increasing the renewables share of production, while reducing costs for users as outlined in Ghana's updated 2030 Renewable Energy Masterplan

(<http://energycom.gov.gh/rett/phocadownload/remf/Draft-Renewable-Energy-Masterplan.pdf>, see page vi for measures such as tax reduction, import exemptions, ..).

- ii) Grid prices are market driven, managed by the regulator PURC (http://purc.com.gh/purc/sites/default/files/purc_tariff_decision_for_2019-

[2020 tariff period.pdf](#)), and REDAVIA can provide competitive rates.

iii) The pipeline of customer opportunities in Ghana is strong: REDAVIA grew its late-stage solar lease pipeline by a factor of over 5x from 38 units at the start of 2018 to 200 units today. REDAVIA has 34 solar units commissioned in Ghana, but the company is currently short of stock and needs funding to be able to service its customers.

Competition in Ghana: REDAVIA is now getting “first-to-scale”, particularly in terms of supply chain, asset portfolio / fleet size, and in terms of funding, resulting in a stronger competitive position in a large market and a strong value proposition solving a well-documented and important customer pain-point. Head-on competition from other solar asset rental companies is currently low as of today there is no company operating with the same business model in Ghana (i.e. rental of solar assets). However, the company could be facing increased competition in the coming years from (i) solar rental companies (e.g. Azimuth Power), (ii) solar rooftop/Engineering Procurement Construction (EPC) companies (e.g. Dutch & Company, CrossBoundary Energy and (iii) possible substitution from solar Independent Power Producers (IPPs). Competition from conventional fuel rental companies (e.g. Jubaili Bros, Aggreko, Yingli Namene) is unlikely to increase, unless conventional fuel rental companies complement their product offering with solar rental.

Additionally, since May 2019 REDAVIA has pursued sales activities in Kenya, and already the company has signed a first Customer Lease with a tea factory close to Nairobi. In March 2020, REDAVIA further expanded in Kenya signing an energy deal with a local nuts processor and exporter.

4.2 Operating model and credit process

Technology: The flagship product is the Fast Track Solar 80GM (FTS-80GM). It is a certified¹ product that complies with essential international norms, standards, and best practices regarding product reliability, system design, safety and pre-assembling prior to ex-works shipment and installation. The FTS-40CP, a carport solar system for use on car parking spaces in cities for solar energy generation, is in the pilot stage. Two customers in Ghana have signed on the offer; the units are in the manufacturing process, and the product is scheduled to be certified after commissioning the first two customer sites in late 2019.

Operating model in Ghana: Revenues are generated from lease/rental agreements with the off-taker, with an energy cost currently ranging between USD 0.12/kWh and USD 0.21/kWh (depending on configuration, consumption profile, credit profile and tenor of the agreement). REDAVIA manages the entire value chain from development to maintenance of each solar asset. Local contractors² supplement operations mainly for installation and maintenance. The transfer of assets from the ServiceCo (REDAVIA GmbH) to the REDAVIA

¹ Certificate of Conformity issued by PI Photovoltaik-Institut Berlin

² Local contractors holding an “*installation and maintenance of RE facilities*” license (such as ARQ Engineering Ltd.).

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

Ghana Asset Ltd. (AssetCo) takes place at importation of the assets into the country. After commissioning, long-term asset funding contracted to the local AssetCo with GCPF (managed by responsAbility) and to REDAVIA Global Asset SarL with EDFI is released.

Credit Risk Assessment: REDAVIA designed its own credit scoring model (i.e. methodology and tool) to assess off-taker's credit risks and had the methodology audited by LfS in 2018. It has been utilized and applied positively for the past three years in the contractual offer preparation and closing phases of the sales process. It concludes that the credit scoring model covers all essential risk areas, including a Know Your Customer (KYC) assessment, assessment of willingness and ability to pay, availability of third-party guarantees, and REDAVIA's internal concentration risk.

REDAVIA also seeks to mitigate its credit risk by diversifying and limiting portfolio sector concentration. Collection is made through bank payments. Monitoring is adequate with regular visits to the clients (also for maintenance purpose). Moreover, in case of default, repossession takes place after 90 days of non-payment of due invoices. As such, 100% of Capital Expenditures (CAPEX) supplied from the international Supply Chain can be recovered and reinstalled elsewhere at relatively limited additional costs.

4.3 Financial Analysis

The financial review has taken into consideration the facts that i) the Tanzania Asset basis (mainly mini-grid installations) has been impaired, and the relevant receivables and loans funding them through the Parent-companies REDAVIA Global Asset SarL and REDAVIA GmbH have been written off within 2018. Hence Tanzania Asset Ltd is irrelevant to the future risk profile of the company to a large extent.

ii) the write-off of Tanzania assets, as well as receivables & loans, reflects a valuation exercise on formerly capitalized assets and represents no further cash-out. High losses in the 2018 Profit and Loss (PnL) statement due to this write-off did not lead to further negative cashflows in 2018.

iii) the repayment of principal owed via the Energise Africa facility is mainly dependent on the refinance of such funded solar assets by the Borrowing Base platform, and not necessarily on the long-term outlook of the company. See the corporate structure overview on page 8.

The balance sheet and the income statement reflect the early-stage /turn-around stage of the company. Consolidated Revenues are still relatively low. ServiceCO revenue from intra-group transfers of solar farm equipment (e.g. to Ghana) is consolidated and these ServiceCO cost of goods sold (COGS) are capitalized as investments in equipment in the consolidation (CAPEX into fixed assets). The contribution of Tanzania to the overall financial performance and balance sheet will be gradually scaled down.

Overhead cost is high at ServiceCO (around 1mn/year) and includes the offices in the countries of operation (Ghana, Kenya), as REDAVIA GmbH employs the complete local teams at the ServiceCO level. However, the trend is downward,

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

and monthly regular costs of REDAVIA reduced from Euro 170K to Euro 130K by end Q2 2019. Measures implemented include the focus on performing sales directors in Ghana, adjusting rental car model in Ghana, reducing platform man force in Munich, moving to a new office, renegotiation of service contracts.

Consolidated equity is negative: Despite the recent equity round, most of the book capital went to offset past losses, among the non-cash write-off of Tanzania's asset (IFRS impairment of minigrid assets) as the company is focusing on the growth in Ghana and other markets (Kenya, Senegal and Nigeria) and following the business model in C&I solar segments. Excluding Tanzania, EUR 37k of receivables indicate sustainable lease payments cash-in. Cash position is currently healthy.

Unit break-even: REDAVIA shows healthy unit economics on its Ghana scaling business, as evidenced by a time to break-even from commissioning on the initial equity cash need per lease (i.e. remaining equity requirement after maximum debt utilization) of 17 months for the entire portfolio.

Exchange rate loss to be monitored: February 2019 in Ghana showed a substantial book-loss due to exchange rate fluctuations of the Ghanaian Cedi (GHC) against the EURO/USD, which by April has recovered to a great extent. REDAVIA Ghana Asset Ltd. has payables and shareholder loans versus REDAVIA GmbH that are denominated in USD. With a deteriorating GHC, REDAVIA Ghana Asset Ltd. at the month end date would have to use more GHC to pay back the same amount denominated in USD.

Portfolio quality is very good: REDAVIA Ghana has a Portfolio At Risk 30 (PAR30) of 7,5% with amounts on average 17 days outstanding from 31 solar units in operation as of August 2019. Since the Ghana business start in 2017, one solar unit from a customer with overdue invoices of more than 90 days has been re-mobilized. By now all open receivables have been paid by the customer, so REDAVIA Ghana suffered only a couple of months without revenue from the solar assets during the remobilization period.

4.4 Funding

REDAVIA's management team showed a great fundraising capacity, also considering its early stage and the challenging markets. It has received EUR ~10 million (mn) in debt funding, ~3mn in equity funding, ~4mn in grants and ~1.5mn in soft loans. It has access to a combined 6mn from responsAbility and ElectriFi in the so called "Borrowing Base platform" (BB platform) that aims at standardizing and scaling up the funding in a very efficient manner:

- i) REDAVIA ServiceCo pre-finances assets (Energise Africa's facility will help with this)
- ii) REDAVIA AssetCos are calling in 75% of the present value of the asset from the lenders when due
- iii) whereas REDAVIA is strongly incentivized to keep and manage a high quality portfolio of solar Leases.

In 2019, REDAVIA achieved the following cash-injections from funding:

- AssetCo funding from the Borrowing Base Model in the amount of \$934k
- the second €250k disbursement from the Up-scaling grant/loan with DEG, the German Development Bank- \$1m subordinated convertible note with KawiSafi
- €280k equity capital increase from Management and Angels investors
- \$400k soft loan from Open Road Alliance
- €500k working capital loan facility from Lendahand
- €750k in mezzanine funding and €750k in debt through NDF, for a total facility size of €1.5m

5. Risk analysis overview

This section of the offer document provides an overview of some of the associated risks with this investment opportunity.

The investment team of Lendahand, comprising of 4 investment managers with a combined experience of 30+ years in investment management and investment banking, performs a light due diligence. This process comprises of many hours of desk research, calls/meetings with the investee, gathering market intelligence and competitor data as well as talking to experts. After data is gathered, a more in-depth analysis takes place. Not only with regards to financial aspects such as audited statements, balance sheet and cashflow projections, but also with respect to operational activities, quality of the management team, clients and market fit, ownership and governance. In general, the investment team will also perform an on-site visit, possibly after a pilot phase.

Before an investment decision is made, the investment team of Lendahand gathers all documents/information and writes an investment memo that is presented to a Credit Committee. This committee consists of 3 experienced individuals with relevant backgrounds:

- Michael Looft – former Kiva Regional Director Asia and Europe
- Daphne Pit – former Manager of the Green and Inclusive Economy team at Doen Foundation
- Hatem Mahbouli – Former investment officer at FMO, former senior investment officer at ELECTRIFI, currently a transaction adviser for several investment vehicles and initiatives.

5a. Risk factors to take into consideration

Outlined below are some of the more general risks associated with investing in unlisted and bonds such as the one presented in this offer document. Further, some of the risks that apply to this investment are provided which may cause late repayments or loss of invested capital. Please be aware that there might be other,

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

not so obvious, risks that apply as well. This therefore is in no way a full and complete overview of all the associated risks.

Risks of investing in unlisted, bonds

By investing in a bond, you are lending your money to a business (REDAVIA), with all the risks that this involves. It is also difficult to get out of the investment early. Bonds are 'fixed interest' investments. This means that the interest rate on the money you lend is set in advance. However, interest payments on your money and the return of your capital are not guaranteed and depend on the performance of REDAVIA.

Your capital is at risk and you may lose some, or all, of your initial investment. You should only invest if you can afford to lose all of your investment.

Company-specific risks

- The solar assets may not perform as well as forecasted due to manufacturing errors even though the Company prides itself on their high-quality systems.
- Competitors may enter the market with superior product/service and suppliers may default.
- REDAVIA may be unable to raise sufficient future capital to sustain its operations and expansion plans; however, the Company has shown strong track record of attracting debt and equity in the past.
- Operational costs may rise faster than anticipated.
- Management and key staff turnover could affect the performance of the Company.
- High defaults among clients might occur, which might result in the subsidiaries going bankrupt and high reclaiming costs of systems. This could result in financial loss for REDAVIA in terms of their equity stake, cause reputational damage, cause investor losses and result in the need to set up new subsidiaries/SPVs etc.
- In most emerging markets, different currencies are used that are more volatile than their counterparties used in developed countries. Even though REDAVIA borrows in GBP and repays in GBP, it has revenue streams in Ghanaian Cedi ("FX"). If the FX were to depreciate, the company's day to day operations could be affected which in turn could influence the ability to repay its hard currency loans. This is a common obstacle that solar companies must be able to cope with. It would be great for the industry if international investors were able to provide local currency funding, limiting foreign exchange risks for the companies. Energise Africa recognizes this risk and has therefore set up a small foreign exchange ("FX") fund to cover potential losses to a certain extent.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

Risks for Energise Africa

- The platform may go bankrupt. In order to prevent investors from losing their money, the notes/bonds are held in a 'collective depot' that is administered by Hands-on B.V. (parent company of Dutch based Lendahand) as allowed by the Dutch Financial Authority (AFM) under its licence. The note/bondholders are the owners of this depot. This is a clear segregation from the assets of the Hands-on B.V. The flow of money is also segregated, namely via the payment service provider of the Energise Africa platform (ShareIn).
- Since the bonds will not be tradeable on a recognised exchange, they are non-readily realisable. Bondholders may be able to buy and sell bonds which the Energise Africa platform might facilitate, although applicants should be aware that there is no guarantee that a willing buyer will be found.

Risks when investing in emerging markets

A brief overview of political, social and macroeconomic risks that that could influence this investment:

- The company's main operations are in Sub-Saharan Africa, therefore investors should consider the potential for changes in the political climate. Elections often have a strong impact on the economic stability of a country and significant changes can create obstacles for foreign investors especially as new regimes might make repatriation of funds difficult/impossible.
- Political instability could have a very strong impact on economic stability, the judicial system, stability of the financial markets and institutions and other similar factors. Such risks are difficult to assess but can have a strong effect on investment returns in general. Emerging markets in essence have growing economies, more or less per definition. Nonetheless, the threats of economic downturn due to other factors as described in this section lurk beneath the surface.
- In some cases, corruption is rooted in cultural differences and thus strongly influential in people's way of life. This could also affect businesses. For example, corruption could affect a business' ability to present fair financial statements. It may add costs that are hard to predict or manage. It could make doing business difficult and make contracts void in court, which refers to the (in)stability or (in)effectiveness of the judicial system.
- Natural disasters tend to occur more regularly in emerging markets and/or the effects have a more profound impact due to lacking emergency (government) responsiveness or general infrastructure, than is the case in developed nations, and can have a profound impact on local economies and communities.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

- Emerging markets may also be more receptive to being the stage of (civil) war or other types of social instability. This is largely related to the economic and political situation of a country.

All the aforementioned factors can threaten the economic and political stability of a country. In turn, these can lead to local currency devaluations, high inflation levels and negatively influence other macro-economic metrics.

Changes in government legislation

- The risk of this affecting the profitability of the company in the future is minimal. Risk would only relate to future investments made under the new government legislation that are not part of this bond offer. REDAVIA will assess each future project on its own financial merits at the time.
- The impact of Brexit: Britain has now left the EU with the transition period due to end on 31st December 2020. Aside currency fluctuations, we are confident that this will have little impact on REDAVIA's activity in Africa.

5b. Contractual measures to monitor the investment

The company will have to adhere to certain covenants as stated in the agreements with Energise Africa. A covenant is a formal debt agreement which is put in place to protect the investor from borrowers defaulting on their obligations.

Most relevant covenants are typically represented in terms of financial ratios that must be maintained and are used often in the financial industry. A few that Energise Africa maintains with its investees are the following:

- *Leverage ratio* - Companies rely on a mixture of owners' equity and debt to finance their operations. A leverage ratio is any one of several financial measurements that look at how much capital comes in the form of debt (loans), or assesses the ability of a company to meet financial obligations. Too much debt can be dangerous for a company and its investors. Uncontrolled debt levels can lead to credit downgrades or worse. On the other hand, too few debts can also raise questions
- *Unhedged currency position* - relates to what extent a company's assets and liabilities are in a foreign currency and assesses the company's vulnerability to currency fluctuations. There is a limit of foreign currency assets that a company is allowed to maintain.

Energise Africa will receive quarterly key performance indicators (KPI) updates in order to monitor the company. If certain metrics deteriorate, we will engage with the company. A few such KPIs could entail for example:

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

- *Debt service coverage ratio* - the Debt-Service Coverage Ratio (DSCR) is a measure of the cash flow available to pay current debt obligations. A DSCR greater than 1 means the entity – whether a person, company or government – has sufficient income to pay its current debt obligations. A DSCR less than 1 means it does not.
- *Cash coverage ratio* - this ratio assesses whether the company has sufficient levels of cash to meet its financial obligations

In certain cases, we may decide to cease the funding flow. If any of the covenants are breached, we may call an event of default³ or start a workout procedure.

The mode of investment will be a *promissory note/bond*. A promissory note/bond is a financial instrument containing a written promise by the issuer (REDAVIA) to pay the investor a definite sum of money, either on demand or at a specific future date. In the case of this offer, it will be spread over specific future dates. The promissory note outlines all the terms pertaining to the investment, such as the principal amount, interest rate, maturity date, date and place of issuance and the issuer's (REDAVIA) signature.

In the case the company desires to repay the loan early, there is a non-call period after which the company is allowed to repay the loan early at all times against a 1.5% prepayment fee to the bondholders on the amount prepaid. Such early repayment option is common in the industry and provides a company with flexibility that in the end could benefit the end clients, e.g. households and/or businesses in Sub-Saharan Africa. An investor is free to reinvest the repayment in other projects on the platform.

5c. Conflicts of Interest

The Energise Africa Conflicts of Interest Policy can be found on the following link: <https://www.energiseafrica.com/conflicts-policy>

Energise Africa would like to draw attention to the following points, which may give rise to a conflict of interest:

- As outlined in our Terms & Conditions the Issuer pays a fee to Energise Africa for hosting this investment opportunity. No fees are deducted from any sums received from investors.
- A parent company of Energise Africa (Hands-on B.V.) will provide a "collective depot" facility to hold the notes / bonds on behalf of investors. This is a permitted activity under Dutch Financial Authority regulations.

³ An event of default is a circumstance that causes a lender to demand full repayment of an outstanding debt balance sooner than it was originally due.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

Annex II to the Notes
Restrictions on sale

The United States

The Notes have not been and will not be registered under the Securities Act. Trading in the Notes has not been and will not be approved on an exchange or board of trade or otherwise by the United States Commodity Futures Trading Commission under the United States Commodity Exchange Act. The Securities may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons at any time. The Issuer will not offer or sell the Notes at any time within the United States or to, or for the account or benefit of, U.S. persons, and it will send to each person to which it sells Notes at any time a confirmation or other notice setting forth the restrictions on offers and sales of the Notes in the United States or to, or for the account or benefit of, U.S. persons.

Each person who enters into a subscription agreement in relation to the Notes with the Issuer will agree, with respect to the Notes being purchased by it, that it will not offer, or sell the Notes within the United States or to, or for the account or benefit of, U.S. persons, and it will have sent to each person to which it sells any Securities a confirmation or other notice setting forth the restrictions on offers and sales of the Securities within the United States or to, or for the account or benefit of, U.S. persons. In addition the Notes will be exercisable by the holder only upon certification as to non-U.S. beneficial ownership. As used in this paragraph "United States" means the United States of America, its territories or possessions, any state of the United States, the District of Columbia or any other enclave of the United States government, its agencies or instrumentalities, and "U.S. person" means (i) any person who is a U.S. person as defined in Regulation S under the Securities Act or (ii) any person or entity other than one of the following:

- (i) a natural person who is not a resident of the United States;
- (ii) a partnership, corporation or other entity, other than an entity organised principally for passive investment, organised under the laws of a jurisdiction other than the United States and which has its principal place of business in a jurisdiction other than the United States;
- (iii) an estate or trust, the income of which is not subject to United States income tax regardless of source;
- (iv) an entity organised principally for passive investment such as a pool, investment company or other similar entity, provided that units of participation in the entity held by U.S. persons represent in the aggregate less than 10% of the beneficial interest in the entity, and that such entity was not formed principally for the purpose of facilitating investment by U.S. persons; or
- (v) a pension plan for the employees, officers or principals of an entity organised and with its principal place of business outside the United States.

In addition, each purchaser (or transferee) and any person directing such purchase (or transfer) will represent and warrant, or will be deemed to have represented and warranted by purchasing or otherwise holding a Security that on each day from the date on which the purchaser (or transferee) acquires the Security through and including the date on which the purchaser (or transferee) disposes of its interest in the Security, that the Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

purchaser (or transferee) is not an "employee benefit plan" within the meaning of UK/1001958/13 - 95 - 243311/70-40108501 Section 3(3) of the U.S. Employee Retirement Income Security Act of 1974, as amended ("ERISA"), that is subject to Section 406 of the ERISA, a "plan" subject to Section 4975(e)(1) of the U.S. Internal Revenue Code of 1986 (the "Code"), a person or entity the assets of which include the assets of any such "employee benefit plan" or "plan," or a governmental plan that is subject to any law or regulation that is similar to the provisions of Section 406 of ERISA or Section 4975 of the Code.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

TERMS AND CONDITIONS NOTES

of

REDAVIA GmbH a German limited liability company, incorporated under the laws of Germany, registered with the commercial register of the local court (Amtsgericht) in Munich at HRB 207849, with its statutory seat in München, Germany, business address: Türkenstrasse 38, 80799 München, Germany (**Issuer**);

Article 1 DEFINITIONS

1.1 In these Terms and Conditions the following definitions shall have the meaning referred to below.

| | |
|--------------------------------|--|
| AFM | the Dutch Authority for the Financial Markets (<i>Stichting Autoriteit Financiële Markten</i>); |
| Annex | an annex to these Terms and Conditions; |
| Business Day | any day on which banks are open for business in the place of business of the Issuer; |
| Energise Africa | an initiative where solar home systems providers can attract flexible debt funding via the Energise Africa Website in the United Kingdom (www.energiseafrica.com); |
| Energise Africa Website | the internet website owned and operated by Energise Africa. that allows investors to select and fund Projects by investing in the Notes; |
| EUR | Euro, the official currency of the Eurozone; |
| Event of Default | each of the events stated in Article 7; |
| FCA | The Financial Conduct Authority of the United Kingdom; |
| FSA | Dutch Financial Supervision Act (<i>Wet op het financieel toezicht</i>) |
| Fully Funded Notice | Notice given by the Issuer to Energise Africa that it accepts the funding offered via the Energise Africa Website for the eligible project(s) of the Issuer and in exchange will issue the Notes in accordance with the Energise Africa Website Issuer Access Agreement upon issuance of the signed Fully Funded Notice; |

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

| | |
|--------------------------------|--|
| GBP | Pound sterling, the official currency used in the United Kingdom; |
| Giro Act | Dutch Securities Giro Act (<i>Wet op het giraal effectenverkeer</i>); |
| Interest | shall have the meaning set forth in Article 3.1; |
| Interest Payment Date | shall have the meaning set forth in Article 3.2; |
| Issuance | shall have the meaning set forth in Article 2.1; |
| Issue Date | shall have the meaning set forth in Article 3.1; |
| Issuer | REDAVIA GmbH German limited liability company, incorporated under the laws of Germany, registered with the commercial register of the local court (Amtsgericht) in Munich at HRB 207849, with its statutory seat in München, Germany, business address: Türkenstrasse 38, 80799 München, Germany (Issuer); |
| Issuer Access Agreement | The agreement concluded between the Issuer and presently holding its offices at Herzog-Wilhelm-Str. 26, 80331 München, Germany and Lendahand Ethex that allows the Issuer access to the Energise Africa Website so that the Issuer can offer and issue Notes to Investors through this website; |
| Investors | the investors in the Notes; |
| Lendahand | Hands-on B.V.; |
| Lendahand Ethex | Lendahand Ethex Ltd. trading as Energise Africa , a company incorporated under the laws of the United Kingdom, registered with the UK Companies House under number 10529133, with its registered office at Oxford and presently holding its offices at The Old Music Hall, 106-108 Cowley Road, Oxford, OX4 1JE, United Kingdom. Energise Africa is a 50/50 joint venture of Ethex and Lendahand that owns and operates the Energise Africa Website (www.energiseafrica.com); |
| Material Adverse Effect | means any circumstance or event which (A) has a material adverse effect for the Investor on the validity, legality or enforceability of the Notes (B) has a material adverse effect on the business, properties, assets, condition (financial or otherwise) of the Issuer, (C) impairs materially the ability of |

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

| | |
|-----------------------------|--|
| | the Issuer to duly and punctually pay or perform its obligations under the Notes; |
| Notes | the notes of the Issuer issued in accordance with these Terms and Conditions by the Issuer; |
| Outstanding Amount | the principal amount outstanding under the Notes, which at the Issue Date is GBP 50 per Note and which principal amount may decrease over time based on early repayments in accordance with Article 4; |
| Prepayment Amount | means amounts prepaid early on the Principal Amount of the Notes, as a result reducing the Principal Amount accordingly, in accordance with Article 4.2; |
| Prepayment Date | shall have the meaning set forth in Article 4.2; |
| Principal Amount | means GBP 50 per Note as at the Issue Date, which amount may decrease if and when the Issuer makes early Repayments on the Notes; |
| Project | the Project as set out on the Energise Africa Website; |
| Repayment | shall have the meaning set forth in Article 4; |
| Security | shall have the meaning set forth in Article 10.1; |
| Terms and Conditions | the terms and conditions of the Notes as set forth herein; |
| Voluntary Prepayment | shall have the meaning set forth in Article 4.2. |

1.2 In these Terms and Conditions, unless the context dictates otherwise, references to the singular shall include references to the plural and vice versa and references to any pronoun shall include the corresponding masculine, female or neuter.

Article 2 NOTE ISSUE

2.1 The Issuer seeks to obtain the relevant (back-filled) funding for the Project, by issuing the Notes pursuant to these Terms and Conditions (the "**Issuance**"), the terms of which are attached hereto in **Annex I**.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

- 2.2 Lendahand Ethex, trading as Energise Africa, is an appointed representative of Share In Ltd (Authorised and Regulated by the FCA, FRN:603332). It may market financial promotions and execute orders. Lendahand Ethex will place the Project on the Energise Africa website, ultimately allowing Investors to invest in the Notes.
- 2.3 The Issuer issues the Notes in accordance with these Terms and Conditions. The Investors are assumed to have taken note of and are bound by these Terms and Conditions.
- 2.4 The total amount of the offer and issue of the Notes is as stated in **Annex I**.
- 2.5 Each Note has a denomination of GBP 50.
- 2.6 The Issuer may, at its sole discretion redeem (part of) the Notes earlier by early repayment(s) in accordance with Article 4.
- 2.7 The Notes will be solely offered in the United Kingdom, or in another country of the EEA, where the offer is made in accordance with the laws of such other EEA country and Lendahand Ethex is authorised to execute orders made from potential Investors in such EEA country. The Notes cannot and will not be offered in any country outside of the EEA and may not be sold or resold to Investors who are resident or citizens of other countries, such as the United States of America as set forth in **Annex II**.
- 2.8 The Notes will be held in accordance with the Giro Act where Lendahand acts as intermediary (*intermediar*) under the Giro Act. Lendahand is the holder of the collective depot (*verzameldepot*) of the Notes and the Issuer will treat Lendahand as the recordholder of the Notes.
- 2.9 In case of a sale of Notes from one Investor to another Investor, taking into account restrictions on sales, if any, the Notes will be delivered in accordance with the Giro Act and in accordance with the terms and conditions of the Energise Africa Website for the Investors.
- 2.10 Notes do not give right to ownership, voting rights or meeting rights.
- 2.11 The terms and conditions of Lendahand Ethex for Investors contain provisions on the Notes. In case of a discrepancy between such terms and conditions and these Terms and Conditions, these Terms and Conditions will prevail insofar it concerns the Issuer and/or the Notes.

Article 3 INTEREST

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

- 3.1 The Notes are issued by the Issuer and bear interest at the interest rate as stated in **Annex I** as from the first day of the month following the Project becoming fully funded on the website of Energise Africa Website and such date is specified in **Annex I** hereof (the "**Issue Date**") until and including the Maturity Date, or such earlier date on which the Principal Amount has been repaid in full (**Interest**).
- 3.2 For the avoidance of doubt, each Note shall bear interest as of the Issue Date, and be payable semi-annually as per the Amortization Schedule in **Annex I** ("**Interest Payment Date**").
- 3.3 Interest shall be calculated on the basis of 30 (thirty) days in a month and 360 (three hundred and sixty) days in a year. Interest is calculated on the basis of the Outstanding Amount of the Notes in such year, the first year starting as of the Issue Date.
- 3.4 Interest will be paid on the Interest Payment Date.

Article 4 REPAYMENT OF THE NOTES AND PAYMENTS ON THE NOTES

- 4.1 The Notes shall be repaid by the Issuer in accordance with the Amortization Schedule attached hereto ("**Repayment**") in **Annex I**. Repayments are semi-annual and in equal instalments.
- 4.2 Not earlier than 12 (twelve) months after the issuance date, the Issuer may prepay the Principal Amount, in full or in part (the "**Prepayment Amount**"), on an Interest Payment Date (the relevant Interest Payment Date hereinafter being referred to in this paragraph as the "**Prepayment Date**") (the "**Voluntary Prepayment**"). In addition to the Prepayment Amount, the Issuer shall pay to the Investors on the Prepayment Date an amount equal to the sum of: (a) interest accrued on the Prepayment Amount up to the Prepayment Date, and (b) a prepayment fee of 1.5% (one and a half percent) of the Prepayment Amount, and any legal or other fees incurred as a result of the Voluntary Prepayment or otherwise.
- 4.3 All payments made by the Issuer under the Notes shall be calculated and made in GBP only, and shall be deposited into the bank account of the payment services provider used by the Investors, as provided under the terms and conditions of Lendahand Ethex.
- 4.4 The Issuer shall, under no circumstances, have the right to suspend any payment, the right to set-off or any similar right to withhold payment.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

- 4.5 Payments made by the Issuer shall be first applied to the interest due and subsequently to the Principal Amount.
- 4.6 If, at any time, the Issuer is in default in the payment of any amount of principal, interest, fees or other obligations due hereunder (whether by acceleration, at maturity or otherwise), the Issuer agrees to pay an additional interest rate of 2% (two percent) per annum above the rate set forth in Article 3.1 on the then due Principal Amount until the date on which the overdue sum is paid.

Article 5 TAXES

- 5.1 All taxes charged in Germany in relation to any payments made under the Notes will be paid by the Issuer.
- 5.2 All taxes required by law to be deducted or withheld by the Issuer from any amounts paid or payable under the Notes shall be paid by the Issuer when due. Details of the gross amount of the payment, any tax deducted and the actual amount paid will be included on an annual tax statement made available to Investors.
- 5.3 All costs and expenses of the Investors to be made by the Investors in order to collect payment of any amount due under the Notes, irrespective as to whether these costs are judicial or extrajudicial, shall be paid and borne by the Issuer.

Article 6 COVENANTS

- 6.1 The Issuer shall obtain, comply with the terms of and do all that is necessary to maintain in full force and effect all authorizations, approvals, licenses and consents required under any applicable law to enable the Issuer lawfully to enter into and perform its obligations under the Notes and to carry on the business of the Issuer and to ensure the legality, validity, enforceability or admissibility in evidence of the Notes in its jurisdiction of incorporation.
- 6.2 The Issuer shall comply in all respects with all laws to which it may be subject, except when such failure to comply would not result in a Material Adverse Effect.
- 6.3 The Issuer shall procure that no substantial change is made to the general nature of its business from that carried on at the date of the origination of the Notes.
- 6.4 The Issuer shall not undertake or permit any merger, demerger, amalgamation or corporate restructuring, which has or could reasonably be expected to have a Material Adverse Effect.

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

6.5 All costs related to the obligations of the Issuer under this Article shall be borne by the Issuer.

Article 7 EVENTS OF DEFAULT

7.1 Each of the events as described hereunder constitutes an Event of Default on the part of the Issuer:

- (i) the failure to pay any sum due under the Notes at the time, in the currency and in the manner required, which non-payment is not remedied within 30 (thirty) days after the due date thereof;
- (ii) a representation or warranty hereunder or repeated by the Issuer in or pursuant to these Terms and Conditions is incorrect or misleading in any material respect when made or repeated;
- (iii) the failure to duly perform any other obligation, including the covenants under Article 6, under or resulting from these Terms and Conditions, which non-performance, if capable of remedy, is not remedied within 7 (seven) days after the Investors' relevant notice to the Issuer which notice shall at all times be given by Lendahand Ethex on behalf of the Investors;
- (iv) an attachment or execution affects any assets of the Issuer and is not discharged within 14 (fourteen) days;
- (v) the Issuer under its relevant jurisdiction is declared bankrupt or is granted a moratorium or a request for bankruptcy or moratorium is filed;
- (vi) the Issuer is dissolved, a resolution for its dissolution is passed or a request for its dissolution is filed;
- (vii) any material debt of the Issuer in an amount exceeding 3% (three percent) of Total Equity is not paid when due nor within any originally applicable grace period, or any material debt of the Issuer in an amount exceeding 3% (three percent) of Total Equity is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an Event of Default (similar as described hereunder);
- (viii) any event or circumstance occurs that, in the opinion of Lendahand Ethex, might have, directly or indirectly, a Material Adverse Effect on the Issuer's

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

ability to perform any of its payment obligations under the Notes; or

- (ix) any event of default under the Website Issuer Access Agreement concluded between Lendahand Ethex and the Issuer.

7.2 The Issuer shall, without any delay, inform the Investors through Lendahand Ethex in its capacity of intermediary, in writing if an Event of Default has occurred or is likely to occur.

7.3 If an Event of Default has occurred, all Notes still outstanding, together with accrued interest and all other amounts owing under the Notes, will immediately be due and payable without any notice of default or court intervention being required.

Article 8 REPRESENTATIONS AND WARRANTIES

8.1 The Issuer explicitly represents and warrants that:

- (i) The Issuer is a company, duly organized, validly existing and in good standing under the laws of its jurisdiction. The Issuer has the power to own its assets and carry on its business substantially as it is being conducted;
- (ii) The Notes will constitute legal, valid and binding obligations against it in accordance with its terms and will not violate any contract of the Issuer entered into prior to the issue date of the Notes;
- (iii) The Issuer is authorized and licensed and has the capacity to fulfil its obligations under the Notes, to offer and issue the Notes;
- (iv) No Event or Default is outstanding or likely to result from the Notes;
- (v) The Issuer's obligations towards the Investors under the Notes, unless secured, rank senior to any company director loan and at least pari passu with the existing or future claims of all its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;
- (vi) The Issuer shall not pay or discharge (including, without limitation, by way of set-off or combination of accounts), or grant any guarantee, indemnity, bond, letter of credit or similar assurance against financial loss in support of, any indebtedness owed by it or any other person unless there is prior written consent of the Investors;

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

- (vii) The Issuer shall not declare or pay any dividends upon any of its stock, or purchase, redeem, retire or otherwise acquire, directly or indirectly, any shares, or make any distribution of cash, property or assets among the shareholders, if the earning before tax over the last 12 (twelve) months is negative or an Event of Default has occurred and is continuing, or would occur; and
- (viii) No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have been started or threatened against the Issuer. In any proceedings taken in its jurisdiction of incorporation in relation to the Notes, the Issuer will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

8.2 Investors will not directly approach the Issuer, but will approach Lendahand Ethex and instruct Lendahand Ethex to act on their behalf but only in accordance with the terms agreed between Lendahand Ethex and the Issuer.

8.3 The representations set out in this Article 8 shall be deemed to be given and repeated:

(a) on the Issue Date; and

(b) on each Interest Payment Date;

by reference to the facts and circumstances then existing.

Article 9 PRESCRIPTION

9.1 Claims against the Issuer for payment of principal and interest in respect of the Notes will be prescribed and become void unless made within a period of five years after the date on which such payment first becomes due.

Article 10 SECURITY

10.1 **Security:** the Notes are secured by means of the following security:

1. Recourse over the assets funded via the Energise Africa platform until transferred to the Issuer's Ghanaian Subsidiary (the **Assets**). This will be done via a first priority right of pledge or assignment of the Assets by virtue of a continuing deed of assignment or deed of pledge to be executed by the Issuer.
2. Recourse over the collection account that must be maintained at any time at a Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

minimum of the total of (principal repayments + interest payments) that will become due in the next 3 months (the **Collection Account**). This will be done via a first priority right of pledge or assignment of the Collection Account by virtue of a continuing deed of assignment or deed of pledge to be executed by the Issuer.

- 10.2 The Security is granted both to Lendahand Ethex and to the holders of the Notes, in order to ensure repayment of any amount due under the website issuer access agreement between Lendahand Ethex and the Issuer as well as under the Notes. The Security granted to each of Lendahand Ethex or the Noteholders shall be granted separately but at all times simultaneously and such Security shall be *pari passu*.
- 10.3 The Security Right documentation is a.o. concluded for and on behalf of the Investors, based on the power of attorney as stipulated in the Lendahand Ethex General Terms & Conditions. However, the laws applicable to the Issuer, rights granted to third parties and other circumstances may affect the ability of Lendahand Ethex to exercise the Security Right in favour of the holders of the Notes and/or Lendahand Ethex.
- 10.4 The Issuer will bear all costs related to the establishment and the maintenance of the Security.

Article 11 MISCELLANEOUS

11.1 Evidence

Subject to evidence to the contrary or manifest error, the records of Lendahand (Hands-on B.V.) in respect of the Notes as holder of the collective depot (*verzameldepot*) will constitute conclusive evidence of the existence and amounts of any of the obligations of the Issuer under the Notes.

11.2 Notifications

- a. All notices and other communications relating to the Notes shall be sent to the following addresses:

- (i) For Investors:

Lendahand Ethex Ltd.
Old Music Hall
106-108 Cowley Road
OX4 1JE

Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.

Oxford
United Kingdom

Email address: help@lendahand.co.uk

(ii) For Issuer:

REDAVIA GmbH
Türkenstrasse 38
80799 München
Germany

Email address: e.spolders@redaviasolar.com and
o.keilhack@redaviasolar.com

or to such address as stipulated in these Terms and Conditions or as the Issuer or Lendahand Ethex may specify, by registered mail with acknowledgement of receipt, by courier, or by e-mail.

- b. Notices and other communications sent as outlined below shall be deemed to have been received by the addressee at the following times:
- (i) if delivered by a courier service: at the time the communication is delivered to the addressee by the courier;
 - (ii) if sent by registered post: on the day specified on the receipt report;
 - (ii) if sent by e-mail: on the day specified on the corresponding receipt report.

11.3 Invalidity of Provisions

In the event that any provision of the Notes appears to be non-binding, the other provisions of the Notes will continue to be effective. The Issuer is obliged to replace the non-binding provision with another provision that is binding, in such manner that the new provision differs as little as possible from the non-binding provision, taking into account the object and the purpose of the Notes.

- 11.4 The signed Fully Funded Notice shall form an integral part of the Notes and receipt of the duly signed and executed Fully Funded Notice by Lendahand Ethex will

constitute the issuance of the Notes in accordance with the Terms and Conditions thereof.

Article 12 APPLICABLE LAW AND COMPETENT COURT

12.1 The Notes are governed by the law of England and Wales.

12.2 Any dispute arising from the Notes, which cannot be settled amicably, shall be submitted to the competent courts of England and Wales

For more information

Complaints – Any complaints about the Investment Offer should be sent to help@energiseafrica.com. Further information on our Complaints Policy can be found on <https://www.energiseafrica.com/complaints>.

Reference may also be made to the Financial Ombudsman Service at Exchange Tower, London E14 9SR or by visiting www.financialombudsman.org.uk.

If you wish to invest online, please visit www.energiseafrica.com

Please call or email help@energiseafrica.com if you have any questions with regards to investing in this bond.

This offer document was made in conjunction with Ethex, Hands-on BV, Lendahand Ethex Ltd and DFID Crowdfunding Campaign



Lendahand Ethex Ltd (FRN: 776908), trading as Energise Africa, is an appointed representative of Share In Ltd (FRN:603332), which is authorised and regulated by the Financial Conduct Authority. Lendahand Ethex Ltd's registered address is 106-108 Cowley Road, Oxford, United Kingdom, OX4 1JE.