

SECURITIES AND EXCHANGE COMMISSION

FORM SC 13D/A

Schedule filed to report acquisition of beneficial ownership of 5% or more of a class of equity securities [amend]

Filing Date: **2021-12-08**
SEC Accession No. **0000950103-21-019518**

(HTML Version on secdatabase.com)

SUBJECT COMPANY

Karooooo Ltd.

CIK: **1828102** | IRS No.: **000000000** | State of Incorpor.: **U0** | Fiscal Year End: **0228**
Type: **SC 13D/A** | Act: **34** | File No.: **005-92497** | Film No.: **211479117**
SIC: **7372** Prepackaged software

Mailing Address

*363 SMITH STREET
#05-303*

*NEW BRIDGE CENTRE U0
050336*

Business Address

*363 SMITH STREET
#05-303*

*NEW BRIDGE CENTRE U0
050336
65 6255 4151*

FILED BY

Calisto Isaias Jose

CIK: **1858403**
Type: **SC 13D/A**

Mailing Address

*10 ANSON ROAD #12-14
INTERNATIONAL PLAZA U0
079903*

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**
Washington, D.C. 20549

SCHEDULE 13D/A

**Under the Securities Exchange Act of 1934
(Amendment No. 2)***

Karoo000 Ltd.

(Name of Issuer)

**Ordinary Shares, no par value
(Title of Class of Securities)**

**Y4600W108
(CUSIP Number)**

**Isaias (Zak) Jose Calisto
C/O Karoo000 Ltd.**

**10 Anson Road #12-14
International Plaza
Singapore 079903
+65 6255 4151**

with a copy to:

**John B. Meade, Esq.
Roshni Banker Cariello, Esq.
Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
Tel: (212) 450-4077**

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

**December 8, 2021
(Date of Event Which Requires Filing of this Statement)**

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D/A, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Exchange Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. Y4600W108

1	NAMES OF REPORTING PERSONS Isaias (Zak) Jose Calisto	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (SEE INSTRUCTIONS) (a) <input type="checkbox"/> (b) <input checked="" type="checkbox"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (SEE INSTRUCTIONS) OO	
5	CHECK IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(D) OR 2(E) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION South Africa	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 23,210,294 ⁽¹⁾⁽²⁾
	8	SHARED VOTING POWER 0
	9	SOLE DISPOSITIVE POWER 23,210,294 ⁽¹⁾⁽²⁾
	10	SHARED DISPOSITIVE POWER 0
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 23,210,294 ⁽¹⁾⁽²⁾	
12	CHECK IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (SEE INSTRUCTIONS) <input checked="" type="checkbox"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 75.0%	
14	TYPE OF REPORTING PERSON (SEE INSTRUCTIONS) IN	

(1) Includes 20,110,294 ordinary shares, no par value per share (the “Ordinary Shares”) of Karooooo Ltd., a Singapore public limited company (the “Issuer”), consisting of 20,332,894 Ordinary Shares held by Mr. Calisto prior to the Issuer’s initial public offering in the United States, and 86,400 Ordinary Shares acquired by Mr. Calisto pursuant to his participation in the Reinvestment (as defined below), less 309,000 Ordinary Shares sold by Mr. Calisto on the Johannesburg Stock Exchange pursuant to Rule 144 between November 5 and November 22, 2021, according to information provided by the Issuer.

(2) Includes 3,100,000 Ordinary Shares held by One Spire (Pty) Ltd. (“One Spire”), pursuant to the A&R One Spire Voting Agreement described herein, according to information provided by the Issuer. Beneficial ownership of the 3,100,000 Ordinary Shares held by One Spire is being reported hereunder solely because Mr. Calisto may be deemed to have beneficial ownership and shared voting and dispositive power as a result of the A&R One Spire Voting Agreement described herein. Neither the filing of this Schedule 13D/A nor any of its contents shall be deemed to constitute an admission by Mr. Calisto that he is the beneficial owner of any Ordinary Shares held by One Spire for purposes of Section 13(d) of the Exchange Act or for any other purpose, and such beneficial ownership thereof is expressly disclaimed.

Explanatory Note

This Amendment No. 2 amends, restates and supersedes the statement on Schedule 13D (the “Schedule 13D”) filed with the U.S. Securities and Exchange Commission on April 26, 2021, as amended and restated by the Amendment No. 1 filed with the SEC on August 23, 2021 (File No. 005-92497), by Isaias (Zak) Jose Calisto, a South African Citizen relating to the Ordinary Shares of the Issuer. Information reported in this Schedule 13D/A amends, restates and supersedes information provided in the Schedule 13D, as amended.

Item 1. Security and Issuer

This Schedule 13D/A relates to the ordinary shares, no par value per share (the “Ordinary Shares”) of Karooooo Ltd., a Singapore public limited company (the “Issuer”). The address of the principal executive office of the Issuer is 10 Anson Road, #12-14, International Plaza, Singapore 079903.

Item 2. Identity and Background

(a)-(b) This Schedule 13D/A is being filed by Isaias (Zak) Jose Calisto, a South African citizen.

The address of the principal business office of Isaias (Zak) Jose Calisto is c/o Karooooo Ltd., 10 Anson Road #12-14, International Plaza Singapore 079903.

(c) The principal business of Mr. Calisto is serving as the Chief Executive Officer and as a director of the Issuer.

(d) During the last five years, Mr. Calisto has not been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) During the last five years, Mr. Calisto has not been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction and, as a result of such proceeding, was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) See Item 2(a)-(b) above for citizenship of Mr. Calisto.

Item 3. Source and Amount of Funds or Other Consideration

As more fully described in Item 4 hereof, Mr. Calisto has not paid any funds or other consideration in connection with the execution and delivery of the A&R One Spire Voting Agreement (as defined below) and therefore no consideration was paid in connection with the voting rights requiring the filing of this Schedule 13D/A.

Between November 5 and November 22, 2021, Mr. Calisto sold 309,000 Ordinary Shares on the Johannesburg Stock Exchange pursuant to Rule 144 for aggregate consideration of R156,585,631.74 at a price of R506.75 per Ordinary Share, through Peresec SA Nominees (Pty) Ltd. as broker, primarily to fund taxes and costs related to the Scheme.

Item 4. Purpose of Transaction

In anticipation of the Issuer’s initial public offering, and recognizing that Mr. Calisto, as founder, would receive no special rights pursuant to the Constitution of the Issuer, Mr. Calisto and Georgem Holdings (Pty) Ltd. (“Georgem”) entered into that certain Voting Agreement (the “Original Voting Agreement”), dated as of March 22, 2021, with the purpose of providing Mr. Calisto and his permitted transferees the right to exercise, or cause Georgem to exercise as directed by Mr. Calisto and his permitted transferees, the voting rights in respect of the Initial Georgem Holding (as defined below).

In connection with the initial public offering of the Issuer in the United States, a corporate reorganization (the “Corporate Reorganization”) was undertaken pursuant to a scheme of arrangement under Section 114(1) (as read with Section 115) of the South African Companies Act (the “Scheme”), whereby the Issuer, as the majority shareholder of Cartrack Holdings Limited (“Cartrack”) acquired for cash all of the outstanding ordinary shares held by the minority shareholders of Cartrack at a price equal to R42.00 per

share (the “Scheme Consideration”), and, as a result, Cartrack became a wholly owned subsidiary of the Issuer. In connection with the Scheme, certain eligible shareholders of Cartrack elected to use all or a portion of their Scheme Consideration to subscribe for Ordinary

Shares of the Issuer (the “Reinvestment”). Georgem, an eligible Cartrack shareholder, used its Scheme Consideration to participate in the Reinvestment and acquired 3,550,000 Ordinary Shares on April 21, 2021 (the “Initial Georgem Holding”).

On August 12, 2021, in anticipation of the August One Spire Transaction (as defined below), Mr. Calisto and Georgem entered into that certain Amended and Restated Voting Agreement (the “A&R Georgem Voting Agreement”) dated as of August 12, 2021, with the purpose of amending, restating and superseding the Original Voting Agreement to permit Georgem to transfer 3,000,000 Ordinary Shares in connection with the August One Spire Transaction.

Pursuant to the A&R Georgem Voting Agreement, Mr. Calisto and Georgem had agreed that if Mr. Calisto’s beneficial ownership falls to below 51% of the issued and outstanding Ordinary Shares of the Issuer, then Georgem will cast all votes in respect of the Ordinary Shares held by Georgem as directed by Mr. Calisto and his permitted transferees. In addition, without the prior written consent of Mr. Calisto, Georgem is not permitted to acquire any additional Ordinary Shares.

Concurrent with execution of the A&R Georgem Voting Agreement and in anticipation of the August One Spire Transaction, Mr. Calisto and One Spire entered into that certain Voting Agreement (the “Original One Spire Voting Agreement”), dated as of August 12, 2021, with the purpose of providing Mr. Calisto and his permitted transferees the right to exercise, or cause One Spire to exercise as directed by Mr. Calisto and his permitted transferees, the voting rights in respect of the Ordinary Shares held by One Spire in connection with the August One Spire Transaction or otherwise held by One Spire.

On August 23, 2021, Georgem and One Spire consummated a transfer of 3,000,000 Ordinary Shares held by Georgem to One Spire (the “August One Spire Transaction”). Georgem retained 550,000 Ordinary Shares following the August One Spire Transaction.

On August 25, 2021, Georgem sold 309,000 Ordinary Shares on the Johannesburg Stock Exchange pursuant to Rule 144. Georgem retained 241,000 Ordinary Shares following this sale.

Between November 5 and November 22, 2021, Mr. Calisto sold 309,000 Ordinary Shares on the Johannesburg Stock Exchange pursuant to Rule 144 for aggregate consideration of R156,585,631.74 at a price of R506.75 per Ordinary Share, through Persec SA Nominees (Pty) Ltd. as broker, primarily to fund taxes and costs related to the Scheme.

On November 29, 2021, Georgem and One Spire consummated a transfer of 100,000 Ordinary Shares held by Georgem to One Spire (the “November One Spire Transaction”). Georgem retained 141,000 Ordinary Shares following the November One Spire Transaction. One Spire holds 3,100,000 Ordinary Shares following the November One Spire Transaction.

On November 30, 2021, Georgem sold 141,000 Ordinary Shares on the Johannesburg Stock Exchange pursuant to Rule 144. Georgem no longer holds any Ordinary Shares.

On December 6, 2021, in connection with the November One Spire Transaction, Mr. Calisto and One Spire entered into that certain Amended and Restated Voting Agreement (the “A&R One Spire Voting Agreement”), dated as of December 6, 2021, with the purpose of amending, restating and superseding the Original One Spire Voting Agreement.

Pursuant to the A&R One Spire Voting Agreement, Mr. Calisto and One Spire have agreed that if Mr. Calisto’s beneficial ownership falls to below 51% of the issued and outstanding Ordinary Shares of the Issuer, then One Spire will cast all votes in respect of the Ordinary Shares held by One Spire as directed by Mr. Calisto and his permitted transferees. In addition, without the prior written consent of Mr. Calisto, One Spire is not permitted to (i) transfer any Ordinary Shares owned by One Spire or (ii) acquire any additional Ordinary Shares.

Mr. Calisto disclaims beneficial ownership of such Ordinary Shares.

The description of the voting agreements contained in this Item 4 is not intended to be complete and is qualified in its entirety by reference to such documents, which are filed as Exhibits 99.1 and 99.2 hereto and incorporated by reference herein.

In connection with the Corporate Reorganization, Mr. Calisto, an eligible Cartrack shareholder, used his Scheme Consideration to participate in the Reinvestment and acquired 86,400 additional Ordinary Shares on April 21, 2021.

The information in Item 6 of this Schedule 13D/A is incorporated herein by reference.

Mr. Calisto intends to review his investment in the Issuer on an ongoing basis and, in the course of their review, may take actions (including through their affiliates) with respect to his investment or the Issuer, including communicating with the board of directors of the Issuer (the “Board”), members of management or other security holders of the Issuer, or other third parties from time to time, taking steps to implement a course of action, including, without limitation, engaging advisors, including legal, financial, regulatory, technical and/or industry advisors, to assist in any review, and evaluating strategic alternatives as they may become available. Such discussions and other actions may relate to, subject to the terms and conditions of the documents described herein to which Mr. Calisto is a party, various alternative courses of action, including, without limitation, those related to an extraordinary corporate transaction (including, but not limited to a merger, reorganization or liquidation) involving the Issuer or any of its subsidiaries; business combinations involving the Issuer or any of its subsidiaries, a sale or transfer of a material amount of assets of the Issuer or any of its subsidiaries; material asset purchases; the formation of joint ventures with the Issuer or any of its subsidiaries or the entry into other material projects; changes in the present business, operations, strategy, future plans or prospects of the Issuer, financial or governance matters; changes to the Board (including board composition) or management of the Issuer; acting as a participant in debt financings of the Issuer or any of its subsidiaries, changes to the capitalization, ownership structure, dividend policy, business or corporate structure or governance documents of the Issuer; de-listing or de-registration of the Issuer’s securities, or any action similar to those enumerated above.

Such discussions and actions may be preliminary and exploratory in nature, and not rise to the level of a plan or proposal. Subject to the terms and conditions of the documents described herein to which Mr. Calisto is a party, Mr. Calisto or his affiliates may seek to acquire securities of the Issuer, including Ordinary Shares and/or other equity, debt, notes or other financial instruments related to the Issuer or the Ordinary Shares (which may include rights or securities exercisable or convertible into securities of the Issuer), and/or sell or otherwise dispose of some or all of such Issuer securities or financial instruments (which may include distributing some or all of such securities to Mr. Calisto’s respective partners or beneficiaries, as applicable) from time to time, in each case, in open market or private transactions, block sales or otherwise. Any transaction that Mr. Calisto or his affiliates may pursue, subject to the terms and conditions of the documents described herein to which Mr. Calisto is a party, may be made at any time and from time to time without prior notice and will depend on a variety of factors, including, without limitation, the price and availability of the Issuer’s securities or other financial instruments, Mr. Calisto’s or such affiliates’ trading and investment strategies, subsequent developments affecting the Issuer, the Issuer’s business and the Issuer’s prospects, other investment and business opportunities available to Mr. Calisto and his affiliates, general industry and economic conditions, the securities markets in general, tax considerations and other factors deemed relevant by Mr. Calisto and such affiliates.

In particular, Mr. Calisto intends to dispose of up to an additional 1,236,000 Ordinary Shares within 12 months from the date of the initial Schedule 13D to fund the payment of taxes and costs related to the Scheme and to increase the free float of the Issuer.

In his capacity as Chief Executive Officer and a director of the Issuer, Mr. Calisto intends to continue taking an active role in the Issuer’s management. Also, in his capacity as Chief Executive Officer and a director of the Issuer, Mr. Calisto intends to be involved in approvals or recommendations with respect to the issuance of additional securities of the Issuer to employees of the Issuer or its subsidiaries.

Except as described in this Schedule 13D/A, Mr. Calisto does not have any present plans or proposals that relate to or would result in any of the actions described in subparagraphs (a) through (j) of Item 4 of Schedule 13D. However, subject to the agreements described herein, as part of his ongoing evaluation of this investment and investment alternatives, Mr. Calisto may consider such matters and, subject to applicable law, may formulate a plan or proposal with respect to such matters, and, from time to time, may hold discussions with or make formal proposals to management or the Board, other stockholders of the Issuer or other third parties regarding such matters.

Item 5. Interest in Securities of the Issuer

(a)-(b) As of the filing date of this Schedule 13D/A, as a result of the A&R One Spire Voting Agreement, Mr. Calisto may be deemed to have (i) beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) and (ii) sole power to vote or direct the vote of 3,100,000 Ordinary Shares, which, together with Mr. Calisto’s additional 20,110,294 Ordinary Shares, represents approximately

75.0% of the Ordinary Shares deemed to be outstanding pursuant to Rule 13d-3(d)(1) of the Exchange Act, subject to the conditions and limitations of the A&R

One Spire Voting Agreement. Calculations of the percentage of Ordinary Shares beneficially owned assumes that there were 30,951,106 Ordinary Shares outstanding as reported in the Issuer's Report on Form 6-K filed with the U.S. Securities and Exchange Commission on October 14, 2021. However, as of the filing date of this Schedule 13D/A, as Mr. Calisto otherwise beneficially owns Ordinary Shares representing more than 51% of the total issued and outstanding Ordinary Shares of the Issuer, he may not exercise voting rights in respect of the 3,100,000 Ordinary Shares owned by One Spire.

The aggregate number and percentage of the Ordinary Shares beneficially owned by Mr. Calisto and the number of shares as to which Mr. Calisto has sole power to vote or to direct the vote, shared power to vote or to direct the vote, sole power to dispose or to direct the disposition, or shared power to dispose or to direct the disposition are set forth on rows 7 through 11 and row 13 of the cover pages of this Schedule 13D/A and are incorporated herein by reference.

(c) Except as set forth in this Schedule 13D/A, Mr. Calisto has not effected any transaction in Ordinary Shares in the past 60 days.

(d) Not applicable.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information set forth, or incorporated by reference, in Items 3 through 5 of this Schedule 13D/A is incorporated by reference into this Item 6. Except as otherwise described in this Schedule 13D/A, to the knowledge of Mr. Calisto, there are no other contracts, arrangements, understandings or relationships (legal or otherwise) among the persons named in Item 2 hereto and between such persons and any person, with respect to any securities of the Issuer, including but not limited to transfer or voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, puts or calls, guarantees of profits, division of profits or loss, or the giving or withholding of proxies.

Registration Rights Agreement

On April 6, 2021, the Issuer and Mr. Calisto entered into a Registration Rights Agreement (the "Registration Rights Agreement"). Pursuant to the terms of the Registration Rights Agreement, the Issuer will provide for customary "demand" registrations and "piggyback" registration rights. The Registration Rights Agreement will also provide that the Issuer will pay certain expenses relating to such registrations and indemnify the registration rights holders against (or make contributions in respect of) certain liabilities which may arise under the Securities Act of 1933, as amended.

The description of the Registration Rights Agreement contained in this Item 6 is not intended to be complete and is qualified in its entirety by reference to such document, which was filed as Exhibit 10.5 to the Form F-1 registration statement filed with the U.S. Securities and Exchange Commission on March 22, 2021 and is incorporated by reference herein.

Item 7. Material to be Filed as Exhibits

Exhibit	Description
----------------	--------------------

99.1	Amended and Restated Voting Agreement, dated as of December 6, 2021, by and between Mr. Calisto and One Spire (Pty) Ltd. (filed herewith).
------	--

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

Dated: December 8, 2021

ISAIAS (ZAK) JOSE CALISTO

By: /s/ Isaias (Zak) Jose Calisto

Name: Isaias (Zak) Jose Calisto

AMENDED AND RESTATED VOTING AGREEMENT

AMENDED AND RESTATED VOTING AGREEMENT (the “**Agreement**”) dated and effective as of December 6, 2021 between (i) Isaias Jose Calisto (“**IJC**”) and (ii) One Spire (Pty) Ltd. (“**One Spire**”).

WITNESSETH:

WHEREAS, IJC is the founder of Karooooo Ltd. (the “**Company**”);

WHEREAS, One Spire acquired 3,000,000 ordinary shares of the Company (the “**Ordinary Shares**”) from Georgem Holdings (Pty) Ltd. (“**Georgem**”) in August 2021 (the “**August One Spire Transaction**”);

WHEREAS, Georgem expects to transfer 100,000 Ordinary Shares to One Spire (Pty) Ltd. (the “**November One Spire Transaction**”);

WHEREAS, IJC and One Spire are parties to that certain Voting Agreement, dated August 12, 2021 (the “**Prior Agreement**”);

WHEREAS, in connection with the November One Spire Transaction, IJC and One Spire desire to amend and restate the Prior Agreement and agree that this Agreement will supersede and replace the Prior Agreement in its entirety; and

WHEREAS, in the absence of any special rights or privileges granted to IJC as founder of the Company pursuant to the Company’s constitutional documents, the parties hereto desire to enter into this Agreement to provide IJC and IJC Transferees with the right to exercise, or cause One Spire to exercise as directed by IJC and IJC Transferees, the voting rights in respect of any Ordinary Shares beneficially owned by One Spire for so long as IJC and IJC Transferees, in his or their sole discretion, determine to do so.

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. As used in this Agreement, the following terms have the following meanings:

“**August One Spire Transaction**” means the transfer of 3,000,000 Ordinary Shares from Georgem to One Spire which was consummated in August 2021.

“**Beneficially Owned**” has the meaning ascribed to such term in Rule 13d-3 of the Exchange Act.

“**Company**” means Karooooo Ltd., a public limited company organized under the laws of the Republic of Singapore.

“**Company Securities**” means (i) the Ordinary Shares, (ii) securities convertible into or exchangeable for Ordinary Shares and (iii) any options, warrants or other rights to acquire Ordinary Shares.

“**Exchange Act**” means the U.S. Securities Exchange Act of 1934, as amended.

“**Georgem**” Georgem Holdings (Pty) Ltd.

“**IJC**” means Isaias Jose Calisto.

“**IJC Family Tranferee**” means the spouse, the lineal descendant, sibling, heir, executor, administrator, testamentary trustee, legatee or beneficiary of IJC.

“**IJC Transferee**” means any Person to whom Company Securities are Transferred from IJC; *provided that* such transferee is (A) an IJC Family Transferee, (B) a trust that is for the exclusive benefit of an IJC Family Transferee or (C) a legal entity that is controlled by an IJC Family Transferee.

“**November One Spire Transaction**” means the transfer of 100,000 Ordinary Shares from Georgem to One Spire.

“**One Spire**” One Spire (Pty) Ltd.

“**One Spire Holding**” means the 3,100,000 Ordinary Shares that One Spire is expected to Beneficially Own following the November One Spire Transaction.

“**Ordinary Shares**” means the ordinary shares of the Company and any other security into which such ordinary shares may hereafter be converted or changed.

“**Person**” means an individual, corporation, limited liability company, partnership, association, trust or other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

“**Transfer**” means, with respect to any Company Securities, (i) when used as a verb, to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer such Company Securities or any participation or interest therein, whether directly or indirectly (including pursuant to a derivative transaction), or agree or commit to do any of the foregoing and (ii) when used as a noun, a direct or indirect sale, assignment, disposition, exchange, pledge, encumbrance, hypothecation, or other transfer of such Company Securities or any participation or interest therein or any agreement or commitment to do any of the foregoing.

Section 1.02. The words “hereof”, “herein” and “hereunder” and words of like import used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. References to Articles, Sections, Exhibits and Schedules are to Articles, Sections, Exhibits and Schedules of this Agreement unless otherwise specified. All Exhibits and Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein. Any capitalized terms used in any Exhibit or Schedule but not otherwise defined therein, shall have the meaning as defined in this Agreement. Any singular term in this Agreement shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in this Agreement, they shall be deemed to be followed by the words “without limitation”, whether or not they are in fact followed by those words or words of like import. “Writing”, “written” and comparable terms refer to printing, typing and other means of reproducing words (including electronic media) in a visible form. References to any agreement or contract are to that agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof and thereof; *provided that* with respect to any agreement or contract listed on any schedules hereto, all such amendments, modifications or supplements must also be listed in the appropriate schedule. References to any law include all rules and regulations promulgated thereunder. References to any Person include the successors and permitted assigns of that Person. References from or through any date mean, unless otherwise specified, from and including or through and including, respectively.

ARTICLE 2

VOTING

Section 2.01. For so long as IJC and IJC Transferees, when taken together, shall Beneficially Own Company Securities but not Beneficially Own more than fifty one percent of the issued and outstanding number of Ordinary Shares, One Spire shall, in person or by proxy, cast all votes to which One Spire is entitled in respect of the Ordinary Shares that One Spire Beneficially Owns, whether at any annual or special meeting of shareholders of the Company, by written consent or otherwise, in the manner directed in writing by IJC.

Section 2.02. For so long as IJC and IJC Transferees, when taken together, shall Beneficially Own Company Securities but not Beneficially Own more than fifty one percent of the issued and outstanding number of Ordinary Shares, if IJC requests One Spire to grant IJC a proxy to cast any or all votes to which One Spire is entitled in respect of the Ordinary Shares that One Spire Beneficially Owns, whether at any annual or special meeting of shareholders of the Company, One Spire shall grant IJC such proxy.

Section 2.03. In the event that IJC shall transfer Ordinary Shares from IJC to IJC Transferees and IJC shall no longer Beneficially Own Company Securities, then for so long as any such IJC Transferee shall Beneficially Own Company Securities but not, when taken together with all other IJC Transferees, Beneficially Own more than fifty one percent of the issued and outstanding number of Ordinary Shares, such IJC Transferee may exercise the rights granted to IJC by Section 2.01 on a *pro rata* basis in the proportion that such IJC Transferee's Beneficial Ownership of Ordinary Shares relates to the aggregate Beneficial Ownership of Ordinary Shares of all such IJC Transferees.

ARTICLE 3 TRANSFER AND ACQUISITION

Section 3.01. Except with the prior consent in writing of IJC, which consent may be withheld at the sole discretion of IJC, One Spire shall not Transfer to any Person any Company Securities Beneficially Owned by One Spire.

Section 3.02. Other than the One Spire Holding, except with the prior consent in writing of IJC, which consent may be withheld at the sole discretion of IJC, One Spire shall not acquire Beneficial Ownership of any Company Securities.

ARTICLE 4 NO CONFLICTING AGREEMENTS

Section 4.01. One Spire shall not (i) grant any proxy or enter into or agree to be bound by any voting trust or agreement with respect to the Company Securities, except as expressly contemplated by this Agreement, (ii) enter into any agreement or arrangement of any kind with any Person with respect to any Company Securities inconsistent with the provisions of this Agreement or for the purpose or with the effect of denying or reducing the rights of IJC under this Agreement, including agreements or arrangements with respect to the Transfer or voting of its Company Securities or (iii) act, for any reason, as a member of a group or in concert with any other Person in connection with the Transfer or voting of its Company Securities in any manner that is inconsistent with the provisions of this Agreement.

ARTICLE 5 MISCELLANEOUS

Section 5.01. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors, legal representatives and permitted assigns. IJC may assign this Agreement and any right or remedy arising hereunder or by reason hereof to any IJC Transferee. One Spire may not assign this Agreement or any obligation hereunder or by reason hereof to any Person.

Section 5.02. All notices, requests and other communications to any party shall be in writing and shall be delivered in person (including by courier), mailed by certified or registered mail, return receipt requested, or sent by electronic mail (so long as receipt of such electronic mail is requested and received) to: if to IJC, C/O Karooooo Ltd., 10 Anson Road #12-14,

Section 5.03. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 5.04. The parties hereto agree that any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby shall be brought in the United States District Court for the Southern District of New York or any New York State court sitting in New York City, and that any case of action arising out of this Agreement shall be deemed to have arisen from a transaction of business in the State of New York, and each of the parties hereby irrevocably consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum. Process in any such suit, action or proceeding may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 5.02 shall be deemed effective service of process on such party.

Section 5.05. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Section 5.06. Each party hereto acknowledges that the remedies at law of the other parties for a breach or threatened breach of this Agreement would be inadequate and, in recognition of this fact, any party to this Agreement, without posting any bond, and in addition to all other remedies that may be available, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy that may then be available.

Section 5.07. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Electronic signatures complying with the New York Electronic Signatures and Records Act (N.Y. State Tech. §§ 301-309), as amended from time to time, or other applicable law will be deemed original signatures for purposes of this Agreement. Transmission by telecopy, electronic mail or other transmission method of an executed counterpart of this Agreement will constitute due and sufficient delivery of such counterpart.

Section 5.08. This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior and contemporaneous agreements and understandings, both oral and written, among the parties hereto with respect to the subject matter hereof and thereof, including the Prior Agreement.

Section 5.09. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially

adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Isaias Jose Calisto

By: /s/ Isaias Jose Calisto

Name: Isaias Jose Calisto

One Spire (Pty) Ltd.

By: /s/ Juan Marais

Name: Juan Marais

Title: Director
