**Definitions to be moved to the Definitions Section**

|  |  |  |
| --- | --- | --- |
| public shareholders  (derived from par 4.25) |  | securities will not be regarded as being held by the public if they are beneficially held, whether directly or indirectly, by – |
|  |  | (a) the directors of the applicant issuer or of any of its major subsidiaries; |
|  |  | (b) an associate of the applicant issuer and/or of any of its major subsidiary/ies;[[1]](#footnote-1) |
| **Weighted Voting Shares [From Section 4]** |  | (c) an associate of a director of the applicant issuer or of any of its major subsidiaries;  (d) the extended family of a director of the applicant issuer, as applied to the best of his/her knowledge;  (e) the trustees of any employees’ share scheme or pension fund established for the benefit of any directors or employees of the applicant or any of its subsidiaries;  (f) a prescribed officer of the applicant issuer;  (g) the controlling shareholder/s; or[[2]](#footnote-2)  (h) any person where restrictions on trading in the issuer’s listed securities, in any manner or form, are imposed by the applicant issuer for a period exceeding six months from the listing date.[[3]](#footnote-3) |
| weighted voting share structure |  | a share structure that gives certain ordinary shareholders voting rights disproportionate to their shareholding or any other structure that achieves a similar outcome. Typically, shares in one class carry one vote, while shares in another class carry weighted votes |
| enhanced voting process |  | in relation to a weighted voting share structure, a voting process in a general meeting of the applicant, where votes are cast on the basis that one weighted voting share is limited to one vote |
| ordinary voting share |  | in relation to a weighted voting share structure, a share that carries one vote |
| weighted voting share |  | a share that carries weighted votes but that otherwise has the same rights as an ordinary voting share |
| **SPAC**  **[From Section 4]**  completed[[4]](#footnote-4) |  | in relation to a SPAC, the completion of an acquisition of viable assets, meaning that the acquisition has become unconditional and the assets have transferred to the SPAC |
| escrow[[5]](#footnote-5) |  | escrow or similar custodial arrangement to the satisfaction of the JSE, to safeguard the capital of the SPAC for the protection of investors as prescribed by the JSE |
| redemption right |  | in relation to a SPAC, a right afforded only to the shareholder/s who voted against the proposed acquisition of viable assets, to elect to redeem securities and receive a *pro rata* portion of the amount in cash held in escrow, provided the acquisition of viable assets is approved within the prescribed period |
| SPAC |  | a special purpose acquisition company, established for the purpose of facilitating the primary capital raising process to enable the acquisition of viable assets in pursuit of a listing on the main board or the ALTX |
| viable assets |  | the acquisition of assets by the applicant that will on its own enable the SPAC to qualify for a listing on the main board or the ALTX |

**New Definitions**

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| --- | --- | --- |
| pyramid company[[6]](#footnote-6) |  | where an issuer – |
| [From Section 14, par 14.4) |  | (a) exercises more than 50% of the total voting rights of the equity securities of a listed company (“listed controlled company”); |
|  |  | (b) derives 75% or more of its total attributable income before tax from such listed controlled company, or the value of its shareholding in the listed controlled company represents more than 50% of its gross assets, with both measured, as far as possible, at fair value; and |
|  |  | (c) is unable to demonstrate to the JSE that it has:  (i) a business of substance; or  (ii) a business that may qualify for listing, in its own right, without the interest held in the listed controlled company |
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|  |  |  |
| preference shares |  | securities that: |
| (applies to Section 14) |  | 1 have voting rights at annual/general meetings, in relation to items that will affect their terms and conditions; and |
|  |  | 2 will not return the initial capital investment to the preference shareholder, at a predetermined date |
|  |  |  |
|  |  |  |
| net asset value |  | total assets minus total liabilities |
| (applies to Section 3) |  |  |
|  |  |  |

1. [↑](#footnote-ref-1)
2. [↑](#footnote-ref-2)
3. [↑](#footnote-ref-3)
4. [↑](#footnote-ref-4)
5. [↑](#footnote-ref-5)
6. [↑](#footnote-ref-6)