

## KEY INVESTMENT INFORMATION SHEET

### Eden Solar Farm Development Limited - EIS Fundraising Round 2026

#### Green Crowd Limited trading as Green Crowd is regulated by the Central Bank of Ireland

This crowdfunding offer has been neither verified nor approved by The Central Bank of Ireland or the European Securities and Markets Authority (ESMA).

The appropriateness of your experience and knowledge have not necessarily been assessed before you were granted access to this investment.

By making this investment, you assume full risk of taking this investment, including the risk of partial or entire loss of the money invested.

#### **Risk warning**

Investment in this crowdfunding project entails risks, including the risk of partial or entire loss of the money invested. Your investment is not covered by the deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council <sup>(1)</sup>. Nor is your investment covered by the investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council <sup>(2)</sup>.

You may not receive any return on your investment.

This is not a savings product, and we advise you not to invest more than 10% of your net worth in crowdfunding projects.

You may not be able to sell the investment instruments when you wish. If you are able to sell them, you may nonetheless incur losses.

<sup>(1)</sup> Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (OJ L 173, 12.6.2014, p. 149).

<sup>(2)</sup> Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes (OJ L 84, 26.3.1997, p. 22).

#### **Pre-contractual reflection period for non-sophisticated investors**

Non-sophisticated investors benefit from a reflection period during which they can, at any time, revoke their offer to invest or expression of interest in the crowdfunding offer without giving a reason and without incurring a penalty. The reflection period starts at the moment the prospective non-sophisticated investor makes an offer to invest or signals its expression of interest and expires after four calendar days therefrom.

Non-Sophisticated investors can revoke their offer to invest or expression of interest by cancelling their pledge via the Platform or by emailing [info@greencrowd.ie](mailto:info@greencrowd.ie)

#### Overview of the Crowdfunding Offer

<b>Offer identifier</b>	9845000BE9C84AFD5D69/20260101
<b>Project owner and project name</b>	Eden Solar Farm Development Limited – EIS Crowdfunding Offer 2026
<b>Type of offer and instrument type</b>	Equity – B Non-Voting Redeemable Shares
<b>Tax Relief</b>	Employment Investment Incentive Scheme (EIS) – Up to 50% income tax relief may be available, subject to the investor satisfying the statutory conditions and the project qualifying under the relevant tax legislation. Tax relief is not guaranteed and depends on individual investor circumstances and ongoing compliance with EIS requirements. See Part C – Risk Factors
<b>Target amount</b>	€1,000,000 (One million Euro)
<b>Deadline</b>	31 May 2026 (or earlier at the discretion of the Directors)

## Part A: Information about the Project Owner and the Crowdfunding Project

### Project owner and crowdfunding project

<b>Identity:</b>	<ul style="list-style-type: none"> <li>• Eden Solar Farm Development Limited</li> <li>• Incorporated in Ireland</li> <li>• Company Number 774335</li> </ul>
<b>Legal form:</b>	Limited Company
<b>Contact details:</b>	Address: Unit 6, South Court, Wexford Road Business Park, Carlow R93 KX74 Email: <a href="mailto:eden@greencrowd.ie">eden@greencrowd.ie</a> Phone: 059 918 2607
<b>Ownership:</b>	100 A Shares are held by Mark Lynch in Trust on behalf of EIS Investors until such time as the EIS investors are fully paid back after which the shares will transfer to Green Crowd Capital Partners Limited.
<b>Management:</b>	The Company is managed by its Board of Directors. Mark Lynch serves as an Independent Director of Eden Solar Farm Development Limited acting on behalf of EIS Investors. An Investment Committee provides recommendations of the investment in accordance with the Company's governance arrangements. This Committee is currently made of the 2 Independent Directors from Green Crowd Limited and Mark Lynch.

### Responsibility for the information provided in this key investment information sheet

'The project owner declares that, to the best of its knowledge, the information contained in the key investment information sheet is in accordance with the facts and that the key investment information sheet makes no omission likely to affect its import. The project owner is responsible for the preparation of this key investment information sheet.'

#### Mark Lynch – Director, Eden Solar Farm Development Limited

The declaration of the above person is provided with respect to their responsibility for the information given in this key investment information sheet pursuant to Article 23(9) of Regulation (EU) 2020/1503 of the European Parliament and of the Council\* [\(3\)](#).

#### Disclosure

The A Shares of the company are held by Mark Lynch in Trust for EIS Investors until Investors are paid back all amounts owed after which the shares will transfer to Green Crowd Capital Partners Limited. Mark Lynch was appointed as a Director of the company on 25 November 2024 and will oversee the investment on behalf of the EIS investors.

Once the EIS investors have been repaid in full inclusive of any expected return, Green Crowd Capital Partners Limited will be entitled to any residual interest in the Company. Paul Browne is a Director in both Green Crowd Limited and Green Crowd Capital Partners Limited which could be perceived as a conflict of interest. To address this, Green Crowd Limited, have effective organisational and administrative arrangements to prevent any perceived conflicts of interest from adversely affecting the interests of project owners and investors. The Board of Green Crowd Limited have addressed the issue and are satisfied no material conflict exists. Green Crowd Capital Partners Limited will only receive its residual interest once the investors have been repaid in full, meaning that investors' returns are prioritised over Green Crowd Capital Partners Limited's potential fee/interest. Green Crowd Capital Partners Limited will not benefit at the expense of investors.

### Principal activities of the project owner; products or services offered by the project owner

The company's trade will be the co-development of ground mounted solar farms in Ireland with experienced solar farm developers and partners. The Company has identified an opportunity to develop a ground mounted solar farm in Kerry (Sandford Solar Farm Limited) which has planning permission granted, grid connection approval and a substation in close proximity. The Company will work with an experienced solar farm developer and partners to co-develop the solar farm through to it being operational until sufficient cash has been generated to repay EIS Investors.

### Hyperlink to the most recent financial statements of the project owner

The most recent Financial Statements of the company can be found [here](#). The company is not yet trading.

**Key annual financial figures and ratios for the project owner for the last three years**

The company has not traded but raised EIS funds in 2024 & 2025. The Financial Statements for period ended 31 December 2024 show:

Turnover	Nil
Total Assets	€934,300
Loss	€25,400
Net Assets	€908,900

**Description of the crowdfunding project, including its purpose and main features**

The Company (Eden) has identified an opportunity to develop a ground mounted solar farm in Kerry (Sandford Solar Farm Limited) which has planning permission granted, grid connection approval and a substation in close proximity. Small Scale Renewable Energy Generation (SRESS) is currently being applied for as an outtake for the power the solar farm will produce. The solar farm would start generating cash in 2027 with EIS investors paid back in due course through a mixture of cash accumulated and refinancing. A binding Heads of Terms have been agreed and signed between the Company and Sandford Solar Farm Limited with total final development cost of €3.35m. In this context, The Company will hold a majority of shares in Sandford Solar Farm Limited in trust for EIS investors which will be transferred back to Sandford Solar Farm Limited only on EIS investors being fully reimbursed funds due. As €3m has been raised to date, €350,000 of funds raised in 2026 will go towards this solar project with a balance of surplus funds remaining being used to take other solar projects to 'ready-to-market' stage and sold on for development.

**Part B: Main features of the crowdfunding process and conditions for the capital raising**
**Minimum target capital to be raised in a single crowdfunding offer**

€100,000

**The number of offers (public or non-public) that have already been completed by the project owner or crowdfunding provider for this crowdfunding project – Three crowdfunding campaigns:**

Type of offer and instruments offered	Completion date	Amount raised and target amount	Other relevant information, if any
B Non-Voting Redeemable Shares	31 December 2024	€934,200 of €934,200 minimum target raised	
B Non-Voting Redeemable Shares	31 May 2025	€643,000 of €643,000 minimum target raised	
B Non-Voting Redeemable Shares	31 December 2025	€1,431,781 of €1,000,000 minimum target raised	

**Deadline for reaching the target capital to be raised**

31 May 2026 or earlier at the discretion of the Directors.

**Information on the consequences if the target capital is not raised by the deadline**

If the minimum target capital is not raised by 31 May 2026, the Directors reserves the right to lower the minimum target capital and/or extend the deadline. If for any reason the minimum target is not met, investors commitments would be cancelled, and investors would be refunded by bank transfer to their nominated bank account. Investors would not incur any fees or expenses as a result.

**The maximum offer amount when different from the target capital referred to in point (a)**

The maximum offer amount does not differ from the target funds amount.

**Amount of own funds committed to the crowdfunding project by the project owner**

No funds have been committed to the crowdfunding project by the project owner.

**Change of the composition of the project owner's capital or loans related to the crowdfunding offer**

There will be no change to the capital or loans relating to the crowdfunding offer.

**Part C: Risk factors**
**Main Risks of the Project**

This investment may not be suitable for all investors. Investors are recommended to seek independent financial and tax advice before investing. Please note that neither the Project Owner nor the Platform can provide you with advice about whether you should invest in this product. Please see the full risk warning at [www.greencrowd.ie/risks](http://www.greencrowd.ie/risks)

**Type 1 - Project risk**

1. The company has no trading history for investors to consider evaluating future profitability. The past performance of businesses managed by the Directors should not be regarded as an indication of the future performance of the Project Owner. Past performance is no indicator of future performance.

2. It is likely that additional competitors will emerge into the market the Project operates in. As an established business with products, the Project believes they are in a position of advantage but any change to the overall market will have an effect (positively or negatively) on the Project.
3. Rapid changes in solar technology may render current installations obsolete or less efficient compared to new entrants. A solar farm may face high costs to upgrade equipment or risk becoming less competitive.
4. Solar farms rely on equipment (panels, inverters) that could fail or degrade over time, leading to increased maintenance costs and downtime.
5. Securing land for solar farms may be challenging due to competing land uses (e.g. agriculture). Additionally, environmental assessments may delay or prevent project approval, particularly if a site is near protected ecosystems.
6. Projects may face opposition from local communities concerned about land use, environmental impact, or visual disruption, leading to delays or additional costs for mitigation.
7. SRESS may not be achieved for the Kerry Solar Farm.

### **Type 2 - Sector risk**

The company operates in the D – Electricity, gas, steam and air conditioning supply NACE Sector.

1. Macro-economic circumstances can lead to manufacturing slowdowns, causing supply chain issues. This was evident during and after the Covid-19 lockdowns, with recovery sometimes taking years.
2. Renewable energy investments are heavily influenced by government policies, subsidies, and incentives. In Ireland, while the government has committed to increasing renewable energy capacity, changes in policies (e.g. reduction or removal of subsidies) could affect profitability.
3. Regulatory hurdles can slow down or limit access to the national grid. Strict grid connection requirements, delays in approval, or upgrades to infrastructure could impact the ability to export electricity generated.
4. Solar farms rely on selling generated electricity to the grid. Electricity prices are volatile and influenced by market conditions, demand-supply dynamics, and global energy trends. Lower prices could reduce revenue projections.
5. As solar energy becomes more popular, competition from other renewable sources like wind energy (which is strong in Ireland), or from new market entrants, could increase, affecting profitability.

### **Type 3 - Risk of default**

The risk that a project or the project owner may be subject to bankruptcy or other insolvency proceedings, and other events related to the project or the project sponsor that may result in investors losing their investment. These risks may be due to several factors, including:

- a) (serious) change in macroeconomic circumstances;
- b) mismanagement;
- c) lack of experience;
- d) fraud;
- e) financing that is not in line with the company's purpose;
- f) unsuccessful product launch;
- g) lack of cash flow.

### **Type 4 - Risk of lower, delayed or no returns**

Investment in this Project entails risks, including the risk of partial or entire loss of the money invested. Your investment is not covered by a deposit guarantee scheme or by an investor compensation scheme. All capital invested in shares is at risk. The value of the shares may increase, decrease or indeed may have no value at all.

### **Type 5 - Risk of a platform failure**

In the event that the Green Crowd Platform is no longer operational, Green Crowd will ensure that an agreement to transfer the administration of any incomplete crowdfunding offers with another crowdfunding platform has been completed.

### **Type 6 - Risk of illiquidity of the investment**

Shareholders seeking EIS income tax relief are required to retain their shares for a minimum of four years from the date of issue. Failure to hold the shares for this four-year period will result in the clawback of any tax relief received.

### Type 7 – Other Risks: EIS Risk

1. There is no guarantee that sufficient and suitable projects will be available within the required timeframe. This could negatively impact shareholder returns and potentially affect the availability of EIS Relief.
2. The tax rates, benefits, and allowances mentioned in this Key Investment Information Sheet are based on current legislation and Revenue practices. These are subject to change and may not be guaranteed, with possible retrospective effects. The offer is designed for Irish resident taxpayers. If you are not tax resident or ordinarily resident in Ireland, this investment may not be appropriate or beneficial for you.
3. Neither the Project Owner, its Directors, nor the Project Owner's advisors provide assurances, warranties, or guarantees that EIS Relief will be available or, if obtained, that it will not be withdrawn. If the Project Owner ceases its outlined business within four years from the last share allotment or the commencement of trading (if later), this could jeopardise the company's qualifying status under the EIS scheme. Although efforts will be made to maintain this status, it cannot be guaranteed. Failure to secure or maintain EIS Relief for the four-year period could materially impact investments in the Project Owner.
4. For investors seeking EIS Relief, the investment in the Project is not suitable for short-term purposes. Additionally, various conditions are attached to EIS Relief that individual investors must meet for specified periods. Therefore, it is crucial for investors to seek advice from their professional advisors regarding their eligibility for EIS Relief.
5. The Project Owner has not received Advance Assurance from Revenue regarding its qualifying status for EIS purposes. No guarantee can be provided that EIS relief will be obtained. Tax relief is also dependent on the Project Owner making accurate filings with Revenue within required timelines, and failure to do so may result in the loss of such relief.

### Part D: Information related to the offer of transferable securities and admitted instruments for crowdfunding purposes

#### Total amount and type of admitted instruments for crowdfunding purposes to be offered

Up to 1,000,000 B Non-Voting Redeemable Shares are being offered for €1 each. Projected repayment in year 5 or 6 is €1.05 per share.

#### Subscription price

The shares are being offered at the subscription price of €1 per shares. The minimum investment amount per investor is €5,000.

#### Oversubscriptions

Oversubscriptions are accepted and are allocated on a first-come, first-served basis.

#### Terms of subscription and payment

Investors must pledge their investment through the Green Crowd platform at [www.greencrowd.ie](http://www.greencrowd.ie). Once the pledge has been made, they will receive further details. Investors are entitled to a 4 day-cooling off period. After the 4-day cooling off period has expired, payment of the subscription can be made by direct bank transfer. Investors should use their name as a reference. Alternatively, payment can be made by cheque or bank draft in the name of Eden Solar Farm Development Limited and sent to Green Crowd, Unit 6, South Court, Wexford Road Business Park, Carlow R93 KX74. The completed Application Form, the AML Documentation and the payment must be received by 31 May 2026.

#### Custody and delivery of admitted instruments for crowdfunding purposes to investors

No duty to appoint a qualifying custodian is applicable as the shares are in a non-listed company. Therefore, as under Irish law, the shares will be held by the individual shareholders and share certificates will be issued to the investors after the close of the investment period.

#### Information relating to a firm commitment to buy back the shares

##### The buy-back arrangement

If the company is successful and has the funds to buy back the shares, the shares will be bought back after the end of the four-year investment period and in line with projected repayment schedule outlined above.

##### Time period for the buy-back

Under EIS, the shares must be held for a four-year period. Failure to hold the shares for this four-year period will result in the clawback of any tax relief received.

### Part E: Information on special purpose vehicles (SPV)

Is an SPV interposed between the project owner and the investor? No

## Part F: Investor rights

### Key rights attached to Shares

- (i) dividend rights – In order to preserve the taxation benefits afforded to shareholders under the EIS Regime, it is unlikely that the Project Owner will agree to sell or wind-up the company during the initial period. Similarly, in order to maximise returns to shareholders during the initial period, the Project Owner will not recommend any dividends or distribution to shareholders. There are no arrangements for the sale or disposal of the company, a cessation of its trade or the realisation of the shareholders' interest. It is not anticipated that any such arrangements would be finalised until the end of the Initial Period at the very earliest.
- (ii) voting rights – there are no voting rights attached to these shares for the duration of the four-year investment period. If the Project Owner fails to redeem the shares by the end of Year 6, the shares convert to voting shares.
- (iii) information access rights – Each Shareholder has the right to receive the Company's annual financial statements and further information may be available on request.
- (iv) pre-emption rights in offers for subscription of instruments of the same class – There are no pre-emption rights attached to these shares.
- (v) right to share in the issuer's profits – There is no right to share in the Company's profits above the B Redemption Rate.
- (vi) right to share in any surplus in the event of liquidation – In the event of liquidation, B Non-Voting Shareholders will only have the right to receive a sum equal to the B Redemption amount per B Share.
- (vii) redemption rights – At any time after the maturity date, the Company shall be entitled by notice in writing to the holder of B Shares to redeem some or all of the B Shares at the B Redemption amount.
- (viii) conversion rights – there are no conversion rights attached to these shares for the duration of the four-year investment period. If the Project Owner fails to redeem the shares by the end of Year 6, the shares convert to voting shares.

### Restrictions to which the admitted instruments for crowdfunding purposes are subject and restrictions on the transferring of the instruments.

Investors must hold the shares for four years in order to qualify for the EIS tax relief. Investors will not have access to their money for a minimum of four years until the repayment date in year 5 or 6. There is no mechanism for early redemption of shares.

Drag-along rights - effective after 6 years, wherein if shareholders holding 30% or more equity agree to sell their shares, the remaining shareholders must accept an equivalent offer. This right is exercisable for a period of seven years from the date of the EIS investors' investment.

### Opportunities for the investor to exit the investment

Investors must hold their shares for the four-year investment period otherwise the EIS relief will be lost.

### For equity instruments, distribution of capital and voting rights before and after the capital increase resulting from the offer (assuming all the admitted instruments for crowdfunding purposes will be subscribed)

The Authorised Share Capital of the company is 100 A Shares and 15,000,000 B Non-Voting Redeemable Shares. There is no voting rights attached to the B Non-Voting Redeemable Shares for EIS Investors. The shares have a value of €1 per share.

## Part G: Disclosure Related to Loan Notes – N/A

## Part H: Fees, information and legal redress

### Fees and costs incurred by the investor relating to the investment (including administrative costs resulting from the sale of admitted instruments for crowdfunding purposes)

There are no fees, charges or other costs paid by the investor at any stage of the investment. There are no entry costs, exit costs, ongoing or incidental costs for the Investor.

### Where and how additional information about the crowdfunding project, the project owner can be obtained free of charge

If you require further information, please email [info@greencrowd.ie](mailto:info@greencrowd.ie)

### How and to whom the investor may address a complaint about the investment or about the conduct of the project owner or the crowdfunding service provider

Our Complaints Policy can be found at <https://greencrowd.ie/complaints/>

If you have a complaint about the investment, please contact us in the first instance by email [info@greencrowd.ie](mailto:info@greencrowd.ie) or by calling 01 912 0345.