

**DOWNING RENEWABLES  
& INFRASTRUCTURE  
TRUST PLC**

# PROSPECTUS

Share Issuance Programme – June 2022

Summary • Registration Document • Securities Note

# SUMMARY

## 1 INTRODUCTION, CONTAINING WARNINGS

This summary should be read as an introduction to the prospectus comprising this summary, the registration document dated 7 June 2022 and the securities note dated 7 June 2022 of Downing Renewables & Infrastructure Trust plc (the "Company") (the "Prospectus"). Any decision to invest in the securities should be based on a consideration of the Prospectus as a whole by the investor. The investor could lose all or part of the invested capital. Civil liability attaches only to those persons who have tabled the summary including any translation thereof, but only where the summary is misleading, inaccurate or inconsistent when read together with the other parts of the Prospectus, or where it does not provide, when read together with the other parts of the Prospectus, key information in order to aid investors when considering whether to invest in the securities.

The Company is offering securities under the Prospectus pursuant to the Initial Issue and the Share Issuance Programme. The securities which the Company intends to issue under the Initial Issue and the Share Issuance Programme are Ordinary Shares, whose ISIN is GB00BLF7PP25 and SEDOL is BLF7PP2.

Downing Renewables & Infrastructure Trust plc can be contacted by writing to its registered office, Beaufort House, 51 New North Road, Exeter EX4 4EP or by calling, within business hours, +44 (0) 1392 477 500. The Company can also be contacted through its Company Secretary, Link Company Matters Limited, by writing to Beaufort House, 51 New North Road, Exeter EX4 4EP, calling, within business hours, +44 (0) 1392 477 500 or emailing dorecosec@linkgroup.co.uk. The Company's LEI number is 2138004JHBJ7RHDYDR62.

The Prospectus was approved on 7 June 2022 by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN. Contact information relating to the FCA can be found at <https://www.fca.org.uk/contact>.

## 2 KEY INFORMATION ON THE ISSUER

### 2.1 Who is the issuer of the securities?

The Company is a public company limited by shares incorporated in England and Wales with an unlimited life under the Companies Act and is domiciled in the United Kingdom. The Company is an investment company under section 833 of the Companies Act. The Company's LEI number is 2138004JHBJ7RHDYDR62.

The Articles do not provide for any objects of the Company and accordingly the Company's objects are unrestricted. The Company's principal activity is to invest in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe.

So far as is known to the Company, and as notifiable under the Disclosure Guidance and Transparency Rules, as at the Latest Practicable Date, the following persons held, directly or indirectly, 3% or more of the issued Ordinary Shares or the Company's voting rights:

Name	Number of Ordinary Shares	Percentage of voting rights
Bagnall Energy Limited	23,902,437	17.45%
T Choithram & Sons Ltd (UK)	10,000,000	7.30%
South Yorkshire Pensions Authority	5,000,000	3.65%
Stichting Juridisch Eigendom Privium Sustainable Impact Fund	4,500,000	3.28%

As at the Latest Practicable Date, the Company and the Directors are not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.

The Board is comprised of:

- Hugh W M Little (*Non-Executive Chair*);
- Joanna de Montgros (*Non-Executive Director*); and
- Ashley Paxton (*Non-Executive Director*).

Gallium Fund Solutions Limited is appointed as the alternative investment fund manager of the Company (the "AIFM") for the purposes of the AIFM Regime. Accordingly, the AIFM is responsible for the portfolio management and the risk management services in respect of the Company. The AIFM has delegated portfolio management services to Downing LLP.

The Company's auditor is BDO LLP of 55 Baker Street, London W1U 7EU.

The Company's investment objective and investment policy are set out below.

**Potential investors should note that the below reflects the revised investment policy proposed to be adopted at the General Meeting. Should the revised investment policy not be approved, the Company will continue to pursue its existing investment policy.**

#### *Investment Objective*

The Company's investment objective is to provide investors with an attractive and sustainable level of income, with an element of capital growth, by investing in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe.

#### *Investment Policy*

The Company seeks to achieve its investment objective through investment in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe, comprising (i) pre-dominantly assets which generate electricity from renewable energy sources; and (ii) other infrastructure assets and investments in businesses whose principal revenues are not derived from the generation and sale of electricity on the wholesale electricity markets ("**Other Infrastructure**") (together "**Assets**" and each project being an "**Asset**"). Assets may be operational, in construction or construction-ready, at the time of purchase. In-construction or construction-ready Assets are assets which have in place the required grid access rights, land consents, planning, permitting and regulatory consents in order to commence construction. For the avoidance of doubt, the Company does not acquire or fund Assets that are at an earlier stage of development than construction-ready.

The Company invests in a portfolio of Assets that is diversified by: (i) the principal technology utilised to generate energy from renewable sources, for example solar photovoltaic, wind, hydro-electric or geo-thermal ("**Technology**"); (ii) geography; and (iii) the stage of development of a project, being one of operational, construction-ready or in-construction (each a "**Project Stage**").

Whilst the Company intends primarily to take controlling interests, it may acquire a mix of controlling and non-controlling interests in Assets and the Company may use a range of investment instruments in the pursuit of its investment objective, including but not limited to equity and debt investments.

In circumstances where the Company does not hold a controlling interest in the relevant investment, the Company will seek to secure its shareholder rights through contractual and other arrangements, *inter alia*, to ensure that the Asset is operated and managed in a manner that is consistent with the Company's investment policy.

#### *Investment Restrictions*

The Company will observe the following restrictions when making investments:

- the Company may invest no more than 60% of Gross Asset Value in Assets located in the UK, save that until the Net Asset Value of the Company first exceeds £300 million, the Company may invest no more than 75% of Gross Asset Value in Assets located in the UK;
- the Company may invest no more than 60% of Gross Asset Value in Assets located in Ireland and Northern Europe (combined), save that until the Net Asset Value of the Company first exceeds £300 million, the Company may invest no more than 75% of Gross Asset Value in Assets located in Ireland and Northern Europe (combined);
- the Company may invest no more than 50% of Gross Asset Value in any single Technology, save that until the Net Asset Value of the Company first exceeds £300 million, the Company may invest no more than 60% of Gross Asset Value in any single Technology;
- the Company may invest no more than 25% of Gross Asset Value in Other Infrastructure;
- the Company may invest no more than 35% of Gross Asset Value in Assets that are in construction or construction-ready;
- the Company may invest no more than 30% of Gross Asset Value in any one single Asset, and the Company's investment in any other single Asset shall not exceed 25% of Gross Asset Value;
- at the time of an investment or entry into an agreement with an Offtaker, the aggregate value of the Company's investments in Assets under contract to any single Offtaker will not exceed 40% of Gross Asset Value;
- no more than 25% of Gross Asset Value will be invested in Assets in relation to which the Company does not have a controlling interest;
- no investments will be made in companies which generate electricity through the combustion of fossil fuels or derive a significant portion of their revenues from the use or sale of fossil fuels unless the purpose of the investment is to transition those companies away from the use of fossil fuels and toward sustainable sources;
- the Company's portfolio will comprise no fewer than six Assets; and
- the Company will not invest in other UK listed closed-ended investment companies.

Compliance with the above restrictions will be measured at the time of investment and non-compliance resulting from changes in the price or value of the Assets following investment will not be considered as a breach of the investment restrictions.

The Company will hold its investments through one or more SPVs and the investment restrictions will be applied on a look-through basis to the Asset owning SPV.

#### *Borrowing Policy*

Long-term limited recourse debt at the SPV level may be used to facilitate the acquisition, refinancing or construction of Assets. Where utilised, the Company will seek to adopt a prudent approach to financial leverage with the aim that each Asset will be financed appropriately for the nature of the underlying cashflows and their expected volatility. Total long-term structural debt will not exceed 50% of the prevailing Gross Asset Value at the time of drawing down (or acquiring) such debt.

In addition, the Company and/or its subsidiaries may make use of short-term debt, such as a revolving credit facility, to assist with the acquisition of suitable opportunities as and when they become available. Such short-term debt will be subject to a separate gearing limit so as not to exceed 20% of the prevailing Gross Asset Value at the time of drawing down (or acquiring) any such short-term debt.

The Company may employ gearing at the level of an SPV, any intermediate subsidiary of the Company or the Company itself, and the limits on total long-term structural debt and short-term debt shall apply on a consolidated basis across the Company, the SPVs and any such intermediate holding entities (disregarding for this purpose any intra-Group debt (i.e. borrowings and debt instruments between members of the Group)).

In circumstances where these aforementioned limits are exceeded as a result of gearing of one or more Assets in which the Company has a non-controlling interest, the borrowing restrictions will not be deemed to be breached. However, in such circumstances, the matter will be brought to the attention of the Board who will determine the appropriate course of action.

For general purposes the Company defines "Gross Asset Value" as the aggregate of: (i) the fair value of the Group's underlying investments (whether or not subsidiaries), valued on a discounted cash flow basis as described in the International Private Equity and Venture Capital Valuation Guidelines (latest edition December 2018); (ii) the Group's proportionate share of the cash balances and cash equivalents of Group companies and non-subsidiary companies in which the Group holds an interest; and (iii) the Group's proportionate share of other relevant assets or liabilities of the Group valued at fair value (other than third party borrowings) to the extent not included in (i) or (ii) above. For the purposes of the investment policy only, the definition of Gross Asset Value is adjusted such that the Group's proportionate share of the cash balances and cash equivalents of Group companies and non-subsidiary companies in which the Group holds an interest are multiplied by two to reflect the gearing that the Group could obtain upon investment of such balances.

#### *Currency and Hedging Policy*

The Company adopts a structured risk management approach in seeking to deliver stable cash flows and dividend yield.

This may include entering into hedging transactions for the purpose of efficient portfolio management. This could include:

- foreign currency hedging on a portion of equity distributions and net asset value(s);
- foreign currency hedging on construction budgets;
- interest and/or inflation rate hedging through swaps or other market instruments and/or derivative transactions; and
- power and commodity price hedging through power purchase arrangements or other market instruments and/or derivative transactions.

Any such transactions are not undertaken for speculative purposes.

#### *Cash Management*

The Company may hold cash on deposit and may invest in cash equivalent investments, which may include short-term investments in money market type funds ("**Cash and Cash Equivalents**").

There is no restriction on the amount of Cash and Cash Equivalents that the Company may hold and there may be times when it is appropriate for the Company to have a significant Cash and Cash Equivalents position.

#### *Holding and Exit Strategy*

It is intended that Assets will be held for the long-term. However, if an attractive offer is received or likely to be available, consideration will be given to the sale of the relevant Asset and reinvestment of the proceeds.

#### *Changes to and Compliance with the Investment Policy*

Any material change to the Company's investment policy set out above will require the approval of Shareholders by way of an ordinary resolution at a general meeting and the approval of the FCA.

In the event of a breach of the investment guidelines and the investment restrictions set out above, the AIFM shall inform the Board upon becoming aware of the same and if the Board considers the breach to be material, notification will be made to a Regulatory Information Service.

## **2.2 What is the key financial information regarding the issuer?**

The selected historical financial information set out below, which has been prepared under IFRS, has been extracted without material adjustment from the audited financial statements of the Company for the financial year ended 31 December 2021:

**Table 1: Additional information relevant to closed-end funds**

<b>Share Class</b>	<b>Total NAV*</b>	<b>No. of shares<sup>▲</sup></b>	<b>NAV per share<sup>▲</sup></b>	<b>Historical performance of the Company*</b>
Ordinary	£150.9 million	137,008,487	110.1p	Since the IPO, the Company has delivered (i) as at the Latest Practicable Date a total net shareholder return of 17.1%, comprising growth in the market price of Ordinary Shares and dividends (reinvested) declared and marked ex dividend up to the Latest Practicable Date <sup>1</sup> ; and (ii) as at 31 March 2022, a NAV total return of 16.0% based on the opening NAV per Ordinary Share of 98 pence per Ordinary Share, the unaudited NAV per Ordinary Shares as at 31 March 2022 of 110.1 pence, plus dividends (reinvested) of 3.5 pence paid to 31 March 2022. As at 31 March 2022 the Gross Asset Value was £253 million.

\* Unaudited NAV calculated as at 31 March 2022.

<sup>1</sup> Based on the issue price at IPO of 100 pence per Ordinary Share.

▲ As at 6 June 2022, being the Latest Practicable Date before the publication of the Prospectus.

**Table 2: Balance sheet for closed-end funds**

	<b>As at 31 December 2021 (audited) (£'000)</b>
<b>Statement of Financial Position</b>	
<b>Non-current assets:</b>	
Investments at fair value through profit or loss	131,508
<b>Current assets</b>	
Trade and other receivables	280
Cash and cash equivalents	11,254
	<b>11,534</b>
<b>Total assets</b>	<b>143,042</b>
<b>Current liabilities: amounts falling due within one year</b>	
Trade and other payables	(1,201)
Total liabilities	(1,201)
<b>Net current assets</b>	<b>10,333</b>
<b>Net assets</b>	<b>141,841</b>
<b>Net asset value per ordinary share (pence)</b>	<b>103.5</b>

**Table 3: Income statement for closed-end funds**

	<b>From 8 October 2020 to 31 December 2021 (audited) (£'000)</b>
<b>Statement of Comprehensive Income</b>	
Interest due on loans to investments	4,978
Unrealised movement in fair value of investments	7,327
<b>Total operating income</b>	<b>12,305</b>
Investment management fees	(1,284)
Directors' fees	(146)
Other expenses	(745)
<b>Profit before taxation</b>	<b>10,130</b>
Taxation	—
<b>Profit and total comprehensive income for the period attributable to equity holders of the Company</b>	<b>10,130</b>
<b>Earnings per Ordinary Share (pence) – basic and diluted</b>	<b>9.4</b>

The auditor's report on the Company's financial statements for the period from incorporation on 8 October 2019 to 31 December 2021, incorporated by reference in the Prospectus, was unqualified.

### 2.3 What are the key risks that are specific to the issuer?

The attention of investors is drawn to the risks associated with an investment in the Company which, in particular, include the following:

- the Company may not meet its investment objective and there is no guarantee that the Company's target dividend and other distributions and/or target returns, as may be adopted from time to time, will be met. The Company's returns will depend on many factors, including the performance of its investments, the availability and liquidity of investment opportunities within the scope of the Company's investment objective and policy, conditions in the global and relevant local financial markets and global and relevant local economies and the Company's ability to successfully operate its business and successfully pursue its investment policy. There can be no assurance that the Company's investment policy will be successful;
- the Company's targeted returns are targets only and are based on estimates and assumptions about a variety of factors including, without limitation, value, yield and performance of the Company's portfolio of Assets, which are inherently subject to significant business, economic, currency and market uncertainties and contingencies, all of which are beyond the Company's control and which may adversely affect the Company's ability to achieve its targeted returns. The Company may not be able to implement its investment objective and investment policy in a manner that generates returns in line with the targets;
- the Company makes investments in Assets with revenue exposure to wholesale electricity prices. The market price of electricity is volatile and is affected by a variety of factors, including market demand for electricity, levels of electricity generation, the generation mix of power plants, government support for various forms of power generation, as well as fluctuations in the market prices of commodities and foreign exchange. Whilst some of the Company's portfolio of Assets benefit from fixed price arrangements for a period of time, others have revenues which are based on prevailing wholesale electricity prices;
- the Company and SPVs use borrowings for multiple purposes, including for investment purposes. While the use of borrowings should enhance the total return on the Ordinary Shares, where the return on the Company's portfolio of Assets exceeds the cost of borrowing, it will have the opposite effect where the return on the Company's portfolio of Assets is lower than the cost of borrowing. The use of borrowings by the Company and/or the SPVs may increase the volatility of the Company's revenues and the Net Asset Value per Ordinary Share;
- the success of the Company depends on the availability of suitable investments and the Investment Manager's ability to identify, acquire, manage and realise investments in accordance with the Company's investment objective. Identification and exploitation of the investment strategies to be pursued by the Company involves a high degree of uncertainty. There can be no assurance that the Investment Manager will be able to do so or that it will enable the Company to invest on attractive terms or generate any investment returns for Shareholders or avoid investment losses;
- due diligence on Assets may not uncover all of the material risks or defects affecting the Asset, and/or such risks or defects may not be adequately protected against in the acquisition or investment documentation or adequately insured against. The Company may acquire Assets with unknown liabilities and without any recourse, or with limited recourse, with respect to unknown liabilities;
- the Company may invest in Assets which are in construction or construction-ready or otherwise require significant future capital expenditure. Assets which have significant capital expenditure requirements may be exposed to certain risks, such as cost overruns, construction delay, failure to meet technical requirements or construction defects which may be outside the Company's control;
- any change in law and regulation (including any change in the tax status or in taxation legislation or practice in the UK or any other tax jurisdiction) affecting the Company, the SPVs or the Assets could adversely affect the Company's profits and portfolio value and/or returns to Shareholders. The laws and regulations affecting the Company, the AIFM and the Investment Manager may change and any changes in such laws and regulations may have a material adverse effect on the ability of the Company, the AIFM and the Investment Manager to carry on their respective businesses. Any such changes could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares;
- certain of the Company's Assets are subject to substantial regulation by governmental agencies. Their operations may often rely on governmental licenses, concessions, leases or contracts that are generally very complex and may result in disputes over interpretation or enforceability or the lease or concession may also contain clauses more favourable to the government counterparty than a typical commercial contract and/or restrictions on the ability to operate the Asset. If the Company or the SPVs fail to comply with these regulations or contractual obligations, they could be subject to monetary penalties or they may lose their rights to operate the underlying Assets, or both. Governments have considerable discretion in implementing regulations and policies that could impact the Assets and may be influenced by political considerations and make decisions that adversely affect Assets and their operations. Activities not currently regulated may in future be regulated; and
- the Company may make material investments in countries whose local currency is not Sterling and/or receive payments denominated in currencies other than Sterling, with exposure to foreign exchange risk caused by fluctuations in the value of foreign currencies when the net income and valuations of those operations are translated into Sterling for financial reporting. While the Company and SPVs has/have entered and may enter into further derivative transactions to hedge such currency exposures, there can be no guarantee that the Company and/or SPVs will be able to, or will elect to, hedge such exposures in a timely manner or on terms acceptable to them, or that any such hedging arrangements, where entered into, will be successful.

## 3 KEY INFORMATION ON THE SECURITIES

### 3.1 What are the main features of the securities?

#### (a) Ordinary Shares

The securities which the Company intends to issue under the Initial Issue and the Share Issuance Programme are Ordinary Shares, whose ISIN is GB00BLF7PP25 and SEDOL is BLF7PP2.

The Ordinary Shares are denominated in Sterling. The Ordinary Shares are being offered under the Initial Issue at the Initial Issue Price. Ordinary Shares offered under the Share Issuance Programme will be offered at a price not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium to cover the costs and expenses of such

issue. The Directors are seeking authority from Shareholders to issue up to 250 million Ordinary Shares, in aggregate, pursuant to the Initial Issue and the Share Issuance Programme on a non-pre-emptive basis.

As at the Latest Practicable Date, the Company has 137,008,487 Ordinary Shares in issue. The Company has no partly paid Ordinary Shares in issue.

#### (b) Rights attaching to the Ordinary Shares

<b>Dividend</b>	The holders of the Ordinary Shares shall be entitled to receive, and to participate in, any dividends declared in relation to the Ordinary Shares that they hold.
<b>Rights in respect to capital</b>	On a winding-up, provided the Company has satisfied all its liabilities and subject to the rights conferred on any other class of shares in issue at that time to participate in the winding-up, the holders of Ordinary Shares shall be entitled to all the surplus assets of the Company.
<b>Voting</b>	The Ordinary Shares shall carry the right to receive notice of, attend and vote at general meetings of the Company and on a poll, to one vote for each Ordinary Share held.

#### (c) Restrictions on the free transferability of Ordinary Shares

There are no restrictions on the free transferability of the Ordinary Shares, subject to compliance with applicable securities laws and the restrictions on transfer contained in the Articles.

#### (d) Dividend policy and target returns

The Company currently targets quarterly dividends totalling 5 pence in respect of the 12 months ending 31 December 2022. The Company paid dividends in respect of the first financial period from incorporation (being 8 October 2020) to 31 December 2021 of 3.5 pence per Ordinary Share, exceeding the guidance stated prior to IPO of 3 pence per Ordinary Share as a result of the rapid deployment of the IPO proceeds and the strong operational performance of the Swedish hydropower and UK solar portfolios acquired in February 2021 and March 2021 respectively. The Company also declared an interim dividend of 1.25 pence per Ordinary Share on 11 May 2022 (in respect of the period from 1 January 2022 to 31 March 2022) payable on 30 June 2022 to Shareholders on the Register at 27 May 2022. The Company adopts a progressive dividend policy taking into consideration the prevailing inflationary environment. Given the nature of the Company's income streams, the Board expects that this will result in increases to the dividend in the medium term.

The Company pays dividends on a quarterly basis with dividends typically declared in respect of the quarterly periods ending March, June, September and December and paid in June, September, December and March respectively. Dividends on Ordinary Shares shall be declared and paid in Sterling.

Distributions made by the Company, which will be at the discretion of the Board, may take either the form of dividend distributions or may be designated as interest distributions for UK tax purposes pursuant to the interest streaming regime applicable to investment trusts. References in this paragraph (d) to "dividends" and "distributions" are intended to cover both. Prospective investors should note that the UK tax treatment of the Company's distributions may vary for a Shareholder depending on the classification of such distributions. Prospective investors who are unsure about the tax treatment which will apply to them in respect of any distributions made by the Company should consult their own tax advisers.

The Company is targeting NAV total return of 6.5% to 7.5% per annum over the medium to long term by reference to the IPO issue price of 100 pence per Ordinary Share.

**The dividend and return targets stated above are targets only and not profit forecasts. There can be no assurance that these targets will be met, or that the Company will make any distributions at all and they should not be taken as an indication of the Company's expected future results. The Company's actual returns will depend upon a number of factors, including but not limited to, the Company's net income and the level of ongoing charges. Accordingly, potential investors should not place any reliance on these targets in deciding whether or not to invest in the Company and should decide for themselves whether or not the target dividend and target NAV total return are reasonable or achievable.**

In accordance with regulation 19 of the Investment Trust (Approved Company) (Tax) Regulations 2011, the Company will not (except to the extent permitted by those regulations) retain more than 15% of its income (as calculated for UK tax purposes) in respect of an accounting period.

#### 3.2 Where will the securities be traded?

Applications will be made to the Financial Conduct Authority and London Stock Exchange for all of the Ordinary Shares to be issued pursuant to the Initial Issue and any Subsequent Issue to be admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market. No application has been made or is currently intended to be made for the Ordinary Shares to be admitted to listing or trading on any other stock exchange.

#### 3.3 What are the key risks specific to the securities?

The attention of investors is drawn to the risks associated with an investment in the Ordinary Shares which, in particular, include the following:

- the value of an investment in the Company, and the returns derived from it, if any, may go down as well as up and an investor may not get back the amount invested. The market price of the Ordinary Shares may fluctuate independently of their underlying net asset values and may trade at a discount or premium to net asset value at different times; and
- it may be difficult for Shareholders to realise their investment and there can be no guarantee that a liquid market in the Ordinary Shares will be maintained;
- the Directors are under no obligation to effect repurchases of Ordinary Shares. Shareholders wishing to realise their investment in the Company may therefore be required to dispose of their Ordinary Shares in the market.

## 4 KEY INFORMATION ON THE OFFER OF SECURITIES TO THE PUBLIC AND/OR THE ADMISSION TO TRADING ON A REGULATED MARKET

### 4.1 Under which conditions and timetable can I invest in this security?

The Company is targeting a fundraising of approximately £50 million (gross) through the issue of 45,669,495 Ordinary Shares pursuant to the Initial Issue comprising the Initial Placing, the Open Offer, the Initial Offer for Subscription and the Initial Intermediaries Offer at a price of 111 pence per Ordinary Share. Each of the Joint Bookrunners has agreed to use its

respective reasonable endeavours to procure subscribers under the Initial Placing on the terms and subject to the conditions set out in the Share Issuance Agreement. The Initial Placing will remain open until 1.00 p.m. on 22 June 2022.

Under the Open Offer, Qualifying Shareholders are being offered the opportunity to apply for up to 1 Ordinary Share at the Initial Issue Price for every 3 Existing Ordinary Shares held and registered in their name as at the Record Date. Completed Open Offer Applications Forms and payments under the Open Offer must be received by 11.00 a.m. on 21 June 2022.

Applications under the Initial Offer for Subscription must be for a minimum subscription of 1,000 Ordinary Shares and thereafter in multiples of 1,000 Ordinary Shares or such lesser number as the Company may determine (at its discretion). Completed Application Forms and payments under the Initial Offer for Subscription must be received by 1.00 p.m. on 22 June 2022.

Investors may also subscribe for Ordinary Shares at the Initial Issue Price pursuant to the Initial Intermediaries Offer. Only the Intermediaries' retail investor clients in the United Kingdom, the Channel Islands and the Isle of Man are eligible to participate in the Initial Intermediaries Offer. Investors may apply to any one of the Intermediaries to be accepted as their client. A minimum application of 1,000 Ordinary Shares per Underlying Applicant will apply and thereafter an Underlying Applicant may apply for any higher amount. Applications under the Initial Intermediaries Offer must be received by 1.00 p.m. on 21 June 2022.

The Directors have reserved the right, following consultation with the Joint Bookrunners and the Investment Manager, to increase the size of the Initial Issue to a maximum of 250 million Ordinary Shares if overall demand exceeds 45,669,495 Ordinary Shares by reallocating Ordinary Shares available under the Share Issuance Programme to increase the size of the Initial Issue. Ordinary Shares will be issued pursuant to the Initial Issue at the Initial Issue Price of 111 pence per Ordinary Share.

If the Initial Issue is extended, the revised timetable will be notified via a Regulatory Information Service announcement.

The Intermediaries authorised as at the date of the Prospectus to use the Prospectus are:

- AJ Bell Youinvest
- Hargreaves Lansdown Asset Management
- Interactive Investor Services Limited
- Redmayne Nominees Limited

The Directors are seeking authority at the General Meeting to issue up to 250 million Ordinary Shares, in aggregate (less the number of Ordinary Shares issued under the Initial Issue), pursuant to the Share Issuance Programme, without having to first offer those Ordinary Shares to existing Shareholders.

Following completion of the Initial Issue, the Directors intend to implement the Share Issuance Programme to raise additional capital for further investment in accordance with the Company's investment objective and investment policy.

The allotment of Ordinary Shares under the Share Issuance Programme may take place at any time following the Initial Issue, from 8.00 a.m. on 27 June 2022 until 8.00 a.m. on the Final Closing Date. The size and frequency of each Subsequent Issue, and of each placing, open offer, offer for subscription and intermediaries offer component of each Subsequent Issue, will be determined at the sole discretion of the Company in consultation with the Joint Bookrunners and the Investment Manager. In relation to any Subsequent Issue which does not solely comprise a Subsequent Placing and/or a Subsequent Offer for Subscription and/or a Subsequent Intermediaries Offer, a new securities note (a "**Future Securities Note**") and a new summary (a "**Future Summary**") will be published.

Depending on the materiality of any issue under the Share Issuance Programme, the Company will update Shareholders at the appropriate time. The number of Ordinary Shares available under the Share Issuance Programme is intended to be flexible and should not be taken as an indication of the number of Ordinary Shares to be issued. Any issues of Ordinary Shares will be notified by the Company through a Regulatory Information Service and the Company's website, prior to each Subsequent Admission. The Share Issuance Programme is not being underwritten.

Applications will be made to the Financial Conduct Authority and London Stock Exchange for all of the Ordinary Shares to be issued in connection with the Initial Issue and the Share Issuance Programme to be admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market.

Assuming that 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue, the costs and expenses of the Initial Issue are expected to be approximately £973,000 (being approximately 1.9% of the Initial Issue Gross Proceeds). The costs and expenses of, or incidental to, the Initial Issue will be paid by the Company out of the Initial Issue Gross Proceeds. There are no commissions, fees or expenses to be charged to investors by the Company. The costs and expenses of each Subsequent Issue under the Share Issuance Programme will depend on subscriptions received and the relevant Share Issuance Programme Price. The costs and expenses of any Subsequent Issue will be paid by the Company and will be covered by issuing such Ordinary Shares at a premium to the prevailing Net Asset Value per Ordinary Share at the time of issue at least sufficient to cover the costs and expenses of any Subsequent Issue.

The ownership and voting interests of any Shareholders not participating in the Initial Issue will be diluted.

Assuming 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue:

- Qualifying Shareholders who take up their full Open Offer Entitlement (excluding any Ordinary Shares acquired through the Excess Application Facility) will not suffer any dilution to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue;
- Qualifying Shareholders who do not take up any of their Open Offer Entitlement and Shareholders who are not eligible to participate in the Open Offer will suffer a maximum dilution of approximately 25.0% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue; and
- the Ordinary Shares issued pursuant to the Initial Issue will represent approximately 25.0% of the Enlarged Share Capital.

In the event that Directors exercise their right to increase the size of the Initial Issue up to the maximum of 250 million Ordinary Shares:

- Qualifying Shareholders who take up their full Open Offer Entitlement (excluding any Ordinary Shares acquired through the Excess Application Facility) will suffer a maximum dilution of approximately 52.8% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue;

- Qualifying Shareholders who do not take up any of their Open Offer Entitlement and Shareholders who are not eligible to participate in the Open Offer will suffer a maximum dilution of approximately 64.6% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue; and
- the Ordinary Shares issued pursuant to the Initial Issue will represent approximately 64.6% of the Enlarged Share Capital.

The Initial Issue is conditional, *inter alia*, on: (i) the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 23 June 2022; (ii) Initial Admission having become effective on or before 8.00 a.m. on 27 June 2022 or such later time and/or date as the Company and the Joint Bookrunners may agree (being not later than 8.00 a.m. on 31 July 2022); and (iii) the Share Issuance Agreement becoming wholly unconditional in respect of the Initial Issue (save as to Initial Admission) and not having been terminated in accordance with its terms at any time prior to Initial Admission.

Each allotment and issue of Ordinary Shares under a Subsequent Issue is conditional, *inter alia*, on: (i) the Share Issuance Programme Price being determined by the Directors; (ii) Admission of the Ordinary Shares being issued pursuant to such Subsequent Issue occurring not later than 8.00 a.m. on such date as may be agreed between the Company and the Joint Bookrunners, not being later than the Final Closing Date; (iii) the Share Issuance Agreement becoming otherwise unconditional in respect of the relevant Subsequent Issue in all respects and not having been terminated on or before the date of the relevant Subsequent Admission; (iv) a valid supplementary prospectus, supplement to the Registration Document, Future Summary and/or Future Securities Note, being published by the Company if such is required by the Prospectus Regulation Rules; and (v) the Company having sufficient Shareholder authorities in place to issue such Ordinary Shares. In circumstances where these conditions are not fully met, the relevant Subsequent Issue of Ordinary Shares pursuant to the Share Issuance Programme will not take place.

#### **4.2 Why is the Prospectus being produced?**

##### **(a) Reasons for the Initial Issue and the Share Issuance Programme**

The Directors intend to use the net proceeds of the Initial Issue to repay outstanding monies, which have been drawn down under the Revolving Credit Facility. Any net proceeds in excess of the amount drawn down under the Revolving Credit Facility on Initial Admission shall be deployed to purchase investments which are consistent with the Company's investment objective and investment policy.

The Investment Manager has identified a number of Assets with an aggregate equity value in excess of £4 billion across five countries and six Technologies which the Investment Manager considers would meet the Company's investment policy and therefore would potentially be suitable for acquisition by the Company ("**Pipeline Assets**"). The Investment Manager is in bilateral and/or exclusive discussions in relation to near-term Pipeline Assets with a total equity value in excess of £200 million. The Investment Manager has undertaken preliminary due diligence in relation to the near-term Pipeline Assets in respect of which it is in exclusive or bilateral discussions and certain of the other Pipeline Assets, however, investors should note (i) offers (binding or non-binding) have not necessarily been made in relation to such near-term Pipeline Assets or other Pipeline Assets; (ii) no contractually binding obligations for the sale and purchase of any of the near-term Pipeline Assets or other Pipeline Assets have been entered into by the Investment Manager or the Company; and (iii) the Investment Manager is under no obligation to make any of the near-term Pipeline Assets or other Pipeline Assets available to the Company and will apply its Allocation Policy in respect of the allocation of such Assets among Downing Managed Funds.

Following completion of the Initial Issue, the Directors intend to implement the Share Issuance Programme to raise additional capital for further investment in accordance with the Company's investment objective and investment policy and with a view to delivering further value for Shareholders.

Neither the Initial Issue nor the Share Issuance Programme has been underwritten.

##### **(b) Estimated Net Proceeds**

The Company is targeting a fundraise of approximately £50 million (gross) through the issue of 45,669,495 Ordinary Shares pursuant to the Initial Issue. Assuming that 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue, the costs and expenses of the Initial Issue are expected to be approximately £973,000 (being approximately 1.9% of the Initial Issue Gross Proceeds) and the net proceeds of the Initial Issue, are expected to be approximately £49 million.

The Directors intend to use the net proceeds of the Initial Issue to repay outstanding monies, which have been drawn down under the Revolving Credit Facility. Any net proceeds in excess of the amount drawn down under the Revolving Credit Facility on Initial Admission shall be deployed to purchase investments which are consistent with the Company's investment objective and investment policy.

The Directors intend to use the net proceeds of any Subsequent Issue to repay outstanding monies which have been drawn down by the Company under the Revolving Credit Facility, if any, as at the time of the relevant Subsequent Issue and in making investments which are consistent with the Company's investment objective and investment policy.

##### **(c) Material Conflicts of Interest**

As at the date of the Prospectus, there are no interests that are material to the Initial Issue and Share Issuance Programme and no conflicting interests.

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**THIS REGISTRATION DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt about the action you should take, you are recommended to seek your own financial advice immediately from an independent financial adviser who is authorised under the Financial Services and Markets Act 2000 (as amended) (“FSMA”) if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.**

This Registration Document, the Securities Note and the Summary together which constitute a prospectus relating to Downing Renewables & Infrastructure Trust plc (the “**Company**”) (the “**Prospectus**”) has been approved by the Financial Conduct Authority (the “**FCA**”) under the UK Prospectus Regulation and has been delivered to the FCA in accordance with Rule 3.2 of the Prospectus Regulation Rules. The Prospectus has been made available to the public as required by the Prospectus Regulation Rules.

This Registration Document is valid for a period of 12 months following its publication and, save in circumstances where the Company is obliged to publish a supplementary prospectus or a supplement to this Registration Document, will not be updated. A future prospectus for any issuance of additional Ordinary Shares may, for a period of up to 12 months from the date of the publication of this Registration Document, consist of this Registration Document, a Future Summary and Future Securities Note applicable to each issue and subject to a separate approval by the FCA on each issue. Persons receiving this Registration Document should read the Prospectus together as a whole and should be aware that any update in respect of a Future Summary and Future Securities Note may constitute a material change for the purposes of the Prospectus Regulation Rules.

The Prospectus has been approved by the FCA of 12 Endeavour Square, London, E20 1JN, as the competent authority under the UK Prospectus Regulation. Contact information relating to the FCA can be found at <https://www.fca.org.uk/contact>. The FCA only approves this Registration Document as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the issuer that is the subject of this Registration Document. Investors should make their own assessment as to the suitability of investing in the securities.

The Company and each of the Directors, whose names appear on page 27 of this Registration Document, accept responsibility for the information contained in this Registration Document. To the best of the knowledge of the Company and the Directors, the information contained in this Registration Document is in accordance with the facts and this Registration Document makes no omission likely to affect its import.

**NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO ANY RESTRICTED JURISDICTION (AS DEFINED HEREIN) OR ANY OTHER JURISDICTION IN WHICH SUCH PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.**

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# **DOWNING RENEWABLES & INFRASTRUCTURE TRUST PLC**

*(Incorporated in England and Wales with registered number 12938740 and registered as an investment company under section 833 of the Companies Act 2006)*

## **REGISTRATION DOCUMENT**

**Investment Manager**

**Downing LLP**

**Sponsor, Financial Adviser and Intermediaries Offer Adviser**

**SINGER CAPITAL MARKETS ADVISORY LLP**

**Joint Bookrunner**

**SINGER CAPITAL MARKETS  
SECURITIES LIMITED**

**Joint Bookrunner**

**WINTERFLOOD SECURITIES  
LIMITED**

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Singer Capital Markets Advisory LLP (“**Singer Advisory**”), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as sponsor, financial adviser and intermediaries offer adviser for the Company and for no-one else and will not regard any other person (whether or not a recipient of this Registration Document) as its client and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or providing any advice in relation to the Initial Issue, the Share Issuance Programme, any Admission, the contents of the Prospectus, or any transaction or arrangement referred to in the Prospectus.

Singer Capital Markets Securities Limited (“**Singer Capital Markets**”), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as joint bookrunner for the Company and for no-one else and will not regard any other person (whether or not a recipient of this Registration Document) as its client and

will not be responsible to anyone other than the Company for providing the protections afforded to its clients or providing any advice in relation to the Initial Issue, the Share Issuance Programme, any Admission, the contents of the Prospectus, or any transaction or arrangement referred to in the Prospectus.

Winterflood Securities Limited ("**Winterflood**"), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as joint bookrunner for the Company and for no-one else and will not regard any other person (whether or not a recipient of this Registration Document) as its client and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or providing any advice in relation to the Initial Issue, the Share Issuance Programme, any Admission, the contents of the Prospectus, or any transaction or arrangement referred to in the Prospectus.

Apart from the responsibilities and liabilities, if any, which may be imposed on Singer Advisory, Singer Capital Markets (Singer Advisory and Singer Capital Markets, together "**Singer**") or Winterflood (Singer Capital Markets and Winterflood, together, the "**Joint Bookrunners**") by FSMA or the regulatory regime established thereunder or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Singer nor Winterflood nor any person affiliated with either of them makes any representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the contents of the Prospectus, including its accuracy, completeness or verification, or for any other statement made or purported to be made by it or on its behalf or on behalf of the Company or any other person in connection with the Company, the Ordinary Shares, the Initial Issue, the Share Issuance Programme or any Admission. Each of Singer and Winterflood (together with its respective affiliates) accordingly, to the fullest extent permissible by law, disclaims all and any responsibility or liability, whether arising in tort, contract or otherwise which it might otherwise have in respect of the Prospectus or any other statement.

The Ordinary Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**U.S. Securities Act**"), or under any laws of, or with any securities regulatory authority of, any state or other jurisdiction of the United States and may not be offered, sold, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the U.S. Securities Act) ("**Regulation S**") (a "**U.S. Person**") except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. There will be no public offer or sale of the Ordinary Shares in the United States. Outside the United States, the Ordinary Shares may be offered or sold to non-U.S. Persons in offshore transactions in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder. The Company has not been and will not be registered under the U.S. Investment Company Act, 1940, as amended (the "**U.S. Investment Company Act**") and recipients of the Prospectus will not be entitled to the benefits of the U.S. Investment Company Act. This Registration Document must not be distributed into the United States or to U.S. Persons. Neither the U.S. Securities Exchange Commission nor any U.S. state securities commission has approved or disapproved of these securities or determined if this Registration Document is truthful or complete. Any representation to the contrary is a U.S. criminal offence.

The distribution of this Registration Document and any offer of Ordinary Shares pursuant to the Initial Issue or the Share Issuance Programme may be restricted by law in certain jurisdictions. Other than in the United Kingdom, no action has been or will be taken to permit the possession, issue or distribution of this Registration Document or the Prospectus (or any other offering or publicity material relating to the Ordinary Shares) in any jurisdiction where action for that purpose may be required or where doing so is restricted by law. Accordingly, neither this Registration Document, the Prospectus nor any advertisement, nor any other offering material may be distributed or published in any jurisdiction except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Registration Document comes should inform themselves about and observe any such restrictions. None of the Company, Singer, Winterflood the Investment Manager or any of their respective affiliates or advisers accepts any legal responsibility to any person, whether or not such person is a potential investor, in respect of any such restrictions.

Copies of this Registration Document, the Securities Note and the Summary (along with any Future Securities Note and Future Summary, any supplementary prospectus and any supplement to the Registration Document published by the Company prior to the Final Closing Date) will be available on the Company's website ([www.doretrust.com](http://www.doretrust.com)) and the National Storage Mechanism of the FCA at <https://data.fca.org.uk/#/nsm/nationalstoragemechanism>.

**Without limitation, neither the contents of the Company's, the AIFM's or the Investment Manager's website (or any other website) nor the content of any website accessible from hyperlinks on the Company's, the AIFM's or the Investment Manager's website (or any other website) is incorporated into, or forms part of this Registration Document, or has been approved by the FCA.**

Dated: 7 June 2022

## CONTENTS

	<u>Page</u>
RISK FACTORS	4
IMPORTANT INFORMATION	24
DIRECTORS, MANAGEMENT AND ADVISERS	26
PART 1 – INVESTMENT HIGHLIGHTS	28
PART 2 – INFORMATION ON THE COMPANY	31
PART 3 – EXISTING PORTFOLIO, PIPELINE AND INVESTMENT PROCESS	43
PART 4 – MARKET BACKGROUND	64
PART 5 – DIRECTORS, MANAGEMENT AND ADMINISTRATION	86
PART 6 – FINANCIAL INFORMATION	96
PART 7 – GENERAL INFORMATION	99
PART 8 – GLOSSARY OF TERMS	132
PART 9 – DEFINITIONS	134
APPENDIX	143

## RISK FACTORS

Investment in the Company should not be regarded as short-term in nature and involves a degree of risk. Accordingly, investors should consider carefully all of the information set out in this Registration Document and the risks attaching to an investment in the Company including, in particular, the risks described below.

The Directors believe that the risks described below are the material risks relating to the Company at the date of this Registration Document. Additional risks and uncertainties not currently known to the Directors, or that the Directors deem immaterial at the date of this Registration Document, may also have an adverse effect on the performance of the Company. Investors should review this Registration Document carefully and in its entirety and consult with their professional advisers before making an application to participate in the Initial Issue and/or a Subsequent Issue.

As required by the UK Prospectus Regulation, the risk that the Directors consider to be the most material risk in each category, taking into account the negative impact on the Company and the probability of its occurrence, has been set out first. Given the forward-looking nature of the risks, there can be no guarantee that any such risk is, in fact, the most material or the most likely to occur. Investors should, therefore, review and consider each risk.

### 1 RISKS RELATING TO THE COMPANY

#### ***The Company has no employees and is reliant on the performance of third party service providers***

The Company has no employees and the Directors have all been appointed on a non-executive basis. The Company is reliant upon the performance of third party service providers for its executive function. In particular, the AIFM, the Investment Manager, the Depositary and the Registrar are performing services which are integral to the operation of the Company.

In accordance with the AIC Code, the Company has established a Management Engagement Committee whose duties are to (i) consider the terms of appointment of the AIFM, the Investment Manager and other service providers; (ii) annually review those appointments and the terms of engagement; and (iii) monitor, evaluate and hold to account the performance of the AIFM, the Investment Manager, the other service providers and their key personnel. However, failure by any service provider to carry out its obligations to the Company in accordance with the terms of its appointment could have a materially detrimental impact on the operation of the Company or administration of its investments. The termination of the Company's relationship with any third party service provider or any delay in appointing a replacement for such service provider could disrupt the business of the Company materially and could have a material adverse effect on the performance of the Company, the Net Asset Value, the Company's earnings and returns to Shareholders.

#### ***Past performance cannot be relied upon as an indicator of the future performance of the Company***

The past performance of the Company or other investments managed by the Investment Manager or any of the Investment Manager's investment professionals cannot be relied upon as an indicator of the future performance of the Company. Investor returns will be dependent upon the Company successfully pursuing its investment policy.

#### ***The Pipeline Assets are not subject to binding contractual obligations***

No investment opportunities from the Pipeline Assets have been contracted to be acquired by the Company and there are no contractually binding obligations for the sale and purchase of the Pipeline Assets. The Investment Manager is not under an obligation to make the investment opportunities from the Pipeline Assets available to the Company. Therefore, there can be no assurance that any of the Pipeline Assets will remain available for purchase after the publication of this Registration Document or, if available, at what price (if a price can be agreed at all) the investments comprising the Pipeline Assets can be acquired by the Company. Investments not comprised within the Pipeline Assets may also become available.

### ***The Company has a limited operating history***

The Company was incorporated on 8 October 2020 and has a relatively short operating history. As the Company has a relatively short operating history, investors have a limited basis on which to evaluate the Company's ability to achieve its investment objective and provide a satisfactory investment return.

The Company's returns will depend on many factors, including the performance of its investments, the availability and liquidity of investment opportunities within the scope of the Company's investment objective and policy, conditions in the global and relevant local financial markets and global and relevant local economies and the Company's ability to successfully operate its business and successfully pursue its investment policy. There can be no assurance that the Company's investment policy will be successful.

## **2 RISKS RELATING TO THE COMPANY'S INVESTMENT POLICY**

***The Company may not meet its investment objective and there is no guarantee that the Company's target dividend and other distributions and/or target returns, as may be adopted from time to time, will be met***

The Company may not achieve its investment objective. Meeting the investment objective is a target but the existence of such an objective should not be considered as an assurance or guarantee that it can or will be met.

The Company's investment objective is to provide investors with an attractive and sustainable level of income returns, with an element of capital growth, by investing in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe. The payment of future dividends and other distributions and the level of any future dividends or distributions paid by the Company is subject to the discretion of the Directors and will depend upon, amongst other things, the Company successfully pursuing its investment policy and the Company's earnings, financial position, cash requirements, level and rate of borrowings and availability of profit, as well as the provisions of relevant laws or generally accepted accounting principles from time to time. There can be no assurance that any dividends or distributions will be paid in respect of any financial year or period and no guarantee as to the level of any future dividends or distributions to be paid by the Company. There is no guarantee that the Company will achieve the stated target NAV total return referred to in this Registration Document and therefore its return objective.

***The Company's targeted returns are based on estimates and assumptions that are inherently subject to significant uncertainties and contingencies, and the actual rate of return and/or yield may be materially lower than those targeted***

The Company's targeted returns set out in this Registration Document are targets only and are based on estimates and assumptions about a variety of factors including, without limitation, value, yield and performance of the Company's portfolio of Assets, which are inherently subject to significant business, economic, currency and market uncertainties and contingencies, all of which are beyond the Company's control and which may adversely affect the Company's ability to achieve its targeted returns. The Company may not be able to implement its investment objective and investment policy in a manner that generates returns in line with the targets.

Asset acquisitions rely on detailed financial models to support valuations. There is a risk that inaccurate assumptions or methodologies may be used in a financial model. In such circumstances the returns generated by an Asset acquired by the Company may be different to those forecast.

In addition, the Company cannot guarantee the accuracy of generation, usage or demand forecasting or the reliability of the forecasting models nor can it guarantee that the historic data collected will be indicative of future conditions. Forecasting can be inaccurate due to meteorological measurement errors, or errors in the assumptions applied to the forecasting model. In particular, forecasters look at long-term data and there can be short-term fluctuations.

The prices at which the Company acquires Assets will be determined by the Investment Manager's and third party adviser's assumptions and economic expectations for such Assets on the basis that the returns available to the Company are acceptable. The operation and economics of Assets may fall short of the Investment Manager's expectations, and/or an Asset may fail to generate its projected returns.

Furthermore, the targeted returns are based on the market conditions and the economic environment at the time of assessing the targeted returns and are therefore subject to change. In particular, the targeted returns assume no material changes occur in applicable regulations or other policies, or in law and taxation, and that the Company and its portfolio of Assets are not affected by natural disasters, terrorism, social unrest or civil disturbances or the occurrence of risks described elsewhere in this Registration Document.

There is no guarantee that returns can be achieved at or near the levels set out in this Registration Document. Accordingly, the actual rate of return achieved may be materially lower than the targeted returns, or may result in a partial or total loss, which could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

### ***Reliance on projections***

Investment decisions and valuations are based on financial projections for the Company's Assets. Projections are primarily based on the Investment Manager's assessment and are only estimates of future results based on assumptions made at the time of the projection. These projections may not be realised and are subject to change as relevant inputs to the projections change.

The Company's quarterly announcements of Net Asset Value are based on estimates provided by the Investment Manager. Only the financial year end Net Asset Value is audited. The financial information relating to the Company's portfolio of Assets on which the quarterly valuations are based, is based on management information provided by the Investment Manager. In accordance with wider market practice, assumptions as to future electricity prices are sourced by the Investment Manager from one or more commercial vendors of such information. There is a limited number of such vendors and their forecasts differ, sometimes materially. If one or more commercial vendors were to cease operations or change their assumptions or methodologies the valuation and realisable value of Assets may change materially. If assumptions as to electricity prices fall, the valuation of the Assets will decline. Actual results may vary significantly from the projections, which may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

### ***Use of borrowings***

The Company and SPVs use borrowings for multiple purposes, including for investment purposes. While the use of borrowings should enhance the total return on the Ordinary Shares where the return on the Company's portfolio of Assets exceeds the cost of borrowing, it will have the opposite effect where the return on the Company's portfolio of Assets is lower than the cost of borrowing. The use of borrowings by the Company and/or the SPVs may increase the volatility of the Company's revenues and the Net Asset Value per Ordinary Share.

The use of borrowings in relation to an Asset will increase risk; leverage increases the exposure of an investment to changes in valuation, shortfalls in revenue and operating performance, increased costs and adverse economic factors such as rising interest rates, downturns in the economy or deteriorations in the condition of an Asset.

The use of borrowings may also impair an Asset's ability to finance future operations and capital needs and result in restrictive financial and operating covenants, including those that may prevent distributions to the Company. These restrictive financial covenants may limit an Asset's flexibility to respond to changing business and economic conditions.

Any amounts that are secured under a bank facility or other lending will rank ahead of Shareholders' entitlements and, on foreclosure, Shareholders may not recover all or any of their initial investment.

To the extent that a fall in the value of the Company's portfolio of Assets causes gearing to rise to a level that is not consistent with the Company's borrowing and gearing policy, borrowing limits or loan covenants, the Company may have to sell investments in order to reduce borrowings. Such investments may be difficult to realise and therefore the market price which is achievable may give rise to a significant loss of value compared to the book value of the Assets, as well as a reduction in income from the Company's portfolio of Assets.

Macroeconomic events may have a significant impact on the credit markets, the availability of debt and/or the terms upon which that debt is available. The Company and SPVs may find it difficult, costly or not possible to refinance future indebtedness as it matures or the terms become more

expensive (for example, as the case may be, where the terms of construction finance change following completion of the construction of an asset). Further, if interest rates are higher when any relevant indebtedness is refinanced, the Company's and SPV's finance costs could increase. Any of the foregoing events may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares and may lead to Shareholder dilution as a result of further equity capital raisings by the Company or the forced sales of assets.

The Company and SPVs may incur debt with a floating rate of interest and be exposed to interest rate risk due to fluctuations in prevailing market rates. Changes in interest rates may also affect the valuation of the investment portfolio by impacting the valuation discount rate. An increase in interest rates will increase the floating rate interest cost borne by the Company or SPVs and reduce the valuation of the relevant Asset. The Company and SPVs may hedge or partially hedge interest rate exposure on borrowings. However, such measures may not be sufficient to protect the Company and SPVs from adverse movements in prevailing interest rates to the extent exposures are unhedged or hedges are inadequate to offer full protection. If exposures are hedged, interest rate movements may lead to mark-to-market movements which may be positive or negative and upon breaking of such hedges may cause crystallisation of gains or losses. In addition, hedging arrangements expose the Company and SPVs to credit risk in respect of the hedging counterparty. Increased exposure to interest movements may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***Availability of and competition for appropriate investments that accord with the investment policy***

The success of the Company's investment activities depends on the Investment Manager's ability to identify Assets and the availability of such investments. Identification and exploitation of the investment strategies to be pursued by the Company involves a high degree of uncertainty. No assurance can be given that the Investment Manager will be able to secure suitable investment opportunities. Changes in the broader renewable energy and infrastructure markets in which the Company seeks to invest, as well as other market factors, may reduce the scope for the Company's investment strategies. Additionally, the Investment Manager competes on behalf of the Company and other Downing Managed Funds with other parties for Assets. Therefore, even when a suitable investment opportunity is identified, there can be no assurance that such opportunity will be available at all or at a price or upon terms and conditions (including financing) that the Investment Manager considers satisfactory or that it will be allocated to the Company under the Investment Manager's Allocation Policy.

Any delay in the deployment of the net proceeds of an Issue will reduce the Company's earnings which could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***Investor returns will be dependent upon the performance of the Company's portfolio of Assets and the Company may experience fluctuations in its operating results***

Returns achieved are reliant primarily upon the performance and valuation of the Company's portfolio of Assets. The Group may experience fluctuations in its operating results due to a number of factors, including changes in the values of the Company's Assets from time to time, changes in revenues, operating expenses, defaults by counterparties, fluctuations in foreign exchange and interest rates, availability and liquidity of investments, the degree to which it encounters competition and general economic and market conditions. Such variability may be reflected in dividends, may have a material adverse effect of the Company's profitability, the Net Asset Value and the price of the Ordinary Shares and may cause the Company's results for a particular period not to be indicative of its performance in a future period.

Furthermore, the utilities sector is experiencing increasing competitive pressures, as a result of consumer demands, technological advances, privatisations and other factors. To the extent competitive pressures increase and the pricing and sale of their products assume more characteristics of a competitive or otherwise fully unregulated business, the economics of projects or companies in which the Company may invest may come under increasing pressure which in turn may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***Concentration risk in relation to exposure to individual Assets, geography and/or Technology***

The Company's current investment policy and the New Investment Policy include investment restrictions by reference to the number of Assets, Geography and Technology. Despite these restrictions, several investments may be in one sector. Should this be the case, the investments of the Company could become concentrated, and poor performance of a sector where the Company has multiple investments could have a material adverse effect on the Company's profitability, Gross Asset Value and the price of the Ordinary Shares.

In the event that the investments acquired by the Company give rise to concentration risk by reference to individual Assets, geography and/or Technology, the Company's targeted returns may be materially affected where those Assets, geographies and/or Technologies, do not deliver the returns anticipated by the Investment Manager. In such circumstances, where any of the risks and uncertainties identified elsewhere in these risk factors come to fruition, this may have a more significant impact and may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***The Company is exposed to transactional effects of foreign exchange rate fluctuations and risks of currency and interest rate hedging***

The Company reports its results in Sterling. The Company may make material investments in countries whose local currency is not Sterling and the Company and SPVs make and receive payments that are denominated in currencies other than Sterling. Accordingly, the Company is exposed to foreign exchange risk caused by fluctuations in the value of foreign currencies when the net income and valuations of those operations in non-Sterling jurisdictions are translated into Sterling for the purposes of financial reporting. The Company and SPVs may also hedge the interest rate exposure in relation to loans granted to them. While the Company and/or SPVs has/have entered and may enter into further derivative transactions to hedge such currency and interest rate exposures, there can be no guarantee that the Company and/or SPVs will be able to, or will elect to, hedge other such exposures in a timely manner and on terms acceptable to them, or that any such hedging arrangements, where entered into, will be successful or cover the full extent of any currency or interest rate risk. The Company and/or SPVs may be required to satisfy a margin call (posting cash or other collateral) in respect of hedges and in certain circumstances may not have such collateral readily available. In these circumstances, the Company could be forced to sell an Asset or borrow further funds to meet a margin call or take a loss on a position that might, if held longer, have yielded a smaller loss or a gain. To the extent that the Company and/or SPVs do rely on derivative instruments to hedge exposure to exchange rate and interest rate fluctuations, they will be subject to counterparty risk. Any failure by a hedging counterparty of the Company or an SPV to discharge its obligations could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***Investor returns may be impacted by the war in Ukraine and the impact of new sanctions placed on Russia and other countries***

The impact on the UK and Northern European energy markets and global supply chains of the war in Ukraine is complex and uncertain. Noticeable short term impacts have been upward pressure on energy prices and inflation, an increased policy focus on energy security and reduced reliance on Russian energy imports. For the Company, increased power prices and inflation are positive for the Company's revenues and Asset valuations, as is a policy shift towards the accelerated deployment of renewables. However, the longer-term impacts remain a concern. The war in Ukraine has resulted in a significant expansion in sanctions imposed against Russia, the Russian financial sector and certain Russian individuals, and further sanctions (the scope and extent of which are currently unclear) may be imposed in the event of a further escalation of or prolonged hostilities in Ukraine. Such conditions may include higher inflation, higher interest rates, negative interest rates, declining access to credit, declining availability of insurance or to the ability to insure at commercially viable rates, lower or stagnating wages, increasing unemployment, weakness in real estate markets, changes in government regulatory, fiscal or tax policies, including changes in applicable tax rates and the modification of existing or adoption of new tax legislation with or without retrospective effect, sanctions regimes, removal of subsidies, reduced public spending, initiatives to address climate change or credit crises affecting disposable incomes, increases in fuel prices, weakness in energy markets or a loss of consumer confidence. Such conditions may have an adverse impact on the development of the renewable energy and other infrastructure markets, or on energy markets

themselves, and adversely impact the financial performance of companies and businesses that operate in those sectors, including the Company and its counterparties.

### ***UK exit from the European Union***

The process of the United Kingdom leaving the European Union was completed on 31 December 2020 (“**Brexit**”). Brexit has set in train a sustained period of uncertainty both in the United Kingdom and the European Union. As a result investors face a degree of ongoing uncertainty and potential risks regarding, *inter alia*, the United Kingdom and European Union economies, currency movements, volatility in the UK and potentially global markets, and the regulatory and tax regime to which the Company is currently subject. While the full impact of Brexit continues to evolve, this prolonged uncertainty regarding aspects of the United Kingdom and European Union economies could damage investors’ confidence which could result in a material adverse effect on the price of the Ordinary Shares.

There can be no assurance that the foregoing developments will not have a negative effect on the Company’s ability to achieve its investment objective or on its investments in the United Kingdom and the European Union. For example, currency volatility may mean that the returns of the Company are adversely affected by market movements and may make it more difficult, or more expensive, for the Company to execute prudent currency hedging policies. A potential increase or decline in the value of Sterling and/or the Euro against other currencies, along with the potential downgrading of the United Kingdom’s sovereign credit rating, may also have an impact on the performance of the Company.

Further, any of the foregoing developments may result in a slowdown in UK economic activity, which may have a material adverse effect on the price of electricity in the UK and the demand for UK renewable assets. It could also potentially make it more difficult for the Company to raise capital in the EU and/or increase the regulatory compliance burden on the Company. This could restrict the Company’s future activities and thereby negatively affect returns.

Whilst these risks may have material adverse effect on the Company’s profitability, the Net Asset Value and the price of the Ordinary Shares and on the Investment Manager’s business, the Investment Manager and the Company will seek to ensure that any impact to the Company is limited. However, it remains difficult to predict the overall impact that Brexit will have on the Company at this point. The Company will take into account the stability of financial markets and the interests of Shareholders when considering any decisions in respect of Brexit.

### ***Inflation***

Inflation may be higher or lower than forecast. The revenue and expenditure of Assets are frequently partially index-linked and therefore any discrepancy with the Company’s inflation expectations could impact positively or negatively on the Company’s cashflows.

From a financial modelling perspective, an assumption is usually made that inflation will exist at a long-term rate (which may vary depending on country and prevailing inflation projections). The effect on revenue and price projections and more generally on investment returns if inflation overshoots or undershoots the original projections for this long-term rate is dependent on the nature of the underlying project earnings and any indexation provisions agreed with the relevant counterparty on any project. The consequences of higher or lower levels of inflation than those assumed by the Company will not be uniform across the portfolio and actual outturn inflation can impact revenues and costs differently. An investment in the Company cannot be expected to provide protection from the effects of inflation or deflation. In the event that actual inflation differs from forecasts or projected levels, this could have a material adverse effect on the Company’s profitability, the Net Asset Value and the price of the Ordinary Shares.

### ***Control position risk***

The Investment Manager will generally seek investment opportunities that allow the Company to acquire control or exercise influence over management and the strategic direction of the relevant Asset.

The exercise of control over a company which owns such an Asset imposes additional risks of liability for environmental damage and other types of liability (for instance in relation to Other

Infrastructure this could also include a failure to supervise management and product defects) in which the limited liability characteristic of business operations generally may be ignored.

The exercise of control could also expose the Company to claims by the security holders, employees and creditors of the business. Whilst the Investment Manager intends to manage the Company in a way that will minimise exposure to these risks, the possibility of successful claims cannot be precluded.

Such liabilities and claims may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***The Company may not acquire nor retain 100% control of its Assets***

Under certain investment structures, the Company may acquire or retain less than a 100% interest in a particular Asset or SPV and the remaining ownership interest will be held by one or more third parties, which could include other Downing Managed Funds. In such instances, the Company may acquire a controlling or non-controlling interest.

These investment arrangements may expose the Company to the risk that:

- co-owners become insolvent or bankrupt, or fail to fund their share of any capital contribution which might be required, which may result in the Company having to pay the co-owner's share or risk losing the investment;
- co-owners have economic or other interests that are inconsistent with the Company's interests and are in a position to take or influence actions contrary to the Company's interests and plans, which may create impasses on decisions and affect the Company's ability to implement its strategies and/or dispose of the asset or entity;
- disputes develop between the Company and co-owners, with any litigation or arbitration resulting from any such disputes increasing expenses and distracting the Board and the Investment Manager from their other managerial tasks;
- co-owners do not have enough liquid assets to make cash advances that may be required in order to fund operations, maintenance and other expenses related to the relevant Asset which could result in the loss of income and may otherwise adversely affect the operation and maintenance of the Asset;
- a co-owner breaches agreements related to the Asset, which may cause a default under such agreements and result in liability for the Company and/or an SPV;
- the Company and/or an SPV may, in certain circumstances, be liable for the actions of co-owners; and
- a default by a co-owner constitutes a default under financing documents relating to the investment, which could result in a foreclosure and the loss of all or a substantial portion of the investment made by the Company.

Any of the foregoing may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

In addition, in circumstances where the Company does not hold a controlling interest in the relevant investment it may (i) have limited influence or (ii) not be able to block certain decisions made collectively by the majority equity holders or senior lenders. This may result in decisions being made about the relevant investment that are not in the interests of the Company. In such circumstances, the Company will secure its shareholder rights through contractual and other arrangements, to, *inter alia*, ensure that the Asset is operated and managed in a manner that is consistent with the Company's investment policy. However, this lack of control may have a significant impact and may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***Board participation risk***

The Company may be represented on the boards of Assets or SPVs which own Assets or may have its representatives serve as observers to such boards of directors. Although such positions in certain circumstances may be important to the Company's investment strategy and may enhance the Investment Manager's ability to manage such investments, they may also have the effect of

impairing the Company's ability to sell the related securities when, and upon the terms, it may otherwise desire, and may subject the Company to claims they would not otherwise be subject to as an investor, including claims of breach of duty, securities claims and other director-related claims.

#### ***Conflicts of interest in relation to Assets***

Officers and employees of the Investment Manager serve as directors of certain Assets or SPVs which own Assets and, in that capacity, are required to make decisions that consider the best interests of the relevant Asset or SPV and its shareholders and/or creditors. In certain circumstances, for example in situations involving bankruptcy or near insolvency of an Asset or SPV, actions that may be in the best interest of the relevant Asset or SPV and/or creditors may not be in the best interests of the Company, and vice versa. Accordingly, in these situations, there may be conflicts of interests between such individual's duties as an officer or employee of the Investment Manager and such individual's duties as a director of the Asset SPV which owns the Asset.

#### ***Risks associated with the Eurozone***

The Company's investment policy targets Assets located in the UK, Ireland and Northern Europe and certain of the Company's current portfolio of Assets are located in jurisdictions within both the EU and the Eurozone. Concerns about credit risk of certain member states of the Eurozone have intensified in recent years. The default, or a significant decline in the credit rating, of one or more member states of the Eurozone could cause severe stress in the Eurozone financial system generally and could, in the worst-case scenario, lead to the reintroduction of national currencies in one or more member states of the Eurozone and the abandonment of the Euro as a currency. An escalation of the Eurozone crisis could adversely affect the economic condition of the Company's and any SPV's counterparties or creditors directly or indirectly located in the Eurozone. If any of these risks materialise, this could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

#### ***Unsuccessful transaction costs***

There is a risk that the Company may incur substantial legal, technical, financial and other advisory expenses arising from unsuccessful transactions including expenses incurred in connection with transaction documentation and due diligence.

#### ***Unforeseen events risk***

The use of the Assets may be interrupted or otherwise affected by a variety of events outside the Company's or the Investment Manager's control, including serious traffic accidents, pandemics, natural disasters (such as fire, floods, earthquakes and typhoons), man-made disasters (including war and terrorism), defective design and construction, fuel and energy prices, environmental legislation or regulation, general economic conditions, labour disputes and other unforeseen circumstances and incidents.

Such events (known as force majeure events) may adversely affect a party's ability to perform its obligations until it is able to remedy the force majeure event. In some cases, agreements can be terminated if the force majeure event is so catastrophic that it cannot be remedied within a reasonable time period and this may affect the value of Assets, which in turn may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

Military action, wars and/or terrorist attacks of unprecedented scope in recent years have caused episodes of instability in the world financial markets and may generate regional and/or global economic instability. The continued threat of war and/or terrorism and/or escalation of conflicts and the impact of military or other action have led to and may lead to further increased volatility in prices for electricity and energy and could affect the Company's financial results. Further, governments have issued public warnings indicating that energy assets might be a specific target of terrorist organisations. Assets may involve significant strategic assets that have a national or regional profile and may have monopolistic characteristics. The nature of these assets could expose them to a greater risk of being the subject of a terrorist attack than other assets or businesses. Risks linked to terrorism may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### **3 RISKS RELATING TO MAKING INVESTMENTS IN RENEWABLE ENERGY AND INFRASTRUCTURE ASSETS**

#### ***Due diligence risks***

Prior to the acquisition of an Asset, the Investment Manager undertakes commercial, accounting, tax, technical, insurance, environmental and legal due diligence on the relevant Asset. Notwithstanding that such due diligence is undertaken, it may not uncover all of the material risks affecting the Asset, and/or such risks may not be adequately protected against in the acquisition or investment documentation or adequately insured against. The Company may acquire Assets with unknown liabilities and without any recourse, or with limited recourse, with respect to unknown liabilities. If an unknown liability was later asserted in respect of the relevant Asset, the Company or relevant SPV might be required to pay substantial sums to settle it or enter into litigation proceedings, which could adversely affect cash flow and the result of its operations. Where material risks are not uncovered and/or such risks are not adequately protected against, this may have a material adverse effect on the Asset and on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

The Company will have reliance on due diligence reports prepared by professionals appointed by the Company in relation to an Asset. Notwithstanding this reliance relationship, the relevant professional adviser may limit its liability or is otherwise able to avoid liability to the Company. Should that be the case, the Company may be unable to recover losses suffered as a result of its reliance on such professional adviser.

#### ***Construction risks***

The Company may invest in Assets which are in construction or construction-ready or otherwise require significant future capital expenditure. Assets which have significant future capital expenditure may be exposed to certain risks, such as cost overruns, construction delay, failure to meet technical requirements or construction defects which may be outside the Company's control. Whilst this risk may in some instances be transferred to construction contractors, it will not be possible to transfer all such risks and even where these risks are transferred, contractual provisions aimed at transferring these risks may have financial limits for compensation and may not be enforceable.

If a third party is liable to repair or remedy any construction defect, that third party may not carry out such repair or remedy by the agreed deadline or at all and/or the relevant defects may not be adequately covered by warranty. Even if such defects are covered by warranty, they may only occur after the warranty period expires, or the relevant damages may exceed the scope of the warranty and therefore not be capable of full recovery.

As a result, it may not be possible to recoup all damages/losses incurred due to construction related risks materialising. Additional costs and expenses, delays in construction or carrying out repairs, failure to meet technical requirements, lack of warranty cover and/or consequential operational failures or malfunctions may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

#### ***The Company's investments in Assets are illiquid and may be difficult to realise at a particular time and/or at the prevailing valuation***

The Company invests in unlisted assets with the intention of owning these investments for the long-term. Such Assets are illiquid; may be difficult for the Company to sell and the price achieved on any realisation may be at a discount to the prevailing valuation of the relevant Asset. The Assets are also subject to downturns in demand and market disruption and in such circumstances the lack of available capital for potential purchasers may also make the Assets difficult and time-consuming to liquidate. This may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

#### ***Acquisition risk***

A seller will typically provide various warranties for the benefit of the buyer and its funders in relation to the acquisition of an Asset. Such warranties will be limited in extent and are typically subject to disclosure, time limitations, materiality thresholds and liability caps and to the extent that any loss suffered by the buyer arises outside the warranties or such limitations or caps are exceeded, it will be borne by the purchaser, which may adversely affect the income received by the

Asset which could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

### ***The Company invests in Assets through SPVs***

The Company invests in Assets through SPVs. While such investments provide the Company diversification on a look-through basis, the Company is exposed to certain risks associated with the vehicles as a whole which may affect its return profile. For example:

- any change in the laws and regulations including any tax laws and regulations applicable to the SPVs or to the Company in relation to the receipts from any such SPVs may adversely affect the Company's ability to realise all or any part of its interest in Assets held through such structures; or
- any failure of an SPV or its management to meet their respective obligations may have a material adverse effect on the Assets held through such structures (for example, triggering breach of contractual obligations) and the Company's exposure to the investments held through such structures and/or the returns generated from such Assets for the Company and affect its ability to achieve its investment objective; or
- when making an investment into an Asset through an SPV, there may be contractual rights (such as pre-emption) accruing to third parties, not necessarily fully identified through due diligence, that may be subject to subsequent challenge impacting the Company's rights.

### ***The Company may be subject to liability following the disposal of investments***

The Company may be exposed to future liabilities and/or obligations with respect to Assets that it sells. The Company may be required or may consider it prudent to set aside provisions for warranty claims or contingent liabilities in respect of the disposal of Assets. The Company may be required to pay damages (including but not limited to litigation costs) to a purchaser to the extent that any warranties given to a purchaser prove to be inaccurate or to the extent that the Company breaches any of its covenants or obligations contained in the disposal documentation. In certain circumstances, warranties incorrectly given could give rise to a right by the purchaser to unwind the contract in addition to the payment of damages.

The Company may become involved in disputes or litigation in connection with investments it has sold. Certain obligations and liabilities associated with the ownership of investments can also continue to exist notwithstanding any disposal, such as certain environmental liabilities.

Any claims, litigation or continuing obligations in connection with the disposal of any Assets may subject the Company to unanticipated costs and may require the AIFM and the Investment Manager to devote considerable time to dealing with them. As a result, any such claims, litigation or obligations may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

### ***Risk of equity and debt financing***

The claims of equity holders are subordinated to any creditors and are only entitled to receive dividends and other distributions if there are distributable reserves. Therefore, the success of an equity participation depends on the performance of, and income from, an Asset.

Issuers of debt instruments may be unable to make timely payments or at all due to financial difficulties or insolvency. In such circumstances, extensive additional costs may be incurred, for example as a result of initiating litigation, seizure or foreclosure or other actions to recover the outstanding amounts. Should these risks materialise, this could have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Assets may be subject to environmental, social, or governance risks***

Assets may be subject to environmental, social, or governance risks ("**ESG Risks**"). ESG risks are evaluated during the investment cycle through due diligence of the Asset and associated contracted suppliers and this ESG evaluation is integrated into the investment decision. Environmental risks include the risk of environmental damage which includes biodiversity, carbon emissions and pollution as well as changes to the environmental circumstances in connection with climate change such as transitional or physical risks. Social risks include those associated with the health and safety of the workforce, human rights in the supply chain, perceived unfair advantage, relationships with local

communities, riots, adverse health conditions as well as reputational risks resulting from social risks. Governance risks include risks due to inadequate compliance with regulatory and governance requirements including conflicts, bribery and anti-corruption measures and remuneration policies alongside risks of fraud and tax honesty. Any such ESG Risks may have been incurred in respect of an Asset before the Company's ownership commenced. Should any of these risks fail to be identified and mitigated or materially change, including the possibility that ESG Risks are in the future assessed by different standards, and to the extent ESG Risks materialise, this could have a material adverse effect on the Company's reputation and the marketability of the affected Asset(s) and/or the energy produced by it/them, with consequential material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

#### **4 RISKS RELATING TO RENEWABLE ENERGY AND INFRASTRUCTURE ASSETS**

##### ***The Company makes investments which are exposed to wholesale electricity prices and the risk of hedging power prices***

The Company makes investments in Assets with revenue exposure to wholesale electricity prices. The market price of electricity is volatile and is affected by a variety of factors, including market demand for electricity, levels of electricity generation, the generation mix of power plants, government support for various forms of power generation and fluctuations in the market prices of commodities and foreign exchange. Whilst some of the Company's Assets benefit from fixed price arrangements for a period of time, others have revenue which is based on prevailing wholesale electricity prices.

Market demand for electricity can be impacted by many factors, including changes in consumer demand patterns, increased usage of smart grids, a rise in demand for electric vehicle charging capacity and residential participation in renewable energy generation. Such changing dynamics could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

Where the Company or an SPV has entered or enters into contracts to fix the price that it receives on the electricity forecast to be generated or enters into derivatives with a view to hedging against fluctuations in power prices (such as corporate CFDs), the Company or SPV, as the case may be, is exposed to risk related to delivering an amount of electricity over a specific period. If there are periods of non-production the Company or an SPV may need to pay the difference between the price it has sold the power at and the market price at that time. In circumstances where the market price is higher than the fixed or hedged price this could have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

To the extent that the Company or an SPV relies on derivative instruments (such as corporate CFDs) to hedge its exposure to fluctuations in power prices, it will be subject to counterparty risk. A failure by a hedging counterparty to discharge its obligations could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

##### ***Dependency on meteorology***

Revenue from the Company's Assets consists predominantly of remuneration for the supply of electricity generated. For renewable energy projects, this depends largely on actual weather conditions affecting each site such as wind intensity, solar irradiation or rainfall. Weather conditions may fluctuate and differ from forecast, with a corresponding effect on the amount of electricity generated. Weather cycles may also be deficient in the type of weather conditions required to produce energy at the relevant site.

In addition, unfavourable weather conditions in different geographies may occur due to local and global climate change. Increased extreme weather conditions could also negatively affect output of an Asset. Renewable energy resources may also be affected by man-made or natural obstructions in the vicinity of an Asset, including other wind farms, forestry, dams or nearby buildings.

If such risks materialise, the performance of an Asset owned by the Company may be adversely affected and as a result this may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Meteorological forecasts***

Energy yield forecasts are to a large extent based on historical climate data and certain IT based simulations/calculations. There is a risk that such forecasts prove inaccurate due to meteorological measurement errors, the reliability of the forecasting model or errors in the assumptions applied to the forecasting model. In particular, extreme weather conditions may lead to greater fluctuation from historically recorded data. For example, climate changes may result in less or limited sunshine and/or reduced wind and/or less precipitation, which may serve to reduce power generated and revenues over the entire forecasting period which in turn may lead to less revenue being generated at an Asset which in turn may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Risks relating to maintaining the connections of Assets to the electricity transmission and distribution network***

In order to export electricity, Assets must be, and remain, connected to the electricity network. This may involve a connection to the transmission and distribution networks or either of them, depending on the circumstances of a particular Asset and any other specific requirements relevant to the countries in which the Company invests. An Asset must have in place the necessary connection agreements and comply with their terms in order to avoid potential disconnection or de-energisation of the relevant connection point. In the event that the relevant connection point is disconnected or de-energised, the Asset in question will not be able to export (or import) electricity to the grid. Additionally, non-compliance with, or disconnection or de-energisation under the relevant connection agreements in some instances can also lead to a breach of any PPA that relates to that Asset, giving the PPA Offtaker the right to terminate. This may also result in a breach of the terms of another revenue agreement such as any agreement to provide ancillary services, capacity services or balancing services.

SPVs may incur increased costs or losses as a result of changes in law or regulation including changes in grid (distribution or transmission) codes or rules. Such costs or losses could adversely affect the financial performance and prospects of the Company and in particular new laws or regulation may require new equipment to be purchased at the relevant Asset or result in changes to or a cessation of the operations of the Asset.

The Company's portfolio of Assets is also subject to the risk that, due to interruption in the grid connection or irregularities in the overall power supply, power may not be generated or supplied. In such case, affected Assets may not receive any compensation or only limited compensation in accordance with the relevant contractual or statutory provisions.

Should these risks in relation to grid connection materialise, this could have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Risks relating to grid congestion***

Increased investment in renewable energy policy has led to higher demand for grid capacity. This has led to "grid congestion", where offers of capacity carry significant cost and delay associated with major grid reinforcement. A lack of access to the grid or increased connection charges as a result of the high demand for access would have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Risks relating to grid outage and constraints on the capacity of an Asset***

Constraints or conditions may be exposed on an Asset's connection to the grid and its export of electricity at certain times. A risk inherent to the connection to any electricity network is the limited recourse a generator has to the network operator if the Asset is constrained or disconnected due to a system event on the local distribution or wider transmission system. In certain specified circumstances, the system operator can require generators and operators (or the electricity suppliers registered as being responsible for their metering systems) to curtail their output or de-energise altogether. Issues like curtailment and local constraints, which currently exist in the UK, Ireland and Northern Europe or which may arise in the future, are outside the control of the Company and the affected SPVs and restrictions on an Asset's ability to export electricity could have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Risks relating to the durability and technical design of power plants***

Renewable energy power generation and transmission plants and facilities are technically highly complex and sensitive and the relevant technologies are also relatively new. There is only limited long-term experience with respect to durability of power plants. In some cases, there are few comparable systems worldwide that can be used to forecast the durability of the plants. Therefore, there is a risk that the power plants cannot be used over the entire forecast period for their intended use and/or fail to achieve or maintain the predicted efficiency. Additional costs may be incurred for maintenance, renewal or replacement of the power plants or their system components. In particular, there is a risk of damage or even destruction of the plants due to extreme weather conditions such as storms, hail, snow/ice, earthquakes and other geological risks, which are likely to occur increasingly in the future and may also occur in areas or regions that seem to have been unproblematic so far.

Furthermore, due to the geographical location of the sites of the plants, there may be increased corrosion or wear on system components which may result in additional maintenance costs or expenses. Such circumstances may adversely affect the performance of an Asset which may in turn have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Insurance risk and risk of uninsured loss or damage***

The Company has obtained and will continue to obtain insurance policies covering a variety of potential losses in relation to its Assets. These policies have and will continue to have exclusions and limits and are typically renewed annually. On renewal, the desired type or level of cover may be either uninsurable or insurable at such high rates that to maintain such coverage would cause a material adverse impact on the related Assets. For example, losses related to terrorism are becoming harder and more expensive to insure against. Many insurers are excluding terrorism coverage from their all-risk policies. In some cases, the insurers are offering significantly limited coverage against terrorist acts for additional premiums, which can greatly increase the total costs of casualty insurance for a property. As a result, not all Assets may be insured against terrorism.

The Company is also subject to the risk that these insurances may not be sufficient to cover all the losses and damages. In particular, geological conditions (such as floods) may cause damage to power facilities or even total loss of power plants.

If a major uninsured loss occurs, the Company could lose both invested capital in and anticipated profits from the affected Assets, which in turn may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Reduction in efficiency/degradation***

A deterioration of power plant efficiency may lead to lower electricity output. This factor plays a significant role in energy generation forecasting. There is a risk that the actual efficiency may deviate from the guaranteed efficiency (due to, for example, pollution, vegetation, snow or wear) thereby impairing the production output. If this risk materialises, the performance of the relevant Asset may already be affected which in turn may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Exposure to commodities prices***

The Company's portfolio of Assets is, and future acquisitions of Assets may be, subject to commodity price risk, including without limitation, the price of electricity and the price of fuel. The operation and cash flows of certain Assets depends, in substantial part, upon prevailing market prices for electricity and fuel, and particularly natural gas. Market prices may fluctuate naturally depending upon a wide variety of factors, including, without limitation, weather conditions, foreign and domestic market supply and demand, force majeure events, changes in law or regulatory regimes, price and availability of alternative fuels and energy sources, international political conditions including those in the Middle East and Ukraine, trade wars and actions of the Organisation of Petroleum Exporting Countries (and other oil and natural gas producing nations) and overall economic conditions.

***Counterparties could default on their contractual obligations or suffer an insolvency event***

The Company and SPVs have entered into and will continue to enter into agreements with certain counterparties for specific project-related activities including but not limited to EPC, EPCM and O&M services, asset management, and interconnections between the Assets and transmission or distribution networks. There can be no assurance that a counterparty will honour its obligations under the relevant contract. In order to mitigate this, the Company and SPVs have sought and will continue to seek extensive warranty and other protections from counterparties. Warranties and other protections may, however, be insufficient in covering risks in relation to the operation of the Assets, and the potential default of a counterparty, despite the best efforts of the Company or relevant SPV. For example, such warranties and/or other protections are typically subject to limitations in relation to the matters, amount and the time periods covered, such that there is no guarantee that such warranties and/or other protections will provide complete cover in all scenarios. If a counterparty fails to perform its obligations under an agreement, the Company or relevant SPV may be required to seek remedy from the relevant counterparty. There is a risk that the relevant contract may not provide sufficient remedy, or any remedy at all. Remedies may be limited by time or amount, such as by a contractual limit on the amount that may be claimed by way of liquidated damages, which may impact the value of the Company's portfolio of Assets and may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

Additionally, a contract may be terminated prior to the expiration of the relevant term due to an event of insolvency of the relevant counterparty. The Company and the Investment Manager seek to mitigate the Company's exposure to such risk through carrying out qualitative and quantitative due diligence on the creditworthiness of counterparties. Despite the steps taken by the Company and the Investment Manager, there is no assurance that any counterparty will make contractual payments or that the counterparty will not suffer an insolvency event during the term of the relevant agreement. The failure by a counterparty to pay the contractual payments or perform other contractual obligations or the early termination of the relevant contract due to the insolvency of a counterparty may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***The Company and SPVs, where relevant, may not be able to enter into or renew PPAs containing favourable terms with new or existing Offtakers***

The Investment Manager may, where relevant, be unable to negotiate or renegotiate favourable terms for the Company or an SPV while entering into a new PPA with a new Offtaker or upon renegotiating any renewal of the terms of an expired PPA or soon to expire PPA with an existing Offtaker. It may be the case that the Company or an SPV is unable to enter into a PPA at all in relation to its Asset.

Offtakers may be able to negotiate a lower price for the electricity under a new or extended PPA which would reduce the cash flow of the Company or SPV and consequently the returns of the Company. The term of a new or extended PPA may be significantly shorter than an existing PPA which may reduce the long-term profitability of an Asset. This may be caused by numerous factors, including: lower wholesale electricity prices; lack of depth in the market of Offtakers at a given time; increased competition within the energy industry; and the development of more efficient energy technologies.

Risks associated with the execution of future PPAs can also have an impact on the future debt structure of an SPV. If the Company or an SPV agrees to enter into PPAs with Offtakers on less favourable terms than is originally intended, this may have a material adverse effect on the Company's profitability, the Net Asset Value, the price of the Ordinary Shares.

***Payment obligations or early termination of PPAs by Offtakers may not adequately compensate the Company and SPVs***

Some PPAs may contain limited rights of termination, exercisable by the Offtaker, prior to the expiration of their term. Such terminations generally result in the obligation of the Offtaker to pay termination fees. Whilst the Company and the Investment Manager intend to include contractual rights that adequately compensate the Company and SPVs in the event of early termination of a PPA by an Offtaker, there is a risk that a replacement PPA can only be sourced at a lower price, reducing the Company's revenues. If no replacement PPA can be sourced, the Asset may need to explore other routes to market or may cease to be economically viable and the Company may elect

or be required to decommission the Asset. Such decommissioning cost may (taking into account decommissioning obligations entered into with landlords and/or planning authorities) exceed salvage value. In all of these cases, the early termination of a PPA by an Offtaker may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

***Environmental laws and regulations in the jurisdictions in which an Asset is located may have an impact on the Asset's activities***

A current or previous owner or operator of real property may be liable for non-compliance with applicable environmental and health and safety requirements and for the costs of investigation, monitoring, removal or remediation of hazardous materials. These laws often impose liability whether or not the owner or operator knew of, or was responsible for, the presence of hazardous materials. The presence of these hazardous materials on a property could also result in personal injury, property damage or similar claims by private parties.

It is also not possible to predict accurately the effects of future changes in such laws or regulations on an Asset's performance. There can be no assurance that environmental costs and liabilities will not be incurred in the future. In addition, environmental regulators may seek to impose injunctions or other sanctions on an Asset's operations that may have a material adverse effect on its financial condition.

To the extent that environmental liabilities arise in the future in relation to any sites owned or used by the Company or SPVs, the Company or relevant SPV may be required to contribute financially towards any such liabilities, and the level of such contribution may not be restricted by the value of the Asset. If any such financial contributions are required these may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

***Technology advancement risks***

A change could occur in the way a service or product is delivered making the existing technology of an Asset obsolete. The significant fixed costs involved in constructing assets in the renewable energy sector means that any technology change that occurs over the medium term could threaten the profitability of an Asset, in particular due to the financing projections that are dependent on an extended project life. If such a change were to occur, the relevant Asset would have very few alternative uses should they become obsolete and their values may be materially impaired or written off.

***Risks relating to the price of equipment***

The price of equipment in relation to an Asset is variable. Unexpected increases in the cost of equipment, particularly in projects with significant capital expenditure requirements, could have a material adverse effect on the Company's ability to source projects that meet its investment criteria and on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

***Decommissioning risks***

After completion of the operational phase, an Asset may be dismantled and the land restored to its original condition. There is limited information and experience with respect to the decommissioning and dismantling of power plants, facilities and/or infrastructures, especially for renewable energy. In addition, such dismantling, disposal and restoration may result in additional unforeseen costs to be borne by the Asset. In particular, delays in decommissioning the equipment, or damage caused to a third party's premises during such decommissioning may cause the Company or relevant SPV to incur liabilities that it may not be able to fully recover under the terms of any contract with the subcontractor that the Company or relevant SPV has appointed to decommission such equipment.

Any of the above risks may adversely impact the performance of the relevant Asset which in turn may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

***Risks relating to health and safety***

The physical location, construction, maintenance and operation of an Asset pose health and safety risks to those involved or in the vicinity of the Asset. Construction and maintenance of an Asset may result in bodily injury, industrial accidents, and even death. If an accident were to occur in

relation to one or more of the Company's Assets, the relevant SPV could be liable for damages or compensation to the extent such loss is not covered under existing insurance policies. Health and safety concerns and/or accidents could also result in the suspension (either temporary or long-term) of operations of an Asset which will reduce the revenue of the Company from that Asset. Liability for damages or compensation in relation to accidents and/or suspension of operations could have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Interest groups***

Assets and businesses can involve a significant impact on local communities and the surrounding environment. It is not uncommon for Assets to be exposed to a variety of legal risks including, but not limited to, legal action (with associated legal costs) from special interest groups. For example, interest groups may use legal processes to seek to impede particular projects to which they are opposed. Action taken by interest groups can impact the business activities, revenues and costs of an Asset which in turn may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

### ***Cyber risk***

There exists an increasing threat of cyber-attack in which an attacker may attempt to access the Company's website or its secure data, or the computer systems that relate to one of its Assets, including the Asset's operational IT functions, and attempt to either destroy, disturb or use this data for malicious purposes. While the Company thinks it unlikely that the Company or one of its Assets would be the deliberate target of a cyber-attack, there is a possibility that one or other could be targeted as part of a random or general act. If one or several Assets became the subject of a successful cyber-attack, to the extent any loss or disruption following from such attack would not be covered or mitigated by any of the Company's insurance policies, such loss or disruption could have an adverse effect on the performance of the affected Asset or Assets and consequently on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

## **5 RISKS RELATING TO THE AIFM AND THE INVESTMENT MANAGER**

### ***Reliance on the AIFM and the Investment Manager***

Investor returns will be dependent upon the Company successfully pursuing its investment policy. The success of the Company depends on the Investment Manager's ability to identify, acquire, manage and realise investments in accordance with the Company's investment objective. This, in turn, depends on the ability of the Investment Manager to apply its investment and asset management processes in a way which is capable of identifying suitable investments and asset management opportunities for the Company. There can be no assurance that the Investment Manager will be able to do so or that it will enable the Company to invest on attractive terms or generate any investment returns for Shareholders or avoid investment losses.

The performance of the Company depends on the ability of the AIFM and the Investment Manager to provide competent, attentive and efficient services to the Company. There can be no assurance that, over time, the AIFM and the Investment Manager will be able to provide such services or that the Company will be able to make investments on attractive terms or generate any investment returns for Shareholders or indeed avoid investment losses.

The Company depends on the diligence, skill, judgement and business contacts of the Investment Manager's investment professionals and the information and deal flow they generate and communicate to the Company during the normal course of their activities. The Company's future success depends on the continued service of key investment professionals at the Investment Manager, and the departure of any of these from the Investment Manager without adequate replacement may have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares. Accordingly, the ability of the Company to achieve its investment objective depends heavily on the experience of the Investment Manager's teams. As such, the Company may not achieve its investment objective.

The AIFM has delegated the performance of discretionary portfolio management services to the Investment Manager. If the Investment Manager ceases to provide portfolio management services to the Company, there can be no assurance that the Directors and the AIFM would be able to find a suitable replacement portfolio manager to manage the Company's portfolio of Assets and there can

be no assurance that such replacement(s) with the necessary skills and experience could be appointed on terms acceptable to the Company and the AIFM. In that event, the Directors would have to formulate and put forward to Shareholders proposals for the future of the Company, which may include a merger with another investment company, reconstruction or winding up.

***The resources of the Investment Manager are not solely dedicated to activities in which the Company is engaged and the Investment Manager allocates resources to activities in which the Company is not engaged, which might have a negative impact on the Company's ability to achieve its investment objective***

The Investment Manager is not required to commit all of its resources (or ensure continuity of any of its resources or that any of its resources are solely dedicated) to the Company's affairs and allocates its resources to other business activities. Insofar as the Investment Manager devotes resources to its responsibilities in relation to other business interests, its ability to devote resources and attention to the Company's affairs is limited. This could adversely affect the Company's ability to achieve its investment objective, which could have a material adverse effect on the Group's profitability, the Net Asset Value and the price of the Ordinary Shares.

***The Investment Manager provides services to other clients which could compete directly or indirectly with the activities of the Company and may be subject to conflicts of interest in respect of its activities on behalf of the Company***

The Investment Manager manages other Downing Managed Funds pursuing similar investment strategies to that of the Company and which may be in competition with the Company. The Company has and it is expected that the Company will in the future enter into transactions with other Downing Managed Funds as a counterparty when acquiring, co-investing, or, if the opportunity arises, disposing of certain Assets. The Investment Manager may have rendered certain services such as origination, management or other services for the benefit of previous and/or existing Downing Managed Funds which held or hold an interest in an Asset targeted by the Company and in return the Investment Manager may have received fees for such services. As a result, the Investment Manager might be subject to a conflict of interest resulting from their previous involvement in relation to such Asset.

Other Downing Managed Funds invest in assets which may be in competition with those invested in by the Company for customers, power capacity or financing opportunities. Any one of these factors may on occasion give rise to conflicts of interest which the Investment Manager will manage in accordance with their policies and procedures relating to conflicts of interest.

The Company may also be in competition with other Downing Managed Funds for Assets. In relation to the allocation of investment opportunities, the Investment Manager will follow the Allocation Policy to seek to ensure appropriate allocations between the Company and other Downing Managed Funds. Notwithstanding such policies, it cannot be assured that such conflict of interests will always be resolved in a manner that Shareholders perceive to be in their best interest, particularly where the Investment Manager needs to balance divergent interests of the Company, other Downing Managed Funds and of the Downing Group generally. In seeking to manage such conflicts and adhering to the Allocation Policy, the Investment Manager will not offer the Company the opportunity to invest in all Assets that fall within the Company's investment policy, which could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

## **6 RISKS RELATING TO REGULATION, TAXATION AND THE COMPANY'S OPERATING ENVIRONMENT**

***Changes in laws or regulations governing the Company, the AIFM or the Investment Manager and their respective businesses may adversely affect the business and performance of the Company***

The Company, the AIFM and the Investment Manager are subject to laws and regulations enacted by national and local governments.

The Company is required to comply with certain legal and regulatory requirements that are applicable to UK investment trusts and investment companies whose shares are admitted to trading on the premium segment of the London Stock Exchange's Main Market. The AIFM and the Investment Manager are subject to, and are required to comply with, certain regulatory requirements

set out in UK domestic legislation, rules and regulation, many of which could directly or indirectly affect the management of the Company.

The laws and regulations affecting the Company, the AIFM and the Investment Manager may change and any changes in such laws and regulations may have a material adverse effect on the ability of the Company, the AIFM and the Investment Manager to carry on their respective businesses. Any such changes could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

### ***Regulatory risk and the risk of contracting with government authorities***

Certain of the Company's Assets are subject to substantial regulation by governmental agencies. In addition, their operations may often rely on governmental licenses, concessions, leases or contracts that are generally very complex and may result in disputes over interpretation or enforceability. If the Company or the SPVs fail to comply with these regulations or contractual obligations, they could be subject to monetary penalties or they may lose their rights to operate the underlying assets, or both.

Where the ability to operate an Asset is subject to a concession or lease from the government, the concession or lease may restrict their ability to operate the Asset in a way that maximises cashflows and profitability. The lease or concession may also contain clauses more favourable to the government counterparty than a typical commercial contract. For instance, the lease or concession may enable the government to terminate the lease or concession in certain circumstances (such as default by the Company or an SPV) without requiring the government counterparty to pay adequate compensation.

In addition, government counterparties may have the discretion to change or increase regulation of the operations of the Assets or to implement laws, regulations or policies affecting their operations, separate from any contractual rights that the government counterparties may have. Governments have considerable discretion in implementing regulations and policies that could impact the Assets and may be influenced by political considerations and make decisions that adversely affect Assets and their operations. Activities not currently regulated may in future be regulated.

The relevant governmental agencies or joint venture partners may also impose conditions of ongoing ownership or equivalent restrictions on the Company in respect of the underlying Assets. This may include a requirement that such Assets remain under ownership of the Company or managed by the Investment Manager (and/or its Associates). Accordingly, removal of the Investment Manager may have material adverse consequences on the continuing ownership and operation of such assets by the Company.

There is a risk that if regulations are amended or imposed, and/or contracts or other arrangements with governmental authorities are amended, legally deficient or unenforceable, the returns of the Assets may be affected. As a result, this may have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares

### ***Regulation of renewable energy***

The renewable energy sector is the subject of intense and sometimes rapidly changing regulation in many jurisdictions. Therefore, the Company is exposed to the risk that the competent authorities may pass legislation that might hinder or invalidate rights under existing contracts as well as hinder or impair the obtaining of the necessary permits or licenses necessary for Assets in the construction phase. Furthermore, the relevant licenses and permits may be adversely altered, revoked or, in the case of their expirations, not be extended by the relevant authorities. These actions and any litigation undertaken by the Company in response, could have a material adverse effect on the Company's profitability, the Net Asset Value and the price of the Ordinary Shares.

### ***Risk of reliance on government subsidies and incentives***

Part of the Company's portfolio of Assets from time to time is likely to be (and as at the date of this Registration Document is) subject to government subsidies and incentives. Many countries have provided incentives in the form of feed-in tariffs and other incentives to power plant owners, distributors and system integrators in order to promote the use of renewable energy. Many of these government incentives expire, phase out over time, terminate upon the exhaustion of the allocated funding, require renewal by the applicable authority or will be amended by governments due to

changing market circumstances (such as market price fluctuations or the oversupply of produced electricity) or changes to national, state or local energy policy.

The Company invests in Assets that operate in countries where no such incentives are currently available. In such case, the economic success of an Asset depends largely on market conditions and offtake arrangements and is subject to risks which may result in decreased revenue thereby adversely affecting the performance of the relevant Asset which may in turn have a material adverse effect on the Company's profitability, Net Asset Value and the price of the Ordinary Shares.

***A change in the Company's tax status or in taxation legislation affecting the Company, the SPVs or the Assets could adversely affect the Company's profits and portfolio value and/or returns to Shareholders***

Acquiring Assets in overseas jurisdictions means the Company's business will be subject to risks typical of an international business including tax structures different to that in the UK. Any change in the Company's tax status or in taxation legislation or practice in the UK or any other tax jurisdiction, including in particular the jurisdictions in or through which the Company's investments are made, and any applicable tax treaties could affect the value of the investments held and post-tax returns received by the Company (or otherwise affect the financial prospects of the Company), affect the Company's ability to achieve its investment objective, alter the post-tax returns for Shareholders and affect the tax treatment for Shareholders of their investments in the Company (including rates of tax and availability of reliefs). In the event that the Company and/or SPVs becomes liable to withholding taxes, the effect will generally be to reduce post-tax returns for Shareholders (except where full credit for the tax withheld is obtained).

Statements in this Registration Document concerning taxation of the Company or prospective investors are based upon current law and practice, each of which is, in principle, subject to change. If you are in any doubt as to your tax position or the tax effects of an investment in the Company, you should consult your own professional adviser without delay.

***The Group may be subject to certain epidemic-related risks, such as the coronavirus (COVID-19)***

The operation, maintenance and performance of Assets in which the Company invests, or acquires in the future, may be affected by the impact on the global economy and businesses that COVID-19 (or another pandemic or epidemic) is currently having or may have in the future. It is possible, for example, that the production and supply of equipment necessary in the construction or maintenance of renewable energy and infrastructure assets could be delayed or could only be available at an increased cost, as competition and lack of availability drives prices up. In addition, EPC, EPCM and O&M contractors or any other contractor, developer or service provider used by the Company or an SPV in connection with the operation and maintenance of an Asset could be materially adversely affected as a result of a prolonged and significant continued outbreak of COVID-19, such as through restrictions on availability of the workforce of that entity or any subcontractor employed by that entity. Furthermore, the business of counterparties (on whom the Company and SPVs relies to make payments in a timely manner) could suffer a downturn throughout a prolonged and significant outbreak of COVID-19, which may result in the counterparty being unable to satisfy its payment obligations in a timely manner or at all, or affect the Company's ability to secure new contractors for Assets undergoing expansion. The slowdown in economic activity caused by lockdowns to mitigate the spread of COVID-19 resulted in reduced electricity prices in the UK and such episodes could recur. Global capital markets have suffered downturns and volatility as COVID-19 continues to have sustained impact on business across the world. Such volatility and downturns could have an impact on the liquidity of the Ordinary Shares. Risks relating to COVID-19 and future pandemics may become more expensive or impossible to insure against. Investors should be aware that if any of the global impacts of COVID19 continue for a sustained period of time, and should any of the risks identified above materialise, it could have a material adverse effect on the performance of the Company's profitability, Net Asset Value and price of the Ordinary Shares.

***Investment trust status***

It is the intention of the Directors to conduct the affairs of the Company so that the Company satisfies and continues to satisfy the conditions under sections 1158 to 1159 of the CTA 2010 and ongoing requirements under the Investment Trust (Approved Company) (Tax) Regulations 2011 for it to be approved by HMRC as an investment trust. In respect of each period for which the Company is an approved investment trust, the Company will be exempt from UK corporation tax on its

chargeable gains and capital profits arising from its investments in loan relationships. The Company will also have access to an optional interest “streaming” regime which enables it to deduct from its taxable interest income the amount of dividend distributions to Shareholders that have been notionally designated as interest distributions. There is a risk that the Company fails to maintain its status as an investment trust. In such circumstances, the Company would be subject to the normal rates of corporation tax on chargeable gains and capital profits arising on the transfer or disposal of investments and other assets, and on interest income which could adversely affect the Company’s financial performance, its ability to provide returns to its Shareholders or the post-tax returns received by its Shareholders. In addition, it is not possible to guarantee that the Company will remain a non-close company, which is a requirement to maintain investment trust status, as the Ordinary Shares are freely transferable. The Company, in the unlikely event that it becomes aware that it is a close company, or otherwise fails to meet the criteria for maintaining investment trust status, will, as soon as reasonably practicable, notify Shareholders of this fact.

***The Company has not been and will not be registered as an investment company under the U.S. Investment Company Act***

The Company is not, and does not intend to become, registered as an investment company under the U.S. Investment Company Act and related rules and regulations. The U.S. Investment Company Act provides certain protections to investors and imposes certain restrictions on companies that are registered as investment companies. As the Company is not so registered and does not plan to register, none of these protections or restrictions is or will be applicable to the Company. In addition, to avoid being required to register as an investment company under the U.S. Investment Company Act, the Board may, under the Articles and subject to certain conditions, compulsorily require the transfer of Ordinary Shares held by a person to whom the sale or transfer of Ordinary Shares may cause the Company to be classified as an investment company under the U.S. Investment Company Act.

***The assets of the Company could be deemed to be “plan assets” that are subject to the requirements of ERISA or section 4975 of the U.S. Tax Code, which could restrain the Company from making certain investments, and result in excise taxes and liabilities***

Under the current United States Plan Asset Regulations, if interests held by Benefit Plan Investors are deemed to be “significant” within the meaning of the Plan Asset Regulations (broadly, if Benefit Plan Investors hold 25% greater of any class of equity interest in the Company) then the assets of the Company may be deemed to be “plan assets” within the meaning of the Plan Asset Regulations. There can be no assurance that Benefit Plan Investors will never acquire Ordinary Shares or that, if they do, the ownership of all Benefit Plan Investors will be below the 25% threshold discussed above or that the Company’s assets will not otherwise constitute “plan assets” under the Plan Asset Regulations. If the Company’s assets were deemed to constitute “plan assets” within the meaning of the Plan Asset Regulations, certain transactions that the Company might enter into in the ordinary course of business and operation might constitute non-exempt prohibited transactions under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) or the U.S. Tax Code, resulting in excise taxes or other liabilities under ERISA or the U.S. Tax Code. In addition, any fiduciary of a Benefit Plan Investor or an employee benefit plan subject to Similar Law that is responsible for the benefit plan’s investment in the Ordinary Shares could be liable for any ERISA violations or violations of such Similar Law relating to the Company.

## IMPORTANT INFORMATION

### GENERAL

This Registration Document should be read in its entirety, along with the Summary and the Securities Note and any Future Summary and Future Securities Note, any supplement to the Registration Document and any supplementary prospectus published by the Company, prior to Admission of the relevant Ordinary Shares, before making any application for Ordinary Shares.

Prospective investors should rely only on the information contained in this Registration Document together with the Securities Note and the Summary and any Future Summary and Future Securities Note and any supplement to the Registration Document and any supplementary prospectus published by the Company prior to the Final Closing Date. No person has been authorised by the Company to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Ordinary Shares other than those contained in the Prospectus and any such supplementary prospectus and, if issued, given or made, such advertisement, information or representation must not be relied upon as having been authorised by the Company, the Investment Manager, Singer or Winterflood or any of their respective affiliates, officers, directors, members, employees or agents. Without prejudice to the Company's obligations under the UK Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the Disclosure Guidance and Transparency Rules, and the UK MAR, neither the delivery of the Prospectus nor any subscription for or purchase of Ordinary Shares made pursuant to the Initial Issue or any Subsequent Issue, under any circumstances, creates any implication that there has been no change in the affairs of the Company since, or that the information contained in the Prospectus is correct at any time subsequent to, the date of the Prospectus.

Apart from the responsibilities and liabilities, if any, which may be imposed on Singer or Winterflood by FSMA or the regulatory regime established thereunder, or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Singer, Winterflood nor any person affiliated with either of them makes any representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the contents of the Prospectus or any supplementary prospectus published by the Company prior to the Final Closing Date, including its accuracy, completeness or verification, or for any other statement made or purported to be made by it or on its behalf or on behalf of the Company or any other person in connection with the Company, the Ordinary Shares, the Initial Issue, any Subsequent Issue or any Admission. Each of Singer and Winterflood (together with its respective affiliates) accordingly, to the fullest extent permitted by law, disclaims all and any liability whether arising in tort, contract or otherwise which it might otherwise have in respect of the Prospectus or any such supplementary prospectus or any other statement.

All Shareholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the provisions of the Company's memorandum of association and the Articles which investors should review. A summary of the Articles is contained in paragraph 4 of Part 7 of this Registration Document under the section headed "*The Articles*".

### PRESENTATION OF FINANCIAL INFORMATION

Certain financial and statistical information contained in this Registration Document has been rounded to the nearest whole number or the nearest decimal place. Therefore, the actual arithmetic total of the numbers in a column or row in a certain table may not conform exactly to the total figure given for that column or row. In addition, certain percentages presented in the tables in this Registration Document reflect calculations based upon the underlying information prior to rounding, and, accordingly, may not conform exactly to the percentages that would be derived if the relevant calculations were based upon the rounded numbers.

### PRESENTATION OF MARKET AND OTHER DATA

Market and economic data used throughout this Registration Document is sourced from various independent sources. The Company and the Directors confirm that such data has been accurately reproduced and, so far as they are aware and are able to ascertain from information published from such sources, no facts have been omitted which would render the reproduced information inaccurate or misleading.

## **CURRENCY PRESENTATION**

Unless otherwise indicated, all references in this Registration Document to “£”, “pence” or “GBP” are to the lawful currency of the UK and all references in this Registration Document to “Euro” or “€” are to the lawful currency of the EU.

## **REFERENCE TO CREDIT RATINGS (CREDIT RATING AGENCIES (AMENDMENT ETC.) (EU EXIT) REGULATIONS 2019 (“UK CRA REGULATIONS”))**

The credit rating agencies providing ratings to securities referred to in this Registration Document (if any) are each established in the UK and registered by the FCA under the UK CRA Regulations (as amended). As such, each such credit rating agency is included in the list of credit rating agencies published by the FCA on its website in accordance with the UK CRA Regulations.

## **DEFINITIONS**

A list of defined terms used in this Registration Document is set out in Part 8 (Glossary of Terms) and Part 9 (Definitions).

## **WEBSITES**

Without limitation, neither the contents of the Company’s, the AIFM’s or the Investment Manager’s website (or any other website) nor the content of any website accessible from hyperlinks on the Company’s, the AIFM’s or the Investment Manager’s website (or any other website) is incorporated into, or forms part of this Registration Document, or has been approved by the FCA.

## **GOVERNING LAW**

Unless otherwise stated, statements made in this Registration Document are based on the law and practice currently in force in England and Wales as at the date of the Registration Document and are subject to changes therein.

## **FORWARD LOOKING STATEMENTS**

This Registration Document contains forward looking statements, including, without limitation, statements containing the words “believes”, “estimates”, “anticipates”, “expects”, “intends”, “may”, “might”, “will” or “should” or, in each case, their negative or other variations or similar expressions. Such forward looking statements involve unknown risks, uncertainties and other factors which may cause the actual results, financial condition, performance or achievement of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward looking statements. These forward looking statements speak only as at the date of this Registration Document. Subject to its legal and regulatory obligations (including under the Prospectus Regulation Rules), the Company expressly disclaims any obligations to update or revise any forward looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based unless required to do so by law or any appropriate regulatory authority, including FSMA, the Listing Rules, the UK Prospectus Regulation, the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules, and UK MAR.

Nothing in the preceding two paragraphs should be taken as limiting the working capital statement in paragraph 5 of Part 7 of the Securities Note.

## DIRECTORS, MANAGEMENT AND ADVISERS

<b>Directors (all non-executive)</b>	Hugh W M Little ( <i>Chair</i> ) Joanna de Montgros Ashley Paxton  all of the registered office below:
<b>Registered Office</b>	Beaufort House 51 New North Road Exeter EX4 4EP
<b>AIFM and Administrator</b>	Gallium Fund Solutions Limited Gallium House Unit 2 Station Court Borough Green Sevenoaks Kent TN15 8AD
<b>Investment Manager</b>	Downing LLP 6th Floor St. Magnus House 3 Lower Thames Street London EC3R 6HD
<b>Sponsor, Financial Adviser and Intermediaries Offer Adviser</b>	Singer Capital Markets Advisory LLP 1 Bartholomew Lane London EC2N 2AX
<b>Joint Bookrunner</b>	Singer Capital Markets Securities Limited 1 Bartholomew Lane London EC2N 2AX
<b>Joint Bookrunner</b>	Winterflood Securities Limited Cannon Bridge House 25 Dowgate Hill London EC4R 2GA
<b>Company Secretary</b>	Link Company Matters Limited 10 <sup>th</sup> Floor Central Square 29 Wellington Street Leeds LS1 4DL
<b>Solicitors to the Company</b>	Gowling WLG (UK) LLP 4 More London Riverside London SE1 2AU
<b>Solicitors to the Sponsor, Financial Adviser, Bookrunner and Intermediaries Offer Adviser</b>	Norton Rose Fulbright LLP 3 More London Riverside London SE1 2AQ

<b>Directors (all non-executive)</b>	Hugh W M Little ( <i>Chair</i> ) Joanna de Montgros Ashley Paxton
<b>Registrar</b>	Link Group 10 <sup>th</sup> Floor Central Square 29 Wellington Street Leeds LS1 4DL
<b>Receiving Agent</b>	Link Group Corporate Actions 10 <sup>th</sup> Floor Central Square 29 Wellington Street Leeds LS1 4DL
<b>Depository</b>	Gallium P E Depository Limited Gallium House Unit 2 Station Court Borough Green Sevenoaks Kent TN15 8AD
<b>Reporting Accountant</b>	BDO LLP 55 Baker Street London W1U 7EU
<b>Auditor</b>	BDO LLP 55 Baker Street London W1U 7EU

## PART 1

### INVESTMENT HIGHLIGHTS

#### **Diversified investment strategy investing in Assets in the UK, Ireland and Northern Europe**

- The Company has placed diversification by Technology, geography, Project Stage and revenue type at the heart of its investment strategy.
- The Investment Manager believes that diversification by Technology should reduce dependency on a single renewable energy resource and should reduce seasonal variability of revenues, while diversification by geography should further enhance the consistency and stability of revenues. Diversification by Project Stage allows the Company to target higher NAV growth by also investing in higher returning Assets that are in-construction or are construction-ready.
- As at the date of this Registration Document, the Company's portfolio comprises 38 Assets of which 19 are hydropower plants, 13 are ground mount solar projects, 5 are rooftop solar portfolios and 1 is a wind project (containing 20 wind turbines). All sites are operational and have an aggregate total capacity of 179MW and an annual forecast generation of 372GWh. As at 31 March 2022, the Gross Asset Value was £253 million.
- One of the focuses of the Company's investment strategy is hydropower plants, which is a key differentiator for the Company. The Company has established a sizeable platform of hydropower assets, originating from the acquisition of eight hydropower plants in February 2021, and as at the date of this Registration Document, the portfolio consists of 19 hydropower plants. As a result, the Company has been able to pursue acquisitions of individual or smaller portfolios of hydropower plants, which can have fewer potential buyers and at times can be conducted exclusively or bilaterally. The Company is also able to take advantage of its size and capital structure, including its debt arrangements, which other, smaller competing bidders may not be able to match. Consequently, it is expected that the acquisition prices paid for smaller transactions will often be accretive to the Company's overall portfolio of Assets.

#### **Increased target dividend guidance in respect of the financial year to 31 December 2022 and covered dividend in respect of the financial period to 31 December 2021<sup>1</sup>**

- The Company currently targets quarterly dividends totalling 5 pence in respect of the 12 months ending 31 December 2022.
- The Company paid dividends in respect of the first financial period from incorporation (being 8 October 2020) to 31 December 2021 of 3.5 pence per Ordinary Share, exceeding the guidance stated prior to IPO of 3 pence per Ordinary Share as a result of the rapid deployment of the IPO proceeds and the strong operational performance of the Swedish hydropower and UK solar portfolios acquired in February 2021 and March 2021 respectively.
- The Company achieved a cash dividend cover of 1.21x for the dividends paid during the first financial period from incorporation (being 8 October 2020) to 31 December 2021. Dividend cover is presented excluding dividends paid in respect of new Ordinary Shares issued in the October 2021 placing. If these are included, the dividend cover would be 1.14x.
- The Company adopts a progressive dividend policy taking into consideration the prevailing inflationary environment. Given the nature of the Company's income streams, the Board expects that this will result in increases to the dividend in the medium term.

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<sup>1</sup> The dividend targets and NAV total return targets stated in this Part 1 (*Investment Highlights*) are targets only and not profit forecasts. There can be no assurance that these targets will be met, or that the Company will make any distributions at all and they should not be taken as an indication of the Company's expected future results. The Company's actual returns will depend upon a number of factors, including but not limited to, the Company's net income and the level of ongoing charges. Accordingly, potential investors should not place any reliance on these targets in deciding whether or not to invest in the Company and should decide for themselves whether or not the target dividend and target NAV total return are reasonable or achievable. Investors should note that references to "dividends" and "distributions" are intended to cover both dividend distributions and distributions which are designated as an interest distribution for UK tax purposes and therefore subject to the interest streaming regime applicable to investment trusts.

## **NAV total return of 16% since IPO to 31 March 2022<sup>2</sup>**

- The Company's target NAV total return is 6.5% to 7.5% per annum over the medium to long term.<sup>3</sup>
- As at 31 March 2022, the unaudited Net Asset Value of the Company was £150.9 million representing an unaudited Net Asset Value per Ordinary Share of 110.1 pence.
- In the period from IPO Admission to 31 March 2022, the NAV total return was 16%<sup>2</sup>. Key drivers of NAV total return since IPO have been the operational performance of the Company's portfolio of Assets, increases in forecast future power prices and the impact of certain accretive acquisitions.

## **The Company's core sustainable investment objective is to accelerate the transition to net zero through its investments, compiling and operating a diversified portfolio of renewable energy and infrastructure assets**

- The Company is an impact fund, falling under Article 9 of the European Union's Sustainable Finance Disclosure Regulation ("SFDR"), with a core sustainable investment objective to accelerate the transition to net zero through its investments, compiling and operating a diversified portfolio of renewable energy and infrastructure assets to help facilitate the transition to a more sustainable future. This directly contributes to climate change mitigation.
- The Company has been awarded the London Stock Exchange's Green Economy Mark and its ESG framework aims to provide investors with attractive and sustainable income returns while contributing to the successful transition to a net zero carbon economy – with the aim of creating a cleaner, greener future.
- The Investment Manager is a responsible investor which is contextualised by two key commitments, that the Investment Manager is a signatory to the Principles for Responsible Investment and the Financial Reporting Council's UK Stewardship Code. Both commitments share in common the Investment Manager's integration of ESG factors in its investment process, from pre-deal screening through to active asset management and the principle of active ownership.

## **Experienced investment management team and proactive asset management**

- Since 2010, the Investment Manager has made investment into 176 core renewable assets and currently manages c.7,400 installations across six Technologies.
- The Investment Manager has a team of over 40 investment, asset management and project development and delivery specialists who focus exclusively on energy and infrastructure transactions and who are supported by additional business operations, IT systems specialists, legal, HR and regulatory and compliance professionals.
- Active asset management is fundamental to the Company's investment strategy. The Investment Manager's dedicated in-house asset management team of 21 focuses on maximising asset value throughout the life of an investment. The asset management team contains energy markets specialists, data analysts, regulatory experts, construction and engineering technicians, accountants and financial and operational reporting professionals.
- The Board believes that the Investment Manager's proactive approach to asset management is a key strength. The Investment Manager's in-house asset management team uses a real-time reporting system to drive a data-led approach to monitoring and overseeing investments. As a result, time and expertise can be focused on optimising performance to create and protect value.

<sup>2</sup> Total return calculated on the 98 pence per Ordinary Share net proceeds of the IPO, the NAV as at 31 March 2022 and dividends paid to 31 March 2022.

<sup>3</sup> The dividend targets and NAV total return targets stated in this Part 1 (*Investment Highlights*) are targets only and not profit forecasts. There can be no assurance that these targets will be met, or that the Company will make any distributions at all and they should not be taken as an indication of the Company's expected future results. The Company's actual returns will depend upon a number of factors, including but not limited to, the Company's net income and the level of ongoing charges. Accordingly, potential investors should not place any reliance on these targets in deciding whether or not to invest in the Company and should decide for themselves whether or not the target dividend and target NAV total return are reasonable or achievable. Investors should note that references to "dividends" and "distributions" are intended to cover both dividend distributions and distributions which are designated as an interest distribution for UK tax purposes and therefore subject to the interest streaming regime applicable to investment trusts.

**Diversified pipeline**

- As at the date of this Registration Document, the Investment Manager has identified a number of Pipeline Assets with an aggregate equity value in excess of £4 billion, across five countries and six Technologies. The Investment Manager is in bilateral and/or exclusive discussions in relation to near-term Pipeline Assets with a total equity value in excess of £200 million.

## PART 2

### INFORMATION ON THE COMPANY

#### 1 INTRODUCTION

Downing Renewables & Infrastructure Trust plc was incorporated on 8 October 2020 as a public company limited by shares. The Company carries on its business as an investment trust within the meaning of section 1158 of the CTA 2010. The Company's Ordinary Shares are admitted to the premium segment of the Official List and are traded on the premium segment of the London Stock Exchange's main market.

The Company's current investment objective is to provide investors with an attractive and sustainable level of income returns, with an element of capital growth, by investing in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe.

The Company has determined that it should be classified as an Article 9 product under SFDR. Accordingly, the Company is an impact fund with a core sustainable investment objective to accelerate the transition to net zero through its investments, compiling and operating a diversified portfolio of renewable energy and infrastructure assets to help facilitate the transition to a more sustainable future.

The Company has an independent board of non-executive directors and has appointed Gallium Fund Solutions Limited as the Company's alternative investment fund manager to provide portfolio and risk management services to the Company. The AIFM has delegated the provision of portfolio management services to Downing LLP.

#### 2 INVESTMENT OBJECTIVE AND POLICY

**Potential investors should note that the below reflects the revised investment policy proposed to be adopted at the General Meeting. Should the revised investment policy not be approved, the Company will continue to pursue its existing investment policy. A blacklined version of the investment objective and the investment policy, showing the proposed changes, is set out in the Appendix of this Registration Document.**

##### ***Investment Objective***

The Company's investment objective is to provide investors with an attractive and sustainable level of income, with an element of capital growth, by investing in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe.

##### ***Investment Policy***

The Company seeks to achieve its investment objective through investment in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe, comprising (i) predominantly assets which generate electricity from renewable energy sources; and (ii) other infrastructure assets and investments in businesses whose principal revenues are not derived from the generation and sale of electricity on the wholesale electricity markets ("**Other Infrastructure**") (together "**Assets**" and each project being an "**Asset**"). Assets may be operational, in construction or construction-ready, at the time of purchase. In-construction or construction-ready Assets are assets which have in place the required grid access rights, land consents, planning, permitting and regulatory consents in order to commence construction. For the avoidance of doubt, the Company does not acquire or fund Assets that are at an earlier stage of development than construction-ready.

The Company invests in a portfolio of Assets that is diversified by: (i) the principal technology utilised to generate energy from renewable sources, for example solar photovoltaic, wind, hydro-electric or geothermal ("**Technology**"); (ii) geography; and (iii) the stage of development of a project, being one of operational, construction-ready or in-construction (each a "**Project Stage**").

Whilst the Company intends primarily to take controlling interests, it may acquire a mix of controlling and non-controlling interests in Assets and the Company may use a range of investment instruments in the pursuit of its investment objective, including but not limited to equity and debt investments.

In circumstances where the Company does not hold a controlling interest in the relevant investment, the Company will seek to secure its shareholder rights through contractual and other arrangements, *inter alia*, to ensure that the Asset is operated and managed in a manner that is consistent with the Company's investment policy.

#### *Investment Restrictions*

The Company will observe the following restrictions when making investments:

- the Company may invest no more than 60% of Gross Asset Value in Assets located in the UK, save that until the Net Asset Value of the Company first exceeds £300 million, the Company may invest no more than 75% of Gross Asset Value in Assets located in the UK;
- the Company may invest no more than 60% of Gross Asset Value in Assets located in Ireland and Northern Europe (combined), save that until the Net Asset Value of the Company first exceeds £300 million, the Company may invest no more than 75% of Gross Asset Value in Assets located in Ireland and Northern Europe (combined);
- the Company may invest no more than 50% of Gross Asset Value in any single Technology, save that until the Net Asset Value of the Company first exceeds £300 million, the Company may invest no more than 60% of Gross Asset Value in any single Technology;
- the Company may invest no more than 25% of Gross Asset Value in Other Infrastructure;
- the Company may invest no more than 35% of Gross Asset Value in Assets that are in construction or construction-ready;
- the Company may invest no more than 30% of Gross Asset Value in any one single Asset, and the Company's investment in any other single Asset shall not exceed 25% of Gross Asset Value;
- at the time of an investment or entry into an agreement with an Offtaker, the aggregate value of the Company's investments in Assets under contract to any single Offtaker will not exceed 40% of Gross Asset Value;
- no more than 25% of Gross Asset Value will be invested in Assets in relation to which the Company does not have a controlling interest;
- no investments will be made in companies which generate electricity through the combustion of fossil fuels or derive a significant portion of their revenues from the use or sale of fossil fuels unless the purpose of the investment is to transition those companies away from the use of fossil fuels and toward sustainable sources;
- the Company's portfolio will comprise no fewer than six Assets; and
- the Company will not invest in other UK listed closed-ended investment companies.

Compliance with the above restrictions will be measured at the time of investment and non-compliance resulting from changes in the price or value of the Assets following investment will not be considered as a breach of the investment restrictions.

The Company will hold its investments through one or more SPVs and the investment restrictions will be applied on a look-through basis to the Asset owning SPV.

#### *Borrowing Policy*

Long-term limited recourse debt at the SPV level may be used to facilitate the acquisition, refinancing or construction of Assets. Where utilised, the Company will seek to adopt a prudent approach to financial leverage with the aim that each Asset will be financed appropriately for the nature of the underlying cashflows and their expected volatility. Total long-term structural debt will not exceed 50% of the prevailing Gross Asset Value at the time of drawing down (or acquiring) such debt.

In addition, the Company and/or its subsidiaries may make use of short-term debt, such as a revolving credit facility, to assist with the acquisition of suitable opportunities as and when they become available. Such short-term debt will be subject to a separate gearing limit so as not to exceed 20% of the prevailing Gross Asset Value at the time of drawing down (or acquiring) any such short-term debt.

The Company may employ gearing at the level of an SPV, any intermediate subsidiary of the Company or the Company itself, and the limits on total long-term structural debt and short-term debt shall apply on a consolidated basis across the Company, the SPVs and any such intermediate holding entities (disregarding for this purpose any intra-Group debt (i.e. borrowings and debt instruments between members of the Group)).

In circumstances where these aforementioned limits are exceeded as a result of gearing of one or more Assets in which the Company has a non-controlling interest, the borrowing restrictions will not be deemed to be breached. However, in such circumstances, the matter will be brought to the attention of the Board who will determine the appropriate course of action.

For general purposes the Company defines "Gross Asset Value" as the aggregate of: (i) the fair value of the Group's underlying investments (whether or not subsidiaries), valued on a discounted cash flow basis as described in the International Private Equity and Venture Capital Valuation Guidelines (latest edition December 2018); (ii) the Group's proportionate share of the cash balances and cash equivalents of Group companies and non-subsidiary companies in which the Group holds an interest; and (iii) the Group's proportionate share of other relevant assets or liabilities of the Group valued at fair value (other than third party borrowings) to the extent not included in (i) or (ii) above. For the purposes of the investment policy only, the definition of Gross Asset Value is adjusted such that the Group's proportionate share of the cash balances and cash equivalents of Group companies and non-subsidiary companies in which the Group holds an interest are multiplied by two to reflect the gearing that the Group could obtain upon investment of such balances.

#### *Currency and Hedging Policy*

The Company adopts a structured risk management approach in seeking to deliver stable cash flows and dividend yield.

This may include entering into hedging transactions for the purpose of efficient portfolio management. This could include:

- foreign currency hedging on a portion of equity distributions and net asset value(s);
- foreign currency hedging on construction budgets;
- interest and/or inflation rate hedging through swaps or other market instruments and/or derivative transactions; and
- power and commodity price hedging through power purchase arrangements or other market instruments and/or derivative transactions.

Any such transactions are not undertaken for speculative purposes.

#### *Cash Management*

The Company may hold cash on deposit and may invest in cash equivalent investments, which may include short-term investments in money market type funds ("**Cash and Cash Equivalents**").

There is no restriction on the amount of Cash and Cash Equivalents that the Company may hold and there may be times when it is appropriate for the Company to have a significant Cash and Cash Equivalents position.

#### *Holding and Exit Strategy*

It is intended that Assets will be held for the long-term. However, if an attractive offer is received or likely to be available, consideration will be given to the sale of the relevant Asset and reinvestment of the proceeds.

#### *Changes to and Compliance with the Investment Policy*

Any material change to the Company's investment policy set out above will require the approval of Shareholders by way of an ordinary resolution at a general meeting and the approval of the FCA.

In the event of a breach of the investment guidelines and the investment restrictions set out above, the AIFM shall inform the Board upon becoming aware of the same and if the Board considers the breach to be material, notification will be made to a Regulatory Information Service.

### 3 INVESTMENT OPPORTUNITY

The Directors believe that an investment in the Company offers the following attractive characteristics.

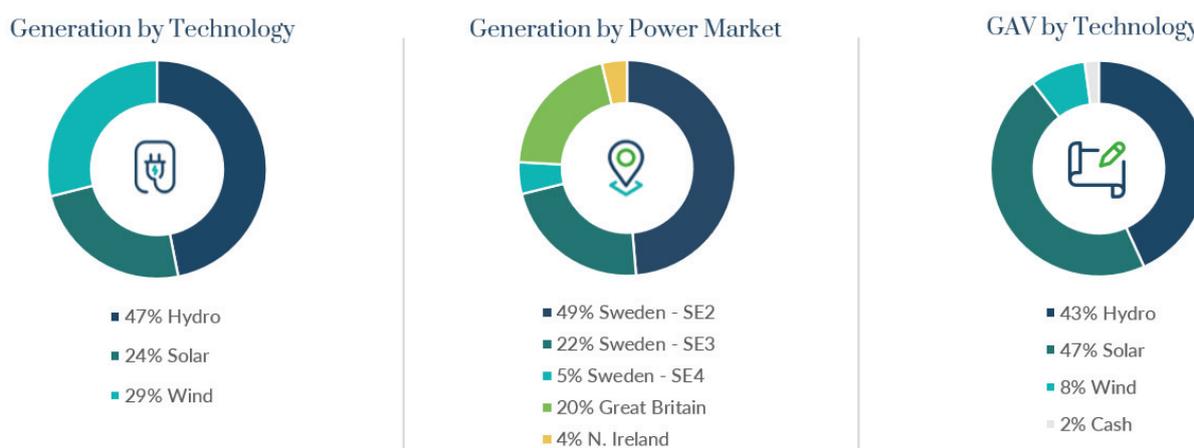
#### ***Differentiated strategy***

The Company targets an attractive and sustainable level of income, with an element of capital growth, from a portfolio of investments diversified by Technology, geography, Project Stage and revenue type:

- the Investment Manager believes that diversification by Technology should reduce dependency on a single renewable energy resource and should reduce seasonal variability of revenues;
- the Company’s sizeable platform of hydropower assets is a key differentiator, which enables the Company to pursue acquisitions of individual or smaller portfolios of hydropower plants while making use of its size and capital structure to obtain favourable acquisition prices that are often accretive to the Company’s overall portfolio of Assets;
- the Investment Manager believes that diversification by geography should further enhance the consistency and stability of revenues because:
  - different renewable energy resources and thus Technologies, are more readily accessible in different geographies;
  - the nature and intensity of the same renewable energy resources can differ between geographies; and
  - differing geographies can diversify regulatory, market and policy risk;
- diversification by Project Stage allows the Company to target higher NAV growth by investing in higher returning Assets that are in construction or are construction-ready; and
- the Investment Manager believes that, by pursuing the above strategy, the Company is well placed to continue to target a diversified set of revenue streams across its portfolio of Assets. In particular, the Investment Manager believes that investment into Other Infrastructure Assets will reduce the Company’s exposure to merchant power prices.

The differentiated strategy is reflected in the Company’s portfolio of Assets as at the date of this Registration Document, showing broad diversification by Technology, geography and energy generation, as demonstrated in Figure 1 below:

*Figure 1: Breakdown of the Company’s portfolio of Assets by Technology, geography and energy generation as at the date of this Registration Document*



Source: Investment Manager. Unaudited.

The above breakdown is shown as at the date of this Registration Document. The generation by Technology and generation by power market charts show the percentage of the forecast generation broken down by Technology or power market. The GAV by Technology chart shows the percentage of Gross Asset Value attributed to each Technology. Assets acquired after 31 March 2022 have been valued at cost. Actual energy generated and the split thereof may differ from that forecast.

### ***Attractive pricing tailwinds***

The Investment Manager believes that the Company is well placed to benefit from strong tailwinds in the current economic environment:

- inflation in 2021 was at its highest for 10 years in the UK and consensus forecasts show inflation remaining high for at least 2023 and 2024. As at 31 March 2022, 65% of the forecast UK revenues of the Company's portfolio of Assets and 44% of the forecast total revenues of the Company's portfolio of Assets are directly linked to inflation;
- power prices in the UK and Nordic markets increased dramatically in 2021 as a result of increased gas and carbon pricing and demand outstripping supply. Elevated pricing has continued in 2022, predominately driven by the European energy crisis and the war in Ukraine; and
- interest rates in the UK have increased sharply in 2022 and in an inflationary environment, it is more likely that interest rates will continue to increase. Other than short term borrowings under the Revolving Credit Facility (which will be repaid with the proceeds of the Initial Issue), the Group's current borrowing is fixed for the long term and the Group is not exposed to changes in interest rates on its borrowing in the UK or Sweden until 2034.

### ***Experienced Investment Manager***

- Downing LLP was founded in 1986, and has approximately 190 staff and partners. As at 31 December 2021, the Investment Manager had approximately £1.6 billion of assets under management.
- Downing's Energy & Infrastructure team was set up in 2010 as the specialist renewable energy investment team within Downing and has since managed investment into 176 solar parks, wind farms and hydroelectric plants. The team invests in and manages investments across six different Technologies, which are located throughout the UK and Northern Europe.
- As at 31 March 2022, the Investment Manager had approximately £680 million of assets under management in energy and infrastructure assets across c.7,400 installations.

### ***Strength of the Investment Manager's team***

- The Investment Manager has a team of over 40 investment, asset management and project development and delivery specialists who focus exclusively on energy and infrastructure transactions and who are supported by additional business operations, IT systems specialists, legal, HR and regulatory and compliance professionals.
- The Company utilises the expertise and scale of the Investment Manager to originate transactions and actively manage Assets to reduce risks and improve returns.
- The Investment Manager recognises that environmental, social and governance ("**ESG**") issues represent risks and opportunities that are becoming an increasingly material factor when making investment decisions. By taking a long-term, sustainable approach in analysis, decision-making and active asset management, the Investment Manager strives to take such issues into account when mitigating risks and maximising opportunities, whilst endeavouring to facilitate wider societal and environmental benefits. As a signatory to the Principles for Responsible Investment ("**PRI**") and the Financial Reporting Council's UK Stewardship Code, the Investment Manager incorporates ESG principles throughout its investment process, from pre-deal screening through to active asset management. For further details see paragraph 3 of Part 5 of this Registration Document.

### ***Dedicated in-house asset management team***

The Investment Manager's asset management team of 21 with over 100 years' combined experience is focussed on protecting and enhancing asset and portfolio returns:

- the Investment Manager's in-house energy and infrastructure asset management team has energy markets specialists, data analysts, regulatory experts, construction and engineering technicians, accountants and financial and operational reporting professionals. As at the date of this Registration Document, they provide services to c.7,400 individual installations across six different Technologies; and
- the Investment Manager's asset management team is able to achieve increased control and deeper insight into the Company's portfolio through bespoke IT systems and live data integrations. These systems drive significant operational efficiencies, which reduce manual workload and allow more time for value-add activities. Examples of value-add activities include the application of advanced technologies (such as machine learning), which utilise existing data sets to identify trends and therefore predict the future requirements of the Company's portfolio of Assets.

### ***Pipeline***

The Company's investment strategy is designed to maximise its access to investment opportunities and so the scale of the deployment opportunity is significant. As at the date of this Registration Document, the Investment Manager has identified a number of Pipeline Assets with an aggregate equity value in excess of £4 billion, across five countries and six Technologies which the Investment Manager considers would meet the Company's investment policy. The Investment Manager is in bilateral and/or exclusive discussions in relation to near-term Pipeline Assets with a total equity value in excess of £200 million.

Further details and information in relation to the Pipeline Assets are set out in paragraph 2 of Part 3 of this Prospectus.

## **4 APPROACH TO ENVIRONMENTAL, SOCIAL AND GOVERNANCE INTEGRATION**

The Company has determined that it should be classified as an Article 9 product under SFDR. The Company is an impact fund with a core sustainable investment objective to accelerate the transition to net zero through its investments, compiling and operating a diversified portfolio of renewable energy and infrastructure assets to help facilitate the transition to a more sustainable future. This directly contributes to climate change mitigation.

The Company has been awarded the London Stock Exchange's Green Economy Mark which recognizes companies that derive 50% or more of their total annual revenues from products and services that contribute to the global green economy. The underlying methodology incorporates the Green Revenues data model developed by FTSE Russell, which helps investors to understand the global industrial transition to a green and low carbon economy with consistent, transparent data and indexes. The Company's ESG framework aims to provide investors with attractive and sustainable returns while contributing to the successful transition to a net-zero carbon economy – with the aim of creating a cleaner, greener future.

Sustainability runs through the Company's responsible investment framework, aiming to benefit the communities that its Assets serve, the wildlife that lives around them and the wider environment. Responsible investment considerations are embedded into the screening of opportunities, investment decisions and the ongoing monitoring of investments. This helps to identify, assess, monitor and manage environmental, social and governance risks and opportunities and also provides a framework to report progress across the Company's activities.

### ***Social***

The Investment Manager promotes high labour and health & safety standards across its teams in addition to implementing an ESG investment training programme for all staff. Working with local communities, the Investment Manager considers local aspects and needs as part of each prospective investment of the Company, including, in some circumstances, a contribution of energy or investment to local projects.

## *Governance*

The Company strives to maintain the highest standards of corporate governance and effective risk management at both a Company and a portfolio level. Governance is the responsibility of the Board, with key functions delivered through delegated committees with the oversight of the Board and the ongoing support of the Investment Manager. Information relating to the Company's activities in fulfilling its sustainable investment objective are presented to the Board on at least a quarterly basis. This data enables the Board to satisfy itself that it is fulfilling the climate mitigation obligations explicit in the Company's sustainable investment objective.

On at least an annual basis the Board reviews climatic data, specific to the geographies and asset types in the Company's portfolio of Assets, in order to review and develop the Company's strategy in relation to the risks and opportunities from climate change.

## *Alignment with industry standards*

The Company supports and is committed to align its reporting with the PRI, the United Nations Sustainable Development Goals (the "UN SDGs"), the Task Force on Climate-related Financial Disclosures (the "TCFD") and the EU taxonomy.

The TCFD recommendations are designed to encourage consistent and comparable reporting on climate-related risks and opportunities by companies to their stakeholders. The TCFD recommendations are structured around four content pillars: (i) governance; (ii) strategy; (iii) risk management; and (iv) metrics & targets.

The Company strives to maintain the highest standards of corporate governance and effective risk management at both a Company and portfolio level. Although the Company is not required to report under the recommendations of the TCFD, many of those recommendations are followed in order to enhance the Company's disclosures.

## **5 DIVIDEND POLICY AND TARGET RETURNS**

The Company currently targets quarterly dividends totalling 5 pence in respect of the 12 months ending 31 December 2022. The Company paid dividends in respect of the first financial period from incorporation (being 8 October 2020) to 31 December 2021 of 3.5 pence per Ordinary Share, exceeding the guidance stated prior to IPO of 3 pence per Ordinary Share as a result of the rapid deployment of the IPO proceeds and the strong operational performance of the Swedish hydropower and UK solar portfolios acquired in February 2021 and March 2021 respectively. The Company also declared an interim dividend of 1.25 pence per Ordinary Share on 11 May 2022 (in respect of the period from 1 January 2022 to 31 March 2022) payable on 30 June 2022 to Shareholders on the Register at 27 May 2022. The Company adopts a progressive dividend policy taking into consideration the prevailing inflationary environment. Given the nature of the Company's income streams, the Board expects that this will result in increases to the dividend in the medium term.

The Company pays dividends on a quarterly basis with dividends typically declared in respect of the quarterly periods ending March, June, September and December and paid in June, September, December and March respectively. Dividends on Ordinary Shares shall be declared and paid in Sterling.

Distributions made by the Company, which will be at the discretion of the Board, may take either the form of dividend distributions or may be designated as interest distributions for UK tax purposes pursuant to the interest streaming regime applicable to investment trusts. References in this paragraph 5 to "dividends" and "distributions" are intended to cover both. Prospective investors should note that the UK tax treatment of the Company's distributions may vary for a Shareholder depending on the classification of such distributions. **Prospective investors who are unsure about the tax treatment which will apply to them in respect of any distributions made by the Company should consult their own tax advisers.**

The Company is targeting NAV total return of 6.5% to 7.5% per annum over the medium to long term.

**The dividend and return targets stated above are targets only and not profit forecasts. There can be no assurance that these targets will be met, or that the Company will make any distributions at all and they should not be taken as an indication of the Company's**

**expected future results. The Company's actual returns will depend upon a number of factors, including but not limited to, the Company's net income and the level of ongoing charges. Accordingly, potential investors should not place any reliance on these targets in deciding whether or not to invest in the Company and should decide for themselves whether or not the target dividend and target NAV total return are reasonable or achievable.**

In accordance with regulation 19 of the Investment Trust (Approved Company) (Tax) Regulations 2011, the Company will not (except to the extent permitted by those regulations) retain more than 15% of its income (as calculated for UK tax purposes) in respect of an accounting period.

## **6 TREASURY POLICY**

The Company is permitted to invest cash held for working capital purposes and awaiting investment in accordance with the following provisions.

The Investment Manager is responsible for managing cash not yet invested by the Company or otherwise applied in respect of the Company's operating expenses, with the aim of preserving capital value. Subject to the Company providing the AIFM and the Investment Manager reasonable notice when it requires the liquidation and/or transfer of a part of the entrusted assets in order to pursue the Company's investment policy, the Company has given the Investment Manager full discretionary authority to invest in various types of financial instruments including cash deposits, term deposits, depositary bonds, fixed rate depositary bonds, treasuries and government securities as well as money market collective investment schemes and other money market instruments.

The safekeeping of the Company's assets is carried out by the Depositary.

The Company may enter into hedging transactions for the purposes of efficient portfolio management. In particular, the Company may enter into currency, inflation, interest rates, electricity prices and commodity prices (including, but not limited to, steel and gas) hedging transactions or otherwise seek to mitigate the risk of currency movements, fluctuations in inflation, interest rate increases and electricity and commodity price fluctuations through the use of forward contracts, options, swaps or other forms of derivative instruments.

All hedging policies of the Company are reviewed by the Board and the AIFM on a regular basis to ensure that the risks associated with the Company's investments are being appropriately managed. Any transactions carried out will only be undertaken for the purpose of efficient portfolio management and will not be carried out for speculative reasons.

## **7 NET ASSET VALUE**

### ***Publication of Net Asset Value per Ordinary Share***

The Company's Net Asset Value is the value of all assets of the Company less its liabilities (including provisions for such liabilities) calculated in accordance with the Company's valuation methodology which is set out below. The Net Asset Value per Ordinary Share is the Net Asset Value divided by the number of Ordinary Shares in issue at the relevant time (excluding any Ordinary Shares held in treasury). The Net Asset Value and Net Asset Value per Ordinary Share as at 31 December each year is audited by the Auditor pursuant to the Auditor's review of the financial statements for the relevant period.

The Net Asset Value and Net Asset Value per Ordinary Share are calculated in Sterling on a quarterly basis as at 31 December, 31 March, 30 June and 30 September each year. The Net Asset Value and the Net Asset Value per Ordinary Share are provided to Shareholders through a Regulatory Information Service and published on the Company's website as soon as practicable thereafter.

### ***Valuation Methodology***

Based on information provided by the Investment Manager, the AIFM undertakes valuations of the Assets acquired by the Company as at the end of each calendar quarter. The AIFM calculates the Net Asset Value and the Net Asset Value per Ordinary Share based on this information and submits the same to the Board for its approval.

The Board may ask for additional external valuations to be carried out from time to time at its discretion.

All Asset valuations are at fair value. The valuation principles used to calculate the fair value of Assets follow the International Private Equity and Venture Capital Valuation Guidelines (last edition December 2018) and applicable accounting standards. Fair value for operational Assets is typically derived from a discounted cash flow (“DCF”) methodology and the results benchmarked against appropriate multiples and key performance indicators, where available for the relevant sector/industry. For Assets that are not yet operational at the time of valuation, the price of recent investment may be used as an appropriate estimate of fair value initially, but it is likely that a DCF will provide a better estimate of fair value as the asset moves closer to operation.

In a DCF analysis, the fair market value of the Asset represents the present value of the Asset's forecast future cash flows, based on appropriate assumptions for revenues and costs and suitable discount rate assumptions. The Investment Manager uses its judgement in arriving at appropriate discount rates based on its knowledge of the market, taking into account market intelligence gained from bidding activities, discussions with financial advisers, consultants, accountants and lawyers and publicly available information.

A range of sources are reviewed in determining the underlying assumptions used in calculating the fair market valuation of each Asset, including but not limited to:

- macroeconomic projections adopted by the market as disclosed in publicly available resources;
- macroeconomic forecasts provided by expert third party economic advisers;
- discount rates publicly disclosed by the Company's global peers;
- discount rates applicable to comparable infrastructure asset classes, which may be procured from public sources or independent third party expert advisers;
- discount rates publicly disclosed for comparable market transactions of similar assets; and
- capital asset pricing model outputs and implied risk premia over relevant risk free rates.

Where available, assumptions are based on observable market and technical data. For other assumptions, the AIFM and the Investment Manager may engage independent technical experts such as electricity price consultants to provide long-term forecasts for use in its valuations.

The Board reviews the operating and financial assumptions, including the discount rates, used in the valuation of the Company's underlying portfolio and approve them taking into account the recommendations of the Investment Manager.

Free cashflows from Assets that are generated in a non-Sterling currency are converted in each period they are earned using the actual currency hedges in place, with the residual amounts subsequently converted at the prevailing exchange rate.

In the Company's valuation models, the relevant exchange rate for the residual amounts is taken from a forward curve provided by the Company's foreign exchange advisers for ten years, after which point the exchange rate is held constant due to the impracticalities of hedging currency further into the future. Under this approach, the valuation is the present value of a set of Sterling cash flows.

#### ***Suspension of the calculation of the Net Asset Value***

The calculation of the Net Asset Value (and Net Asset Value per Ordinary Share) will only be suspended in circumstances where the underlying data necessary to value the investments of the Group cannot readily, or without undue expenditure, be obtained or in other circumstances (such as a systems failure of the AIFM) which prevents the AIFM from making such calculations. Details of any suspension in making such calculations will be announced through an RIS as soon as practicable after any such suspension occurs.

## **8 ANNUAL AND INTERIM REPORTS AND SHAREHOLDER MEETINGS**

The audited financial statements of the Company are prepared in Sterling under International Financial Reporting Standards. The Company's annual report and accounts are prepared up to 31 December each year. Copies of the annual report and financial statements are expected to be published by the end of April each year. The Company also publishes an unaudited interim report covering the six months to 30 June each year, which is expected to be published within three months following the period end.

The annual report and financial statements and unaudited interim report, once published will be available on the Company's website ([www.doretrust.com](http://www.doretrust.com)) and publication of such documents will be notified to Shareholders by means of an announcement on a Regulatory Information Service.

The Company holds an annual general meeting each year. Other general meetings may be convened from time to time by the Directors by sending notices to Shareholders.

## **9 SHARE CAPITAL MANAGEMENT**

The Board intends to seek to limit, as far as practicable, the extent to which the market price of the Ordinary Shares diverges from the Net Asset Value per Ordinary Share.

### ***Premium management***

Conditional on the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 23 June 2022, the Directors will have authority to issue up to 250 million Ordinary Shares on a non-pre-emptive basis pursuant to the Initial Issue and the Share Issuance Programme.

In addition, at the 2022 AGM, the Company was given authority to issue up to 13,700,800 Ordinary Shares (equivalent to 10% of the issued Ordinary Share capital of the Company as at the date of this Registration Document) on a non-pre-emptive basis until the conclusion of the Company's next annual general meeting in 2023. As at the date of this Registration Document, no Ordinary Shares have been issued pursuant to this authority.

Shareholders' pre-emption rights over this unissued share capital have been disapplied so that the Directors will not be obliged to offer any new Ordinary Shares to Shareholders on a *pro rata* basis. No Ordinary Shares will be issued at a price less than the prevailing Net Asset Value per Ordinary Share at the time of their issue.

Investors should note that the issuance of new Ordinary Shares pursuant to the above authorities is entirely at the discretion of the Board, and no expectation or reliance should be placed on such discretion being exercised on any one or more occasions or as to the proportion of new Ordinary Shares that may be issued.

### ***Discount Management***

#### ***Repurchase of Ordinary Shares***

The Directors will consider repurchasing Ordinary Shares in the market if they believe it to be in Shareholders' interests and as a means of correcting any imbalance between the supply of and demand for the Ordinary Shares.

A special resolution was passed at the 2022 AGM granting the Directors authority to repurchase up to 20,537,572 Ordinary Shares (representing 14.99% of the Company's issued Ordinary Share capital as at the date of this Registration Document) during the period expiring on the earlier of the Company's annual general meeting to be held in 2023 and 31 December 2023. Renewal of this buy-back authority will be sought at each annual general meeting of the Company or more frequently if required. Ordinary Shares purchased by the Company may be held in treasury or cancelled.

The maximum price (exclusive of any expenses) which may be paid for an Ordinary Share must not be more than the higher of (i) 5% above the average of the mid-market quotations for the five Business Days immediately before the purchase is made, and (ii) the higher of (a) the price of the last independent trade and (b) the highest then current independent bid for Ordinary Shares on the London Stock Exchange at the time the purchase is carried out. In addition, the Company will only make such repurchases through the market at prices (after allowing for costs) below the relevant prevailing published Net Asset Value per Ordinary Share under the guidelines established from time to time by the Board.

Shareholders should note that the purchase of Ordinary Shares by the Company is at the absolute discretion of the Directors, will only be made in accordance with the Articles and is subject to the working capital requirements of the Company and the amount of cash available to the Company to fund such purchases. Accordingly, no expectation or reliance should be placed on the Directors exercising such discretion on any one or more occasions.

### *Treasury shares*

The Companies Act allows companies to hold shares acquired by way of market purchase as treasury shares, rather than having to cancel them. These shares may be subsequently cancelled or (subject to there being in force a resolution to disapply the rights of pre-emption that would otherwise apply) sold for cash. This would give the Company the ability to resell Ordinary Shares quickly and cost effectively, thereby improving liquidity and providing the Company with additional flexibility in the management of its capital base.

No Ordinary Shares will be sold from treasury at a price less than the Net Asset Value per Ordinary Share at the time of their sale unless they are first offered *pro rata* to existing Shareholders.

### **Life of the Company**

In accordance with the Articles, the Directors are required to propose an ordinary resolution at a general meeting to be held in December 2025 that the Company continues its business as presently constituted (the “**Initial Continuation Resolution**”). In addition, the Articles provide that the Directors propose an ordinary resolution that the Company continue its business as presently constituted at the annual general meeting to be held in 2031 and at each fifth annual general meeting thereafter (a “**Continuation Resolution**”).

If the Initial Continuation Resolution or any Continuation Resolution is not passed, the Directors will put forward proposals for the reconstruction or reorganisation of the Company to Shareholders for their approval as soon as reasonably practicable following the date on which the Initial Continuation Resolution or any Continuation Resolution (as the case may be) is not passed. These proposals may or may not involve winding up the Company and, accordingly, failure to pass the Initial Continuation Resolution or any Continuation Resolution will not necessarily result in the winding up of the Company.

## **10 THE TAKEOVER CODE**

The Takeover Code applies to the Company.

Given the existence of the proposed buyback powers described in the paragraphs above, there are certain considerations that Shareholders should be aware of with regard to the Takeover Code.

Under Rule 9 of the Takeover Code, any person who acquires shares which, taken together with shares already held by him or shares held or acquired by persons acting in concert with him, carry 30% or more of the voting rights of a company which is subject to the Takeover Code, is normally required to make a general offer to all the remaining shareholders to acquire their shares. Similarly, when any person or persons acting in concert already hold more than 30% but not more than 50% of the voting rights of such company, a general offer will normally be required if any further shares increasing that person’s percentage of voting rights are acquired.

Under Rule 37 of the Takeover Code when a company purchases its own voting shares, a resulting increase in the percentage of voting rights carried by the shareholdings of any person or group of persons acting in concert will be treated as an acquisition for the purposes of Rule 9 of the Takeover Code. A shareholder who is neither a director nor acting in concert with a director will not normally incur an obligation to make an offer under Rule 9 of the Takeover Code in these circumstances.

However, under note 2 to Rule 37 of the Takeover Code, where a shareholder has acquired shares at a time when he/she had reason to believe that a purchase by the company of its own voting shares would take place, then an obligation to make a mandatory bid under Rule 9 of the Takeover Code may arise.

The buyback powers could have implications under Rule 9 of the Takeover Code for Shareholders with significant shareholdings. Prior to the Board implementing any share buyback the Board will seek to identify any Shareholders who they are aware may be deemed to be acting in concert under note 1 of Rule 37 of the Takeover Code and will seek an appropriate waiver in accordance with note 3 of Rule 37. However, neither the Company, nor any of the Directors, nor the AIFM, nor the Investment Manager will incur any liability to any Shareholder(s) if they fail to identify the possibility of a mandatory offer arising or, if having identified such a possibility, they fail to notify the relevant Shareholder(s) or if the relevant Shareholder(s) fail(s) to take appropriate action.

## **11 PROFILE OF A TYPICAL INVESTOR**

The Ordinary Shares are designed to be suitable for institutional investors and professionally advised private investors. The Ordinary Shares may also be suitable for investors who are financially sophisticated, non-advised private investors who are capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in the Ordinary Shares pursuant to the Initial Issue or any Subsequent Issue.

## **12 TAXATION**

Potential investors are referred to Part 6 of the Securities Note accompanying this Registration Document for details of the taxation of the Company and Shareholders in the UK. Investors who are in any doubt as to their tax position or who are subject to tax in jurisdictions other than the UK are strongly advised to consult their own professional advisers immediately.

## **13 DISCLOSURE OBLIGATIONS**

The provisions of Chapter 5 of the Disclosure Guidance and Transparency Rules (as amended from time to time) (“**DTR 5**”) of the Financial Conduct Authority Handbook apply to the Company on the basis that the Company is a “UK issuer”, as such term is defined in DTR 5.

As such, a person is required to notify the Company of the percentage of voting rights it holds as a holder of Ordinary Shares or holds or is deemed to hold through the direct or indirect holding of financial instruments falling within DTR 5 if, as a result of an acquisition or disposal of Ordinary Shares (or financial instruments), the percentage of voting rights reaches, exceeds or falls below the relevant percentage thresholds being, in the case of a UK issuer, 3% and each 1% threshold thereafter up to 100%.

## **14 RISK FACTORS**

The Company’s business is dependent on many factors and potential investors should read the whole of this Registration Document, the Summary and the Securities Note (and any Future Summary and Future Securities Note, any supplement to the Registration Document and any supplementary prospectus published by the Company prior to the Final Closing Date) and in particular the section entitled “Risk Factors” on pages 4 to 23 of this Registration Document.

## PART 3

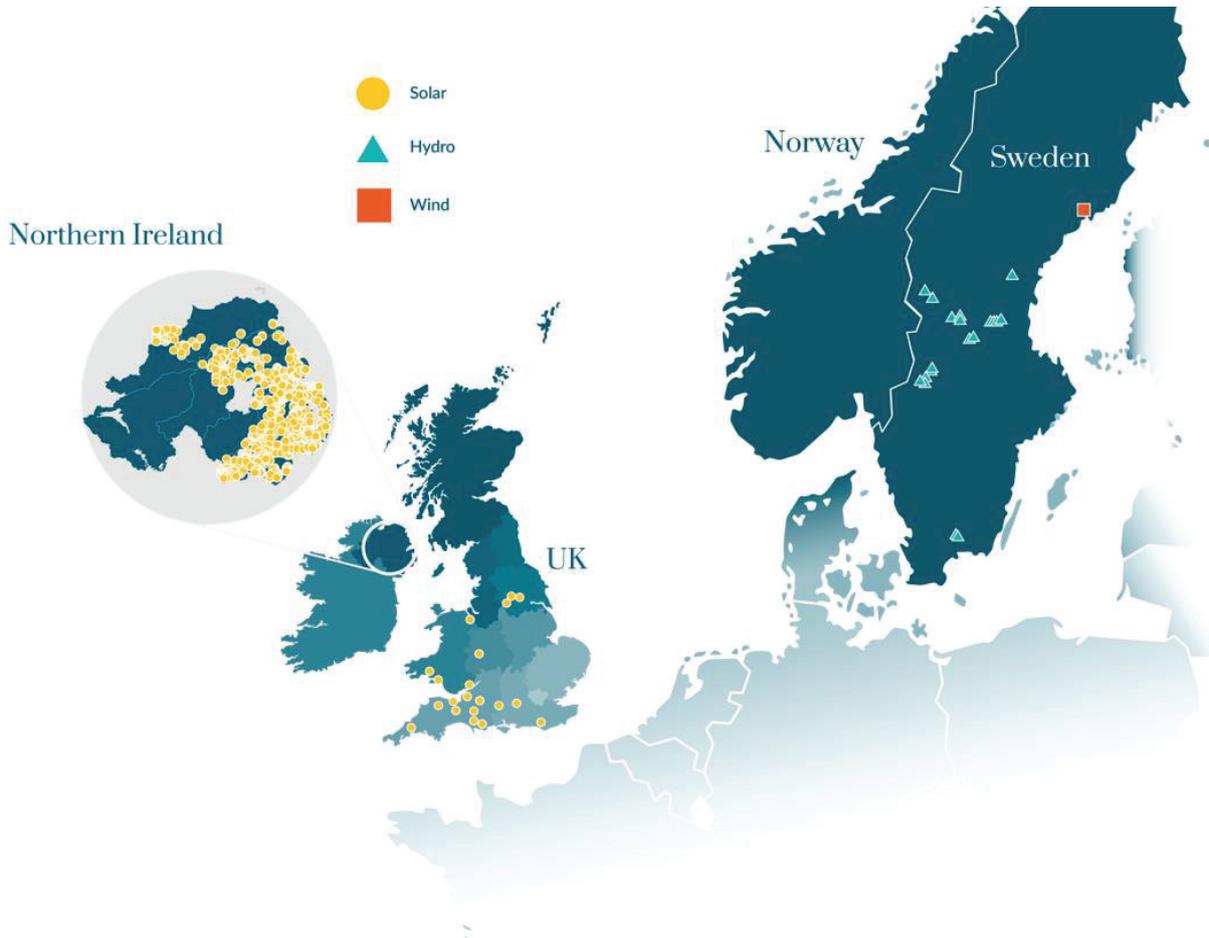
### EXISTING PORTFOLIO, PIPELINE AND INVESTMENT PROCESS

#### 1 EXISTING PORTFOLIO

##### *Existing Portfolio Overview*

As at the date of this Registration Document, the Company's portfolio comprises 179MWp of hydropower, wind and solar assets with a forecast annual generation of c.372GWh. The portfolio is diversified across 3,267 individual installations and across five different energy markets/price zones.

Figure 2: Map showing the Company's portfolio of Assets



Source: Investment Manager.

##### **Description of Assets**

###### 1. Downing Hydro AB – Sweden

The Group completed its first investment in a portfolio of eight operational hydropower plants located in central and southern Sweden in February 2021 for £59.9 million. The eight hydropower plants are located across three different rivers in Sweden in two different price zones, with a forecast annual average production of 108GWh.

The hydropower plants were acquired from Fortum Sweden AB (“**Fortum**”), a Nordic utility company, with a 12-month transitional services agreement. During the course of 2021, Downing Hydro AB exited the transitional arrangements with Fortum and set up its own organisational structure and contractual framework arrangements with third party providers of services. The functions covered include control centre, water planning and dispatch functions, electricity sales, long-term asset management planning, operational and dam safety, administration, operations and maintenance. Downing Hydro AB is now technically, operationally and administratively integrated into the Downing platform but is wholly owned by the Company.

The Group completed the acquisition of a further two hydropower portfolios located in central Sweden in January 2022 for c.EUR 25 million (c.£21 million<sup>4</sup>) in aggregate. The first portfolio comprises five hydropower plants which are located on three different rivers in central Sweden, with a forecast annual average production of c.12 GWh and was acquired from ÅSI Kraft AB. The second portfolio comprises four run-of-river hydropower plants located on a single river in central Sweden, with a forecast annual average production of c.36 GWh and was acquired from AB Edsbyn Elverk.

Each of the portfolios described above has an operating track record spanning more than five decades and the Company considers hydro operational asset life to be indefinite.

In May 2022 there was a further acquisition of a portfolio of operational run-of-river hydropower plants in Sweden for c. EUR 20 million (c. £17m<sup>5</sup>) from Batten AB and Daturum AB. The portfolio comprises two hydropower plants, located in Sweden's southern SE4 pricing region. The hydropower plants were comprehensively renovated between May 2014 and September 2019 and have an aggregate forecast annual production of c.18GWh per annum. These are the Company's first assets to be located in the attractive southern SE4 pricing region, which has the highest wholesale power prices in Sweden, benefitting from export cables to continental Europe.

The Company is of the view that hydro's perpetual life and high production factors are key attractions of investment. The Group's hydro portfolio is forecast to generate electricity for between 3,300 to 6,300 hours per annum (up to c.72% of the hours of the year).

The Company has been able to pursue acquisitions of individual or smaller portfolios of hydropower plants, which can have fewer potential buyers and at times can be conducted exclusively or bilaterally. The Company is also able to take advantage of its size and capital structure, including its debt arrangements, which other, smaller competing bidders may not be able to match. Consequently, it is expected that the acquisition prices paid for smaller transactions will often be accretive to the Company's overall portfolio of Assets.

This was illustrated with the acquisitions in January 2022 referred to above which were made at rates of return above the Company's discount rate for Swedish hydro assets. Those assets were revalued as at 31 March 2022 at a premium of c.£3 million over their acquisition cost, an increase equivalent to 2.2 pence per Ordinary Share.

## 2. *Chalkhill Solar Portfolio ("Chalkhill") – Great Britain and Northern Ireland*

In March 2021 the Group completed its first UK investment, the acquisition of a 96MWp portfolio of c.50 solar PV assets that own c.3,250 operational solar PV installations located in mainland Great Britain and Northern Ireland. 86% of this portfolio, by capacity, benefits from a PPA floor. The portfolio has an average operating track record of c.7 years, was acquired for a consideration of £42 million and comprises:

- 13 ground-mounted sites located across mainland Great Britain totalling c.73 MWp;
- 28 commercial rooftop solar assets totalling c.10 MWp; and
- 7 residential rooftop solar portfolios in Northern Ireland totalling c.13MWp.

The remaining operational asset life of the ground-mounted, commercial rooftop solar and residential rooftop solar portfolios is 17.7, 15.3 and 14.8 years, respectively.

## 3. *Wind assets – Sweden*

The Group completed its acquisition of an operational 46MWp onshore wind project located in north east Sweden in February 2022 for c.EUR 23.8 million (c.£19.8 million<sup>6</sup>). The annual average production is forecast to be c.108 GWh. The project has been operational since 2011 with consistently high levels of historic availability and has a remaining operational asset life of 18.2 years. The wind project benefits from a long term operational and maintenance services arrangement with Enercon GmbH.

Similar to the hydropower assets acquired in January 2022, this wind project was acquired at a rate of return above the Company's discount rate for Swedish wind assets. The asset was revalued as

<sup>4</sup> calculation is based on the GBP/EUR exchange rate of 0.84/1 as at 21 January 2022

<sup>5</sup> calculation is based on the GBP/EUR exchange rate of 0.85/1 as at 5 May 2022

<sup>6</sup> calculation is based on the GBP/EUR exchange rate of 0.83/1 as at 2 February 2022

at 31 March 2022 at a premium of £2.2 million over its acquisition cost, an increase equivalent to 1.5 pence per Ordinary Share.

### **Portfolio Valuation**

The values below are as at 31 March 2022, with further investments since that date held at cost.

There has been no material change in the Company's investments between the Latest Practicable Date and the date of this Registration Document:

Investment	Technology	Date Acquired	Location	Valuation (£'000)	Power Market / Subsidy	Installed capacity (MW)	Forecast annual generation (GWh)
Ugsi	Hydro	Feb-21	Älvadalen, Sweden	5,205	SE3 / n/a	1.8	10
Båthusströmmen	Hydro	Feb-21	Älvadalen, Sweden		SE3 / n/a	3.5	14
Åsteby	Hydro	Feb-21	Torsby, Sweden		SE3 / n/a	0.7	3
Fensbol	Hydro	Feb-21	Torsby, Sweden		SE3 / n/a	3	14
Rödbjörke	Hydro	Feb-21	Torsby, Sweden		SE3 / n/a	3.3	15
Väls	Hydro	Feb-21	Torsby, Sweden		SE3 / n/a	0.8	3
Torsby	Hydro	Feb-21	Torsby, Sweden		SE3 / n/a	3.1	13
Tvårforsen	Hydro	Feb-21	Torsby, Sweden		SE2 / n/a	9.5	37
Sutton Bridge	Ground mount solar	Mar-21	Somerset, England	46,710	UK / ROC	6.7	7
Andover Airfield	Ground mount solar	Mar-21	Hampshire, England		UK / ROC	4.3	4
Kingsland Barton	Ground mount solar	Mar-21	Devon, England		UK / ROC	6	6
Bourne Park	Ground mount solar	Mar-21	Dorset, England		UK / ROC	6	6
Laughton Levels	Ground mount solar	Mar-21	East Sussex, England		UK / ROC	8.3	9
Deeside	Ground mount solar	Mar-21	Flintshire, Wales		UK / FIT	3.8	3
Redbridge Farm	Ground mount solar	Mar-21	Dorset, England		UK / ROC	4.3	4
Iwood	Ground mount solar	Mar-21	Somerset, England		UK / ROC	9.6	9
New Rendy	Ground mount solar	Mar-21	Somerset, England		UK / ROC	4.8	5
Redcourt	Ground mount solar	Mar-21	Carmarthenshire, Wales		UK / ROC	3.2	3
Oakfield	Ground mount solar	Mar-21	Hampshire, England		UK / ROC	5	5
Kerriers	Ground mount solar	Mar-21	Cornwall, England		UK / ROC	10	10
RSPCA Llys Nini	Ground mount solar	Mar-21	Swansea, Wales		UK / ROC	0.9	1
Commercial portfolio	Rooftop Solar	Mar-21	Various, England		UK / FIT	0.3	0
Commercial portfolio	Rooftop Solar	Mar-21	Various, England & Wales		UK / ROC	5.2	4
Commercial portfolio	Rooftop Solar	Mar-21	Various, N. Ireland		SEM / NIROC	0.7	1
Bombardier	Rooftop Solar	Mar-21	Belfast, N. Ireland	SEM / ROC	3.6	3	
Residential portfolio	Residential rooftop solar	Mar-21	Various, N. Ireland	SEM / NIROC	13.1	10	

Investment	Technology	Date Acquired	Location	Valuation (£'000)	Power Market / Subsidy	Installed capacity (MW)	Forecast annual generation (GWh)
Lemmån	Hydro	Jan-22	Älvdalen, Sweden	4,608	SE3 / n/a	0.6	3
Ryssa Övre	Hydro	Jan-22	Mora, Sweden		SE3 / n/a	0.7	3
Ryssa Nedre	Hydro	Jan-22	Mora, Sweden		SE3 / n/a	0.6	2
Rots Övre	Hydro	Jan-22	Älvdalen, Sweden		SE3 / n/a	0.7	3
Rots Nedre	Hydro	Jan-22	Älvdalen, Sweden		SE3 / n/a	0.3	1
Gabrielsberget Syd Vind AB	Wind	Feb-22	Aspeå, Sweden	22,385	SE2 / n/a	46	108
Vallhaga	Hydro	Jan-22	Edsbyn, Sweden	15,256	SE2 / n/a	2.4	13
Österforsens Kraftstation	Hydro	Jan-22	Edsbyn, Sweden		SE2 / n/a	1.6	12
Bornforsen 1	Hydro	Jan-22	Edsbyn, Sweden		SE2 / n/a	0.7	3
Bornforsen 2	Hydro	Jan-22	Edsbyn, Sweden		SE2 / n/a	1.5	9
Fridafors Upper	Hydro	May-22	Fridafors, Sweden	16,788	SE4 / n/a	1.2	810
Fridafors Lower	Hydro	May-22	Fridafors, Sweden		SE4 / n/a	1.5	108

Source: Investment Manager. Unaudited.

As at 31 March 2022, the unaudited Net Asset Value of the Company was £150.9 million, representing an unaudited Net Asset Value per Ordinary Share of 110.1 pence.

The chart below illustrates the sensitivities of the Net Asset Value as at 31 March 2022 of the Company to certain factors. The sensitivity analysis is based on a number of assumptions as set out below and should not therefore be taken as a forecast, guarantee or indication of the Company's future returns. Investors should not place any reliance on the data in deciding whether to invest in Ordinary Shares.

Figure 3: NAV sensitivities per Ordinary Share



Source: Investment Manager. Unaudited.

The portfolio valuation is the largest component of the NAV and the key sensitivities to valuation are considered to be the discount rate and the principal assumptions used in respect of future revenues and costs.

A broad range of assumptions are used in the Company's valuation models. These assumptions are based on long-term forecasts and are generally not affected by short-term fluctuations in inputs, whether economic or technical. The Investment Manager exercises its judgement and uses its experience in assessing the forecast future cash flows from each investment. The impact of changes in the key drivers of the valuation are set out below.

#### Discount Rate

The weighted average discount rate of the portfolio as at 31 March 2022 was 7.1%. The underlying discount rate for the Swedish hydropower Assets and the range of discount rates for the UK solar Assets are unchanged from those used for valuations in respect of the financial period ended

31 December 2021. The addition of the Swedish wind Asset has resulted in the weighted average discount rate of 7.1% vs 7.3% as at 31 December 2021.

The Investment Manager considers a variance of plus or minus 0.5% to be a reasonable range of alternative assumptions for discount rates.

#### Energy Yield

For the solar and wind Assets, the Investment Manager's underlying assumption set assumes the so called "P50" level of electricity output based on reports by technical advisors. The P50 output is the estimated annual amount of electricity generation that has a 50% probability of being exceeded and a 50% probability of being underachieved.

For hydropower Assets, the forecast annual average production is applied to the valuation, similar to the P50 assumption applied to solar and wind Assets. Given the long operational record of the hydropower Assets, the annual production forecast is derived from historic datasets and validated by technical advisors.

The energy yield sensitivities uses a variance of plus or minus 5% applied to the generation.

#### Power Prices

The power price sensitivity assumes a 10% increase or decrease in power prices relative to the base case for each year of the asset life. While power markets can experience volatility in excess of +/-10% on a short-term basis, the sensitivity is intended to provide insight into the effect on the NAV of persistently higher or lower power prices over the whole life of the portfolio, which is a more severe downside scenario. Base cases are derived from third party consultants' forecasts as described more fully in Part 4 of this Registration Document.

#### Inflation

The Company uses a near-term inflation forecast of 7.8% in 2022, falling to 2.75% for 2023 and then rising to a medium-term inflation forecast of 3.0% for the purposes of UK Asset valuations. From 2030 onwards, this forecast reduces to 2.25% because of the Retail Price Index reform recently announced by the UK Government. In Sweden, the inflation forecast for 2022 is 4.0% for EUR denominated Assets and 2.3% for SEK denominated Assets. In the medium to long term, the inflation forecast is 2% for both EUR and SEK, reflective of central bank target inflation rates.

Models are updated quarterly to reflect inflation to date. Inflation sensitivity of the assumed annual rate plus and minus 0.5% over the economic life of the Asset as presented in the above chart.

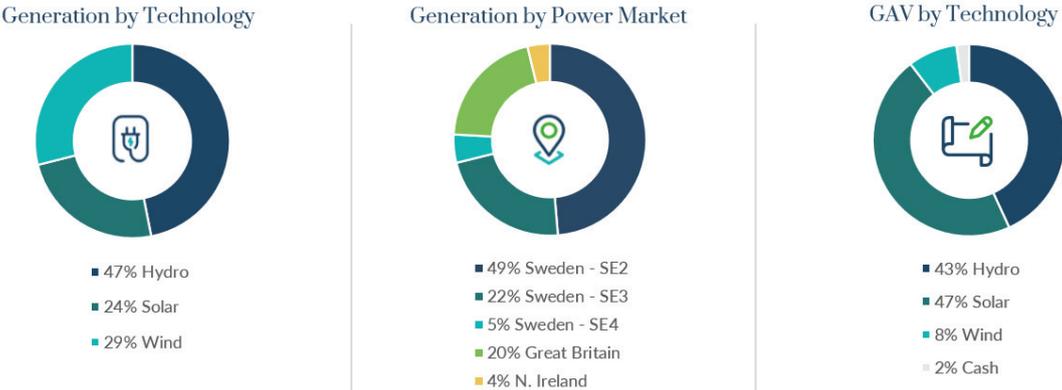
#### Foreign Exchange

The Company's foreign exchange and hedging strategy is set out below in this Part 3 of this Registration Document. A sensitivity of plus and minus 10% is applied to any non-hedged cashflows derived from non-Sterling Assets.

#### **Portfolio Analysis**

The charts below show the Company's current portfolio composition by Technology, geography/ power market, and energy generation, as at the date of this Registration Document.

Figure 4: Breakdown of the Company's portfolio of Assets Technology, geography/power market and energy generation as at the date of this Registration Document



Source: Investment Manager. Unaudited.

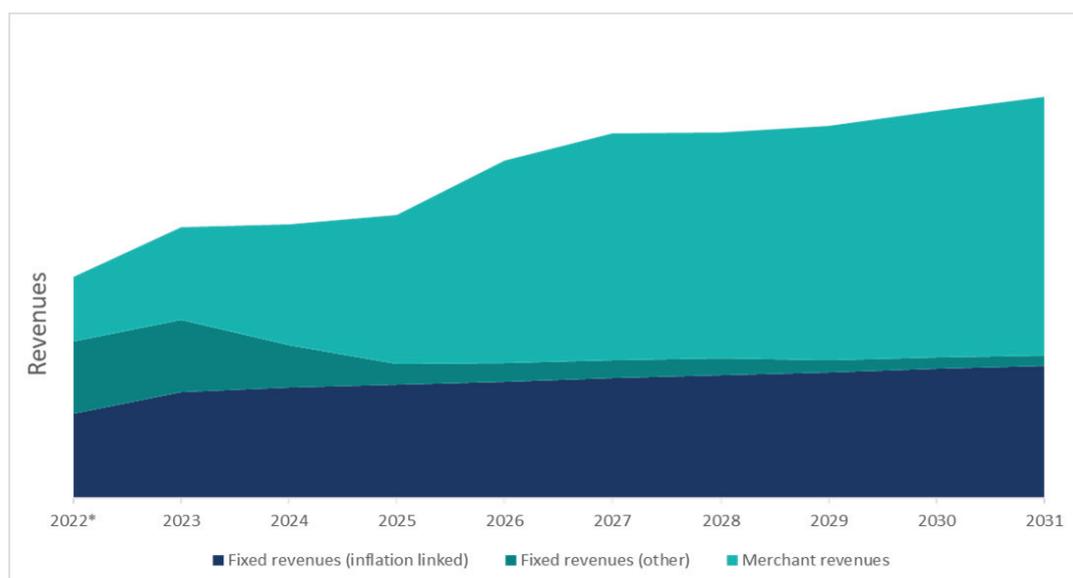
The above breakdown is shown as at the date of this Registration Document. The generation by Technology and generation by power market charts show the percentage of the total annual forecast generation broken down by Technology or power market. The GAV by Technology chart shows the percentage of Gross Asset Value attributed to each Technology. Assets acquired after 31 March 2022 have been valued at cost. Actual energy generated and the split thereof may differ from that forecast.

**Revenues**

The Company's portfolio of Assets has a combination of long-term fixed revenues and merchant revenues. The merchant revenues are the subject of a hedging programme, implemented through PPAs, which progressively fixes more and more of the price exposure the closer the revenues are in time. The graph below sets out the nominal forecast revenues of the Company's portfolio of Assets for the next 10 years.<sup>7</sup>

<sup>7</sup> As at the Date of this Registration Document. The nominal forecast revenues stated below are for illustrative purposes only and are not profit forecasts and should not be taken as an indication of the Company's expected future results. The Company's actual revenues will depend upon a number of factors, including but not limited to, the Company's net income and the valuation of the Assets. Accordingly, potential investors should not place any reliance on this chart, which is being provided for illustrative purposes only, in deciding whether or not to invest in the Company. The calculations have been made using a number of assumptions and inputs including with regard to the future generation of each Asset in the Company's current portfolio. The information shown assumes no changes to the make-up of the Company's portfolio of Assets and no changes to or additional contracts for the sale of electricity, environmental certificates or other attributes. There can be no assurance that the potential revenues, including the split thereof, will be achieved.

Figure 5: Forecast annual revenues for the Company's portfolio of Assets



Source: Investment Manager. Unaudited. Revenues for 2022 only include forecasts in respect of Q2 – Q4 2022.

A significant part of the revenues from the Company's portfolio of Assets are fixed, with higher proportions of fixed revenues in 2022 and 2023 as a result of the Company's hedging programme.

Most of the long-fixed revenues originate from the government support schemes for solar assets in the UK and are directly linked to the Retail Price Index (shown as "inflation linked" in Figure 5 above). Other fixed revenues (shown as "other" in Figure 5 above) are realised through private wire agreements and the Company's hedging programme. As at 31 March 2022, 42% of the forecast 2022 revenues are directly linked to inflation.

The table below details the underlying earnings generated by the portfolio for the 12 months to 31 March 2022. Revenue and operating costs are provided on an accrual basis with tax and debt related payments presented on a cash basis:

Figure 6: Underlying portfolio earnings for the 12-month ending 31 March 2022

	UK	Sweden	Total
<b>Production (Gwh)</b>	91.0	156.1	247.1
<b>Average Revenue per MWh (£)</b>	151.84	29.14	74.34
<b>Portfolio Revenue (£'m)</b>	13.82	4.55	18.37
<b>Portfolio Operating Costs (£'m)</b>	(3.77)	(1.66)	(5.43)
<b>Interest and Debt amortisation (£'m)</b>	(6.86)	(0.00)	(6.86)
<b>Tax (£'m)</b>	(0.00)	(0.13)	(0.13)
<b>Underlying Earnings (£'m)</b>	3.20	2.76	5.95

Source: Investment Manager. Unaudited.

### Gearing

As at the Latest Practicable Date, across the Company's portfolio of Assets there was approximately £102 million of non-recourse, project debt/Asset level debt which includes: (i) €27.4 million (c.£23 million) of non-recourse, project debt which has been drawn under the debt facilities with Skandinaviska Enskilda Banken AB (known as SEB), a leading corporate bank in the Nordics, for Downing Hydro AB; and (ii) £78.6 million of non-recourse, Asset level debt in relation to the Chalkhill solar portfolio Asset. The debt arrangements for Downing Hydro AB and Chalkhill sit at SPV or intermediate holding company level and there is currently no recourse to the Company.

As announced on 3 December 2021, the Company’s wholly owned subsidiary, Dore Holdco Limited secured a £25 million revolving credit facility (“RCF”) with Santander UK plc. The RCF has a four-year term, with the possibility to be extended for a further year, and also includes an uncommitted accordion allowing for an increase in its size. The Company uses the RCF mainly to fund the acquisition of additional Assets and to meet capital expenditure requirements or equity funding commitments in respect of Assets. The RCF can be drawn in GBP and EUR. As at the Latest Practicable Date, £17.3 million has been drawn down under the Revolving Credit Facility.

Total borrowing of the Company is approximately 38% of Gross Asset Value.

**Foreign Exchange and Hedging Strategy**

*Foreign Exchange*

Free cashflows from Assets that are generated in a non-Sterling currency are converted in each period they are earned using the actual currency hedges in place, with the residual amounts subsequently converted at the prevailing exchange rate.

In the Company’s valuation models, the relevant exchange rate for the residual amounts is taken from a forward curve provided by the Company’s foreign exchange advisers for ten years, after which point the exchange rate is held constant due to the impracticalities of hedging currency further into the future. Under this approach, the valuation is the present value of a set of Sterling cash flows.

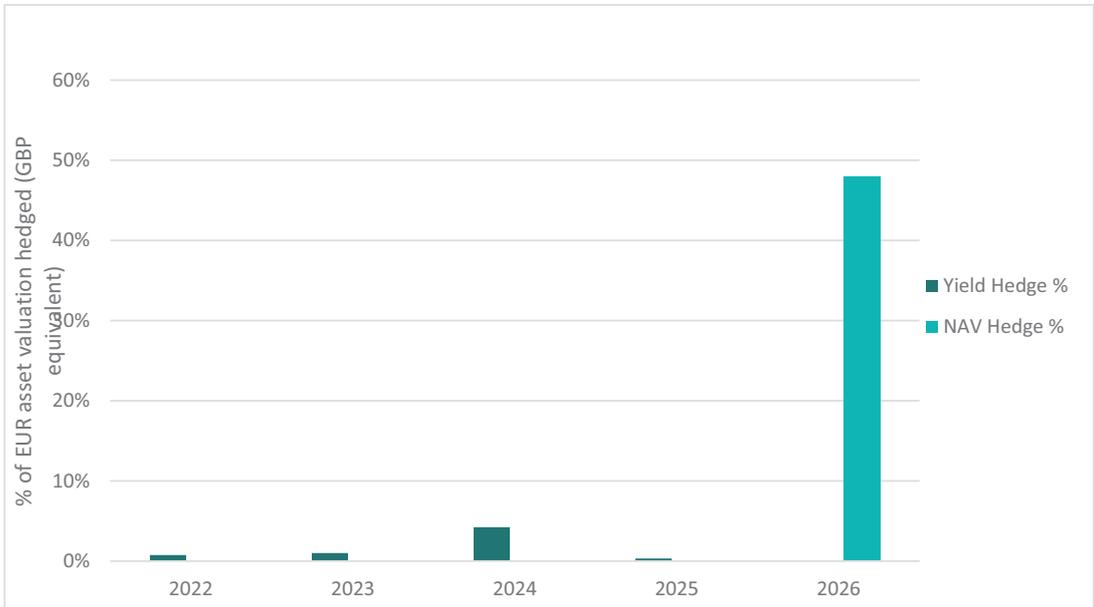
*FX hedging*

The Company has entered into a series of EUR:GBP FX hedges in an amount equal to EUR63 million, which represents c.48% of the valuation of the Euro denominated Assets as at the date of this Registration Document.

The Company has also entered into a series of EUR:GBP FX hedges in relation to the future dividends of the Euro denominated Assets. Where possible, the Company has a linear reducing hedging policy for dividends over a five-year term.

The FX hedging position as at the date of this Registration Document is set out in the graph below.

Figure 7: The Company’s FX hedging position as at 31 March 2022



Source: Investment Manager. Note that c.77% of NAV is in non-Sterling Assets.

*Power hedging*

The Company’s hedging strategy is specific to each Technology and price region and is tailored to the availability of hedging products (baseload or pay-as-produced) and market liquidity.

Whilst Great Britain and, together Ireland and Northern Ireland, each have a single electricity market and price zone, the Nordic region is divided into a variety of different price zones which have different supply and demand dynamics and limitations on interconnections, resulting in differing outturn electricity prices. The Company has investments in the SE2, SE3 and SE4 price zones in Sweden.

Figure 8: Map showing different price zone in Sweden



Source: Nord Pool Spot, Bidding Areas, <https://web.archive.org/web/20151225045741/http://www.nordpoolspot.com/How-does-it-work/Bidding-areas/>

Set out below is a short summary of the Company’s hedging strategy for the existing Assets.

- UK solar:
  - underpinned by long term government subsidies;
  - private wire arrangements add further long-term fixed revenues;
  - pay-as-produced energy sales contracts standard for merchant revenues; and
  - six season (3 year) rolling hedging programme adopted.
- Sweden hydro and wind:
  - pursue long-term contractual offtake with creditworthy counterparty where attractive pricing can be secured;
  - baseload energy sales contracts standard for merchant revenues;
  - 10 season (5 year) rolling hedging programme adopted where market liquidity permits (SE3); and
  - shorter term hedging programme where market liquidity is lower (SE2).

In relation to its merchant revenues, the Company has fixed price sales for 97% of its forecast UK generation for 2022, decreasing to 55% in 2024. The Company has fixed price sales for 48% and 44% of its forecast generation in the SE3 price zone in Sweden for 2022 and 2023 respectively, and 32% and 17% of its forecast generation for the SE2 price zone in Sweden for 2022 and 2023 respectively.

## 2 PIPELINE

As at the date of this Registration Document, the Investment Manager has identified a number of Assets with an aggregate equity value in excess of £4 billion across five countries and six Technologies which the Investment Manager considers would meet the Company's investment policy and therefore would potentially be suitable for acquisition by the Company ("**Pipeline Assets**"). The Investment Manager is in bilateral and/or exclusive discussions in relation to near-term Pipeline Assets with a total equity value in excess of £200 million.

The Investment Manager has undertaken preliminary due diligence in relation to the near-term Pipeline Assets in respect of which it is in exclusive or bilateral discussions and certain of the other Pipeline Assets, however, investors should note (i) offers (binding or non-binding) have not necessarily been made in relation to such near-term Pipeline Assets or other Pipeline Assets; (ii) no contractually binding obligations for the sale and purchase of any of the near-term Pipeline Assets or other Pipeline Assets have been entered into by the Investment Manager or the Company; and (iii) the Investment Manager is under no obligation to make any of the near-term Pipeline Assets or other Pipeline Assets available to the Company and will apply its Allocation Policy in respect of the allocation of such Assets among Downing Managed Funds. Further details in relation to the Investment Manager's Allocation Policy are set out in paragraph 6 of this Part 3. To the extent that they are acquired, the Investment Manager intends to allocate all or part of the near-term Pipeline Assets numbered 1, 2 and 3 in the table set out in Figure 11 of this Part 3 to the Company. To the extent that they are acquired, the other near-term Pipeline Assets shown in Figure 11 will be allocated in accordance with the Allocation Policy.

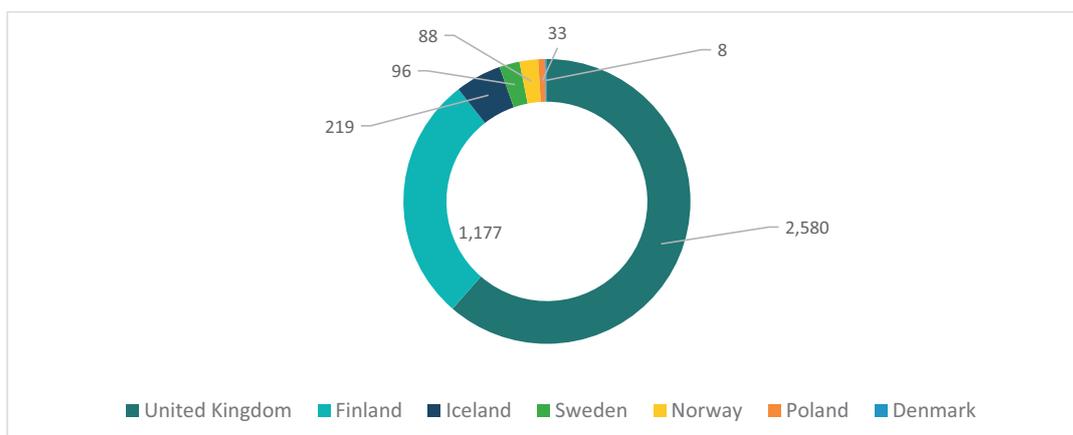
There can be no assurance that any of the near-term Pipeline Assets or other Pipeline Assets will remain available for purchase after Initial Admission or, if available, at what price (if a price can be agreed at all) the investments can be acquired by the Company. Following Initial Admission, the Investment Manager may or may not pursue any Pipeline Assets. Investments not comprised within the Pipeline Assets may also become available. The individual holdings within the Company's portfolio may therefore be substantially different to the Pipeline Assets.

As detailed in paragraph 6.8 of Part 7 of this Registration Document, on 3 December 2021, Dore Holdco Limited, a wholly-owned subsidiary of the Company entered into the Revolving Credit Facility. It is anticipated that any new investments that are made between the date of this Registration Document and Initial Admission will be financed through monies drawn down under the Revolving Credit Facility. The Initial Issue Gross Proceeds will be used to repay monies drawn down by the Company under the Revolving Credit Facility as at Initial Admission. As at the Latest Practicable Date, £17.3 million has been drawn down under the Revolving Credit Facility. Any net proceeds in excess of the amount drawn under the Revolving Credit Facility on Initial Admission shall be deployed to purchase investments which are consistent with the Company's investment objective and investment policy.

### Characteristics

The Pipeline Assets are diversified by geography as shown in the graph below.

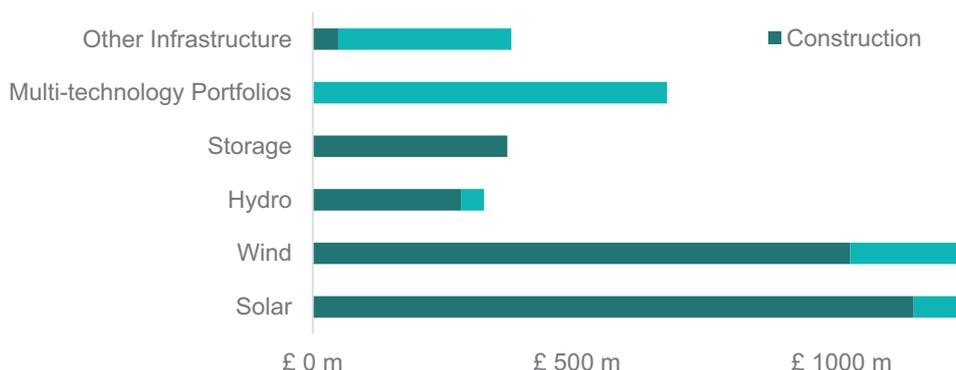
Figure 9: Pipeline Assets by geography (Anticipated equity investment, £ millions)



Source: Investment Manager

The Pipeline Assets are also diversified by Project Stage and Technology, with the chart below showing the Pipeline Assets broken down by Technology and the colour scheme showing whether it is operational, or in construction/construction-ready.

Figure 10: Pipeline Assets by Technology/Project Stage



Source: Investment Manager

As shown above, the Pipeline Assets constitute:

- Wind: Operational projects totalling c.£209 million and construction projects totalling c.£1,016 million anticipated equity investment respectively;
- Solar: Operational projects totalling c.£103 million and construction projects totalling c.£1,136 million anticipated equity investment respectively;
- Hydro: Operational projects totalling c.£44 million and construction projects totalling c.£280 million anticipated equity investment respectively;
- Battery storage: Construction projects totalling c.£368 million anticipated equity investment;
- Multi-technology portfolios: Operational projects totalling c.£670 million; and
- Other infrastructure: Operational projects totalling c.£327 million and construction projects totalling c.£48 million anticipated equity investment respectively.

The following table provides an overview only of certain characteristics of the near-term Pipeline Assets with a total equity value in excess of £200 million in respect of which the Investment Manager is either in bilateral and/or exclusive discussions.

Figure 11: Selection of near-term Pipeline Assets in relation to which the Investment Manager is in bilateral and/or exclusive discussions

Asset	Geography	Technology	Project Stage	Capacity (MW)	Number of assets	Support scheme / PPA arrangement	Under exclusivity/ bilateral
1	Sweden	Electricity Grid	Operational	N/A	1	N/A	Yes
2	Sweden	Hydro	Operational	4.5	7	Green Certificates	Yes
3	Sweden	Hydro	Operational	0.75	1	Green Certificates	Yes
4	Norway	Hydro	Construction	38	9	N/A	Yes
5	UK	Wind	Operation	36 (proportionate for equity stake)	91	ROC / PPA	Yes
6	UK	Solar	Operation	33	8 Rooftop assets	FIT / ROC	Yes

Source: Investment Manager

To the extent that they are acquired, the Investment Manager intends to allocate all or part of the near-term Pipeline Assets numbered 1, 2 and 3 in the table set out in Figure 11 above to the Company. To the extent that they are acquired, the other near-term Pipeline Assets shown in Figures 11 will be allocated amongst the Company and other Downing Managed Funds in accordance with the Allocation Policy.

*Notes to Figure 11 above:*

1. The Investment Manager is in bilateral discussions in relation to the acquisition of an electricity distribution network in Sweden with a total cable length of around 400km. The revenues of the business are regulated and provide long term stable cashflows that do not have any merchant power price exposure.
2. The Investment Manager is in bilateral discussions to acquire a 100% shareholding in a portfolio of seven operational run-of-river hydro power plants with storage capacity in Sweden with an estimated annual production of c.14GWh. The sites are located in pricing areas SE2 and SE3.
3. The Investment Manager is in bilateral discussions to acquire a 100% shareholding in an operational run-of-river hydro power plant in Sweden with an estimated annual production of c.6GWh. The site is located in pricing zone SE2.
4. The Investment Manager has secured exclusive rights in respect of a pipeline of construction-ready hydro power plants with up to at least 50 GWh of production in Norway to be developed over the next 3 years by a local developer.
5. The Investment Manager is in bilateral discussions to acquire a minority stake in a large offshore wind farm located in the UK's territorial waters. The project has been operational for around 3 years with a capacity of more than 500MW. It receives UK ROC alongside the sale of exported power.
6. The Investment Manager is in bilateral discussions to acquire a 33MW UK solar PV portfolio, comprising 8 ground mounted sites and c.1600 commercial and residential rooftop installations. The portfolio has an estimated annual production of c.32GWh and benefits from high levels of fixed revenues, principally derived from FiT and ROC subsidies.

In addition to the near-term Pipeline Assets set out in Figure 11 above, Downing's renewable energy project development team has established an investment pipeline of solar, wind and battery storage projects, which are at various stages of progression. Further details in respect of this investment pipeline are set out in Figure 12 below. These Assets are expected to be construction-ready, subject to the relevant consents being obtained and contracts being entered into, between 2022 and 2026 and have a total anticipated equity investment of in excess of £1.4 billion. Downing does not have control over these projects at this stage but, subject to the relevant transactions progressing, Downing will offer any such opportunities solely to Downing Managed Funds and, in accordance with the Allocation Policy, the Company expects to participate in the allocation of transactions from this pipeline and anticipates the opportunity to acquire construction projects as well as to acquire operational Assets that have been originated from this pipeline.

Figure 12: Investment pipeline of solar, wind and battery storage projects

Asset	Geography	Technology	Project Stage	Capacity (MW)	Support scheme / PPA arrangement
1	UK	Solar and battery	Construction	1,320	N/A
2	UK	Battery Storage	Construction	800	N/A
3	UK	Wind	Construction	116	N/A

Source: Investment Manager.

The Investment Manager believes that the benefits of investing in the Nordic regions in addition to the UK and Ireland include:

- a less crowded investor space;
- a wider pipeline of investment opportunities;
- access to certain Technologies such as hydro and geothermal projects that are not readily available in the UK and Ireland; and
- access to a developed corporate PPA market for long-term arrangements with credit-worthy Offtakers (corporate PPAs being with corporate end-users of electricity rather than with electricity utilities).

The present focus is on opportunities in the UK, Ireland and Nordic regions. The transaction opportunities within the Pipeline Assets cover the breadth of potential Technologies:

- Core renewables:
  - **Hydro:** There are portfolios of operational hydroelectric plants currently available in Sweden, Norway and Iceland. There are limited construction opportunities in this space but the Pipeline Assets include an exclusive construction pipeline in Norway under a framework agreement with a local developer.
  - **Wind:** Potential opportunities in the wind sector are present across each of Finland, Sweden, Poland and the UK. Nordic opportunities tend towards construction-ready projects where the more advanced corporate PPA market is supplanting subsidies. Operational projects are also being brought to market in both the UK and the Nordic regions.
  - **Solar:** Solar opportunities are mainly available in the UK and increasingly in the Nordic regions. Unsubsidised in-construction and construction-ready opportunities dominate, with a series of corporate PPA tenders forming a large part of the market opportunity. There is more limited secondary market activity in operational solar assets benefitting from long-dated subsidies. Some of the exclusive/bilateral opportunities listed above are in this segment.
- Other Infrastructure:
  - **Utilities:** Select opportunities are present in the Nordic regions to invest in integrated utilities and multi-utilities that operate across electricity, district heating and fibre businesses. In particular, the Investment Manager has a bilateral opportunity in Sweden currently under negotiation that could provide attractive diversification for the Company's portfolio of Assets.
  - **District heating:** The Investment Manager has identified opportunities across the Nordics to invest in local and regional heat networks, through direct investment in utilities (per above), or their standalone district heating businesses. Alongside the heat network itself such businesses may own combined heat and power plants providing heat generation.

### **Use of proceeds**

The Directors intend to use the Initial Issue Net Proceeds to repay outstanding monies which have been drawn down under the Revolving Credit Facility. Any net proceeds in excess of the amount drawn down under the Revolving Credit Facility on Initial Admission shall be used for general corporate purposes and to purchase investments which are consistent with the Company's investment objective and investment policy.

### 3 INVESTMENT PROCESS

The Investment Manager sources investment opportunities from its established global network in the renewable energy market. In addition, the Investment Manager sources prospective investments from other Downing Managed Funds.

The Company predominantly makes its investments via a series of wholly owned SPVs which individually own the Assets within the Company's portfolio. The jurisdictions in which the SPVs are incorporated are typically determined with reference to the location of the Assets. In addition, the SPVs enter into asset management agreements with a wholly owned subsidiary of the Investment Manager (the "**Asset Manager**"), pursuant to which the Asset Manager provides the SPVs with asset management services in respect of the relevant Asset that would otherwise be outsourced. Further details are given in paragraph 6.4 in Part 7 of this Registration Document.

The investment process in general proceeds in the stages described below. The Investment Manager's reporting and decision-making process is conducted whether the potential transaction is an investment, a disposal or a refinancing of an existing Asset.

#### ***Deal Screening***

Each prospective investment is first assessed against the Company's investment objective and investment policy. Full consideration is also given to the Company's ESG policy so as to ensure consideration is given to the wider stakeholder impacts and risks inherent in the Company's investments and decision making. If a prospective investment is considered potentially suitable and in line with the ESG policy, a high level financial and economic analysis and review of the investment is undertaken by the Investment Manager.

#### ***Deal Memorandum***

The Energy and Infrastructure ("**E&I**") investment team performs an initial review of an investment opportunity and prepares a short summary ("**Deal Memorandum**") which is shared with the senior management of the Investment Manager and members of the Investment Manager's investment committee ("**IC**"). The Deal Memorandum includes an overview of the opportunity, key characteristics, investment rationale, summary returns, key risks and next steps. Consideration is given to matters such as suitability (from a portfolio, investment objectives and ESG perspective), high level returns, capital structure, likely transaction structure and process. Other matters highlighted at this stage include key risks and items to focus on in due diligence.

Following discussion and approval of the Deal Memorandum, the investment team will proceed to submit a non-binding offer in relation to the opportunity. A *de minimis* initial budget for due diligence may also be approved at this stage.

#### ***First Stage Investment Committee Approval***

Should a transaction proceed to a stage where significant third-party due diligence costs are required to be incurred, the investment team prepares a memorandum with the aim of obtaining first stage IC approval ("**Stage 1 Investment Paper**").

The Stage 1 Investment Paper includes a detailed review of the opportunity. The Stage 1 Investment Paper sets out the investment technology and stage of development, suitability, key risks, returns, jurisdiction and the regulatory and policy background. Detail is also included on the transaction process and timetable and approval is sought for a due diligence budget.

The Stage 1 Investment Paper then continues to outline the key value drivers underpinning the projected returns, principal contractual arrangements, counterparties and stakeholders (including their experience and track record in the sector), an overview of prior performance (where the Asset is operational), initial identified risks and proposed due diligence process, advisors and their proposed scopes of work. Any debt or hedging requirements are also considered at this stage.

The impact on the Company's portfolio of a proposed investment in any Asset is also outlined. Portfolio composition, concentration, revenue mix and wholesale electricity price exposure are each highlighted before and after inclusion of the proposed investment in an Asset.

Following first stage IC approval, the investment team is authorised to carry out detailed due diligence within the approved budget and negotiate commercial terms and transaction documentation. This approval is reported to the Board by the Investment Manager.

Where any potential transactions involve unusual tax implications, low tax jurisdictions, unusual structuring or have significant complexity, potential financial exposure or risk, new technologies or geographical jurisdictions or deviation from approved policies, the investment team consults the Board before the Investment Manager starts detailed due diligence and negotiation of the commercial terms of the proposed investment.

External advisers in relation to a proposed investment are appointed through the Investment Manager's adviser appointment process. Generally, the approach to adviser selection is to undertake a tender process amongst the preferred advisers for which the Investment Manager has secured preferential rates, to ensure the Company can get the best price and quality for the work required.

### ***Transaction Execution***

Following first stage IC approval, the investment team and technical, commercial and energy market specialists from the Investment Manager's E&I asset management team work together to conduct detailed due diligence, utilising external professional advisers (including technical, legal, insurance, financial and tax advisers) where needed.

Technical due diligence typically includes a physical site visit and a review of the designs, the construction and maintenance contracts, the planning permissions, accreditations, the grid connection agreements, health and safety assessments and energy yield assessments. In addition to this, where an Asset is operational, an analysis of prior performance data and operations and maintenance reports is undertaken.

Legal due diligence typically involves external legal advisers reviewing and advising on the contractual structure, the property documents (such as leases, easements, wayleaves and origins of title to land), the planning permissions, the grid connection agreements, construction and maintenance contracts and offtake arrangements.

Financial and tax due diligence typically includes a review of the project budgets, the project financial models, historical financial statements and tax returns. Where a site is operational, the energy yield assessment takes into account prior operational performance and the financial and tax due diligence includes a review of prior financial performance.

The Company typically invests in Assets held through corporate structures where the Investment Manager also conducts appropriate due diligence on the corporate entities and counterparties to ensure that they are competent, stable and appropriate. In addition to this, where the Company makes investments in Assets held in shared ownership or co-investment arrangements, the Investment Manager will negotiate shareholder arrangements and constitutional documents to ensure the interests of the Company are appropriately protected.

The investment and asset management teams direct, review and assess the due diligence findings in order to arrive at an informed view on the risks involved and possible mitigants. The external professional advisers also work with the Investment Manager's teams to establish the optimum financial and tax structures for the prospective investment.

At the same time as carrying out due diligence, the investment team enters into negotiations for the commercial terms with the vendor crystallising whether the deal represents an investable proposition. The team also engages with ESG related risks and opportunities via additional due diligence as needed and via engagement with the seller and related counterparties.

If key aspects of the prospective deal change during this stage, such as key changes in returns, or material risks are encountered during due diligence, then the investment team may revert back to the IC to ensure that the IC is satisfied that the transaction parameters remain with the existing approvals.

### ***Final Investment Committee Approval***

Once due diligence and negotiations have substantially completed, a comprehensive investment paper (in the same format as the Deal Memorandum for first stage IC approval) is prepared for the IC and, if approved, shared with the Board and the AIFM ("**Final Investment Paper**"). This Final Investment Paper includes a summary of the due diligence findings, detailed forecasts of operational and financial performance, returns and sensitivity analysis and a comparison of the transaction against prior transactions by the Company and comparable transactions in the wider market.

The Final Investment Paper also includes details of the ESG evaluation, measures to ensure effective stewardship of these principles on an ongoing basis, reporting protocols against agreed ESG KPIs and how periodic reviews will be conducted.

The Board has the opportunity to make such observations and comments as it thinks fit on the Final Investment Paper, communicating such observations and comments to the IC. The IC considers and takes account of the observations and comments received from the Board and, if necessary, re-evaluates the proposal to ensure that it is in line with the Company's investment objectives and policy which may result in additional due diligence and analysis requests. Save as set out below, any decision to proceed with a transaction shall be the sole responsibility of the Investment Manager. The acquisition of Assets by the Company from, disposal of Assets by the Company to, or co-investment by the Company with other Downing Managed Funds is subject to approval from the Board (all of whom are independent of the Investment Manager) prior to the acquisition, disposal or co-investment proceeding.

### ***Pre-Completion***

The investment team facilitates completion of the transaction through provision of the following services:

- negotiating the final forms of all transaction documents;
- ensuring appropriate insurance is put in place; and
- establishing the relevant company structure and necessary bank accounts.

Prior to completion, a note is issued by the investment team to the IC outlining any material changes since the IC's final approval of the transaction on the basis of the Final Investment Paper and seeking their approval to complete the transaction on that basis.

### ***Post Completion***

During the transaction process the asset management team starts on-boarding the Asset to its systems. After the completion and execution of the transaction, the investment team finalises handover by completing a checklist documenting matters, including:

- registration of documentation with the relevant authorities and filing of company secretarial documents;
- filing of insurance policies, legal bible, completion statements, loan notes, share certificates etc.;
- clearance of any conditions subsequent;
- confirmation of cash receipts/payments by solicitors;
- balance sheet opening position;
- scheduling of SPV board meetings, accounting timelines etc.;
- scheduling of debt service payments and reporting requirements;
- setup and reporting on KPIs:
  - operational;
  - financial;
  - commercial; and
  - ESG.

The Investment Manager reports on the ESG metrics set out in the table below to give investors insight into the progress of the Company's portfolio of Assets and the Company's governance.

Figure 13: the Investment Manager’s ESG metrics

<b>Environmental</b>	<b>Social</b>	<b>Governance</b>
Renewable energy capacity	Jobs supported	Board independence & expertise
Renewable electricity / heat generated	Number of accidents, injuries and fatalities	Ratio male to female board members and wider board diversity
GHG emissions avoided	Existence of a formal community engagement / complaints handling process	ABC policies in place and regularly reviewed
GHG emissions (scope 1 and 2)	Number of engagements with stakeholders including local community complaints	Material contractor due diligence
Proportion of purchased energy from renewable sources	Ability to host education visits	
Action taken to avoid or minimise habitat degradation	Education/community visits	
Natural habitat creation / restoration	Community fund contributions	
Environmental incidents including non-compliance with permits / regulations		

Source: the Investment Manager.

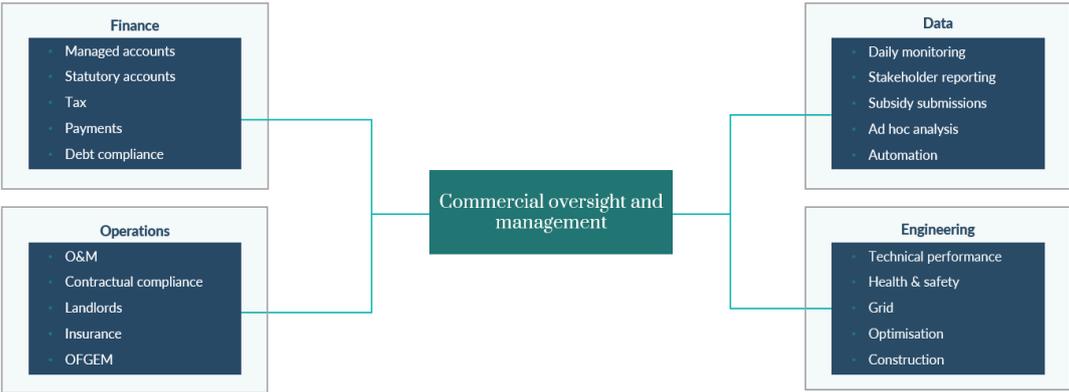
**4 ASSET MANAGEMENT**

The Investment Manager’s proactive approach to asset management allows direct control of key decision making, risk management and performance optimisation. The Investment Manager considers asset management as a fundamental pillar to ensuring proper performance and governance and thereby protecting, and creating, value for the Company.

The E&I asset management team has dedicated engineering, commercial, data, financial and operations functions with each function being responsible for providing the relevant scope of services to the Assets. The management team sits above the specialist functions and provides oversight as to Asset and service performance, as shown in the structure diagram in Figure 14 below.

The functions work across a standardised data model, ensuring communication is efficient and that the team is always working with the latest and most accurate information.

Figure 14: E&I asset management team structure



Source: Investment Manager

Key employees dedicated to asset management spend time working with the investment team to ensure management strategies are consistently applied and practical in the context of asset specific requirements. The engineering function reviews technical specifications and contracts early on in an investment appraisal and contributes directly to the investment process. This enables the on-boarding and gathering of knowledge around new Assets to start as early as possible and ensures Asset specific risks are properly addressed during the investment process.

Where Assets are funded through construction, the engineering function leads the technical delivery of those projects and ensure construction risk is managed appropriately.

The Investment Manager believes class-leading asset management is most effectively achieved by performing all ancillary and administrative functions within the same team. These functions include, but are not limited to, data gathering and analysis, bookkeeping, corporate administration and treasury functions. Day-to-day site-based activities are contracted to specialist operators. Consequently, the asset management team is responsible for directing the activity of the third-party contractors, managing key commercial contracts (construction, maintenance and leases), bookkeeping and accounting, portfolio performance and reporting to stakeholders (including the Board). In doing so, the key areas of focus are:

- portfolio performance against key metrics;
- asset level performance including operational and financial performance;
- contractor performance including compliance with contractual obligations and identifying opportunities for optimisation;
- supporting the Investment Manager in the valuation process;
- ESG compliance, governance, health, safety and environmental and regulatory compliance; and
- stakeholder and counterparty management, including Offtakers, communities, finance providers and investment partners.

The asset management team has significant experience of energy and carbon markets and oversees the sale of the power generated by the Company’s portfolio of Assets, implementing route-to-market strategies based on underlying investment needs. By utilising the scale of electricity generating assets under management, the team seeks to achieve attractive risk adjusted pricing for the electricity generated by the Assets. During this contracting process, the team seeks to structure deals that drive competitive tension whilst allowing flexibility to facilitate further price hedging during the contract term.

A wholly owned subsidiary of the Investment Manager acting as the Asset Manager charges fees for the performance of the asset management services that would otherwise be outsourced. The provision and costs of these services are governed by the Asset Management Agreement which serves as a framework agreement under which each relevant SPV once Assets have been acquired and the exact scope of the asset monitoring activities can be finalised will enter into its individual

asset management agreement. The scope of services and charging schedules for each Asset are negotiated on an arm's length basis and subject to final approval by the Board.

## 5 REPORTING

The Investment Manager provides updates to the Board and the AIFM on the status, performance and progress of the Company's portfolio of Assets on a quarterly basis with additional updates being made where significant events have occurred which may impact the Company's income, expenditure or NAV.

The AIFM undertakes valuations of the Assets acquired by the Company as at the end of each calendar quarter based on information provided by the Investment Manager. The Board reviews the operating and financial assumptions, including the discount rates, used in the valuation of the Company's underlying portfolio and approves them taking into account the recommendations of the Investment Manager.

The Board may also ask for additional external valuations to be carried out from time to time at its discretion. The AIFM calculates the Net Asset Value and the Net Asset Value per Ordinary Share based on information provided by the Investment Manager as at the end of each quarter and submits the same to the Board for its approval.

## 6 ALLOCATION POLICY

Subject always to the terms of the Company's investment policy, as amended from time to time, allocations of investments among the Company and other Downing Managed Funds is made in accordance with the Investment Manager's Allocation Policy.

### ***Role of Conflicts Committee***

The Investment Manager's conflicts committee (the "**Conflicts Committee**") is responsible for ensuring that the Investment Manager allocates opportunities amongst all Downing Managed Funds on a fair and equitable basis over time in line with the Allocation Policy. It ensures that decisions are made in the best interests of the relevant Downing Managed Funds, acting within the investment policy of those funds, and that allocations comply with all statutory, regulatory, fiduciary and contractual obligations. As at the date of this Registration Document, the Conflicts Committee has an independent chair and its other members include, Danielle Jones (Head of Compliance of the Investment Manager) and James Weaver (COO of the Investment Manager).

### ***Role of the Investment Committee***

The Investment Manager's investment committee (the "**IC**") is responsible for applying the Allocation Policy to investments and divestments to be made by Downing Managed Funds. As at the date of this Registration Document, the Investment Committee members include Kostas Manolis (Head of Unquoted Investments of the Investment Manager), Tony McGing (Chief Executive Officer of the Investment Manager) and Andy Jameson (Non-Executive Directive).

Decisions may be referred by the Investment Committee to the Conflicts Committee, for any reason, such as an event arises that isn't covered in the Allocation Policy or on the recommendation of the Energy & Infrastructure investment team. In such cases, the Conflicts Committee may review, and provide an opinion on recommendations made by the Investment Committee under the Allocation Policy.

The Investment Manager will give no preferential treatment to any single Downing Managed Fund such that all Downing Managed Funds with substantially similar investment strategies should receive equivalent treatment.

Where an investment opportunity falls within the investment parameters of two or more Downing Managed Funds, the Investment Manager will allocate that opportunity amongst the Downing Managed Funds on a fair and equitable basis over time, taking into account such considerations as it deems appropriate, which include, but are not limited to, the considerations set out below:

- returns and risk profile;
- investment quantum and availability of capital (current obligations, portfolio liquidity and future contingent liabilities);

- investment policy and restrictions;
- use of leverage and any restrictions on leverage;
- recent decisions under the Allocation Policy relating to allocations amongst the relevant Downing Managed Funds;
- portfolio composition;
  - where follow on opportunities exist, whether the relevant Downing Managed Fund has the ability to accommodate a connected or follow-on investment and consideration is also given to any economies of scale of such follow-on investments; and
  - whether it is in the best interests of two or more Downing Managed Funds to co-invest in an investment opportunity; and
- legal, tax and regulatory considerations.

The Investment Manager maintains a record of all determinations made with respect to allocations under its Allocation Policy and, subject to any confidentiality obligations, will provide details of decisions by the Investment Committee relating to the Company to the Board.

## **7 CONFLICTS OF INTEREST**

### ***Conflicts generally***

The AIFM and the Investment Manager maintain and operate effective organisational and administrative arrangements to ensure that all appropriate steps are taken to identify, disclose, prevent and manage conflicts of interest.

Each of the AIFM and the Investment Manager have in place a conflicts committee to consider proposals or situations which could generate conflicts of interest. Each conflicts committee assesses the potential day to day conflicts which may arise and determines whether the conflict is being or will be appropriately managed and, if not, what action is required. Each conflicts committee may also periodically monitor conflicts it has previously reviewed to determine if controls are still adequate.

All relevant identified conflicts of interest of the AIFM or the Investment Manager are and will be disclosed to the Board and the Directors are responsible for establishing and regularly reviewing procedures to identify, manage, monitor and disclose conflicts of interests relating to the activities of the Company.

General arrangements put in place to identify, disclose, prevent and manage conflicts of interest include:

- maintenance of insider lists and a register of outside business interests and personal account dealing rules;
- controls over the handling and flow of confidential and inside information;
- general disclosure of the possibility of material interests to clients at an early stage of the relationship; and
- where appropriate and proportionate, organisationally and hierarchically keeping certain functions, such as compliance, separate from client facing teams.

The AIFM and the Investment Manager address specific actual or potential conflicts through one or more of the following options:

- application of the above-mentioned measures and precautions;
- declining to act;
- all decisions as to the appropriate management of any conflict of interest are based on the overriding principal that the parties must act in the interests of, and to ensure fair treatment of, the client(s);
- disclosing the conflict or material interests to the client(s) or other affected parties at the beginning of the relationship and obtaining its/their consent to the AIFM and/or Investment Manager, as appropriate acting for it/them;

- where appropriate, independent scrutiny of the proposed course of action.

### ***Allocation of investments***

The Investment Manager manages other Downing Managed Funds pursuing similar investment strategies to that of the Company and which may be in competition with the Company. The appointment of the Investment Manager by the Company and the AIFM is on the basis that the Investment Manager may manage and advise other investment vehicles. The Company has already to date, and it is expected that the Company will in the future, enter into transactions with other Downing Managed Funds as a counterparty when acquiring, co-investing, or, if the opportunity arises, disposing of certain Assets. The procedures designed to deal with any potential conflicts of interest at the level of investment decision making are set out under the heading “Allocation Policy” in this Part 3.

Further, where the Company enters into any transaction with other Downing Managed Funds as a counterparty such transaction is subject to approval by the Board.

### ***Transactions between Downing Managed Funds***

The Investment Manager has established procedures in place to ensure that the interests of clients are protected to the maximum extent reasonably possible in these circumstances. They include (but are not limited to):

- submission by the transaction team of a memorandum identifying the relevant conflicts and the steps taken to prevent and/or manage them to the Conflicts Committee;
- disclosure of the relevant conflicts to the independent boards of both the Company and the relevant Downing Managed Fund;
- separate buy and sell side external legal advisers;
- separate buy and sell side transaction teams at the level of the Investment Manager, with both physical separation and the implementation of information barriers;
- a fairness opinion on the value of the Asset to be acquired from an independent expert; and
- approval of the proposed transaction by the independent boards of both the Company and the relevant Downing Managed Fund.

More generally, the Investment Manager may have rendered certain services such as origination, management or other services for the benefit of previous and/or existing Downing Managed Funds which held or hold an interest in an asset targeted by the Company and in return the Investment Manager may have received fees for such services. As a result, the Investment Manager might be subject to a conflict of interest resulting from their previous involvement in relation to such asset. This may on occasion give rise to conflicts of interest which the Investment Manager will manage in accordance with its policies and procedures relating to conflicts of interest above.

### ***Conflicts relating to the Investment Manager's role as asset manager***

The Investment Manager's asset management team may provide management and administrative services to the SPVs, which typically do not have their own employees. This creates a conflict of interest with the Investment Manager who monitors the performance of the provider of these services. The provision and costs of these services is governed by the Asset Management Agreement which serves as a framework agreement for each relevant SPV once Assets have been acquired and the exact scope of the asset monitoring activities can be finalised. The scope of services and charging schedules for each Asset is negotiated on an arm's length basis and subject to final approval from the Board.

Save as set above, as at the date of this Registration Document, there are: (i) no actual or potential conflicts of interest between any duties owed to the Company, the Directors, the AIFM or the Investment Manager or any of the Directors and their private interest or duties; and (ii) no material potential conflicts of interest which any of the services providers to the Company may have as between their duty to the Company and duties owed by them to third parties and their other interests.

## PART 4

### MARKET BACKGROUND

#### 1 MARKET BACKGROUND

##### *Overview of the opportunity*

In 2020, the UN Environment Programme issued a report which analyses all current public and private sector commitments through to 2030 which total around US\$1 trillion to deliver 826 GW of new renewable energy capacity (excluding hydropower). It noted that this is significantly below the level needed to meet global emissions targets under the 2016 Paris Agreement's 2°C scenario, and is also considerably less than the prior decade's achievement of 1,200GW of new capacity for USD\$2.7 trillion. Bloomberg New Energy Finance forecasts a requirement of 12TW of new capacity at an investment size of USD\$13.3 trillion through to 2050, three quarters of which is in renewables.

The International Energy Agency ("IEA") has also identified that there is still some way to go to getting the world on track for net zero emissions by 2050, the pledge that was reiterated at the 26<sup>th</sup> Conference of Parties ("COP26") of the United Nations Framework on Climate Change, in Glasgow in November 2021. The IEA suggests that around 70% of clean energy investment will need to be carried out by private developers, consumers and financiers responding to market signals and policies set by governments. The fundamental drivers behind such growth remain:

- broad political support for renewable energy deployment, with increasing awareness of the need to transition to 'net zero' emission economies as quickly as possible;
- the electrification (in particular of heat and transport networks) as key to achieving such net zero targets. The International Renewable Energy Agency's ("IRENA") Roadmap to 2050 sees electrification of energy use reaching 50% by 2050 (from 20% in 2019);
- significant growth in renewable energy and its associated infrastructure being critical to meeting the required emission reductions across an expanding electricity generation sector; and
- increased focus on energy security, particularly brought into focus as a result of the recent invasion of Ukraine.

##### ***Common revenue streams for renewable energy generators***

A number of sources of revenues are available to renewable energy generators depending on various factors, including the type of technology used, the project location, and its commissioning date.

Power Purchase Agreements ("PPAs") are contracts between an electricity generator and a buyer to sell electricity produced by the generator for a given period of time. Pricing can be variable, typically determined by reference to an index, or can be fixed for a given period, or a combination of the two. PPAs often incorporate the sale of green certificates (see below).

The following revenue sources are of most significance in appraising renewable energy generators:

##### *Wholesale electricity*

Electricity cannot (currently) be easily stored at scale, therefore demand must be quickly balanced against supply through the wholesale markets, which enable trade of electricity between suppliers, generators, traders and customers. A generator selling power on a wholesale market receives the available market price at the time, which will fluctuate. Wholesale electricity revenues are therefore not guaranteed until the point of trade, unless a generator enters into a forward-looking fixed price arrangement.

##### *Fixed price arrangements*

There are a variety of different fixed price arrangements. A PPA could be for a fixed price for its entire term, with such price either remaining constant or increasing with inflation over the relevant period. Certain PPAs have the ability to progressively fix pricing for a defined number of periods ahead. It is possible to enter into longer fixed price arrangements on a bilateral basis with commercial counterparties, which can extend to 10 years or longer.

### *Floor price arrangements*

PPA providers may offer a floor price arrangement, which sets a minimum price for wholesale electricity below which the generator will receive the floor price rather than the lower wholesale electricity price. Floor prices can thus provide a level of certainty over the minimum price achieved per unit of electricity sold into the wholesale market.

### *Onsite consumption*

Renewable energy projects are often installed at or near the location of their final electricity consumption, thereby avoiding the transmission system and distribution network. This is common in the rooftop solar sector where panels are typically installed on the roof of a building and some or all of the energy is consumed by the occupier.

### *Subsidy-backed*

There are various subsidy support schemes used by governments to encourage the deployment of renewable energy generation. The principal mechanisms are described below along with several specific country examples:

### *Green/renewable electricity certificates*

Some countries require electricity retailers (utilities) to source a certain quantity of energy from eligible renewable energy generators. Retailers must evidence this by presenting certificates to regulators (often called renewable energy or green certificates), which show how much renewable energy was produced/consumed. The sale of these certificates can be an important revenue stream for renewable energy generators, as they are bought and traded by retailers to meet their quota.

In the UK, a PPA often incorporates the sale of Renewables Obligation Certificates (“**ROCs**”), which verify that suppliers have fulfilled their Renewables Obligation (“**RO**”). ROCs are issued to renewable generating stations based on generated renewable electricity and can be traded; if a supplier cannot meet its annual RO, it must otherwise pay a fixed penalty into the “buy-out fund”. After administration costs, the surplus in the buy-out fund goes back to suppliers that met their RO according to their ROCs submitted.

The Northern Ireland Renewables Obligation (“**NIRO**”) follows the same RO system as Great Britain, offering up to four Northern Ireland ROCs (“**NIROCS**”) per MWh for small-scale onshore wind (less than or equal to 250kWp). Both the RO and the NIRO schemes closed to new generators in March 2017.

Since 2012, Norway and Sweden have supported the buildout of renewables by participating in their own electricity certificate scheme (“**Elcerts**” or “**Elcertificates**”) which provide generators with a revenue stream of up to 15 years from commissioning of the relevant asset to supplement their income from electricity generation. The Elcerts market is supported by obligatory purchasing by utilities to meet their clean energy supply quota to customers. The price of Elcerts fluctuates as it does not have a ‘headroom’ mechanism to ensure demand exceeds supply, nor a fixed penalty to set prices. Norway and Sweden announced their exit from the Elcerts framework for projects commissioned after 2021.

### *Auction schemes and contracts for difference (“**CFD**”)*

In the UK, government-backed CFDs incentivise investment in renewable energy by providing electricity generators, who have high upfront costs and long asset lifetimes, with direct protection from downward wholesale price movements.

Typically, eligible electricity generators enter a public auction to bid a ‘strike price’ for CFD contracts, which are then awarded to the lowest strike prices. In contrast to a PPA which sells physical power from the electricity generator, a CFD is a financial instrument. Successful CFD bidders (electricity generators) are paid the difference between the strike price and a ‘reference price’ (a measure of the average market price for electricity in the given market) for the electricity they produce over a fixed term, for example 15 years in the case of the UK CFD regime.

If the reference price is below the strike price, the generator receives a top-up payment. Conversely, if the reference price is above the strike price, the generator pays the difference. The net result is that the generator receives a fixed price over the term of the CFD.

A corporate-backed CFD is similar to a government-backed CFD, except the contract counterparty is a (typically creditworthy) corporate entity.

#### *Feed-in tariffs or premiums*

Feed-in Tariffs (“**FiTs**”) are government subsidies paid to renewable generators for the amount of renewable electricity generated, regardless of the wholesale price, whilst Feed-in Premiums (“**FiPs**”) make a top-up payment over and above the wholesale price. Originally set up to promote renewable energy installation, as technology costs have continued to fall, FiT/FiP rates have gradually regressed or the schemes closed entirely across many countries.

#### *Embedded benefits*

‘Embedded benefits’ is a broad term that categorises various revenue streams available to embedded generators for the reduction or avoidance of certain supply costs, due to such generators being located on the distribution network, rather than the national transmission system. Such distribution connection saves suppliers certain costs, which can be shared with the generators. In the UK, additional value can be obtained from, for example, Generation Distribution Use of System (“**GDUoS**”) credits, whereby generators negate the need for certain distribution network upgrades.

In the UK the combination of benefits available to embedded generators has provided an increasingly significant revenue stream, through a combination of rising distribution network upgrade costs being spread across a reducing demand base to which they can be charged back, as overall energy consumption has fallen. As such, the regulator has sought to align such benefits with their real financial value to the network and balancing arrangements.

For example, Ofgem’s Targeted Charging Review in the UK impacts those embedded benefits, primarily ‘triad’ payments for generating at points of peak annual demand. This has resulted in a significant revenue reduction depending on the generator’s location (in some locations having reduced to £nil) under the new ‘Embedded Export Tariffs’.

In the Nordic region and continental Europe there is generally no specific concept of embedded benefits, i.e. no charges or benefits for being a distribution-connected generator.

#### *Regulated revenue*

Other Infrastructure could include privatised utilities which are regulated to ensure owners do not achieve “super normal” profits from their natural monopoly position as, for example, the local electricity supply company. The regulatory asset base model (“**RAB**”) is used in many countries. This provides a cap on the price that customers can be charged, ensuring sufficient profits to cover operations and maintenance of the assets, and a reasonable return on capital. Contractual efficiency incentives are typically included to encourage gains in production and operations.

The nature of such regulated revenues means that, subject to reasonable performance of the owner, there is a predictable level of return, which reduces the risk on investment for capital intensive projects.

#### ***Impact of COVID-19 on renewable electricity generator revenues***

In 2020 the global coronavirus pandemic significantly reduced global economic activity and led to reductions in the global energy system, but electricity proved to be more resilient than other energy sources. The IEA expressed that the global demand for electricity fell by only 1% in 2020 and expected it to rebound above 2019 levels in 2021 and continue to grow in 2022, as economies recover, boosted by stimulus spending. Positively, even with the reduction, the IEA have stated during this time additions of renewable sources of energy, such as wind and solar PV, increased at their fastest rate in two decades.

Ember, an independent energy think tank, stated in 2021, that electricity demand in Europe has shown recovery and the impact of the COVID-19 pandemic on EU electricity demand was quite limited. After falling 3.5% (-100 TWh) between 2019 and 2020, electricity demand recovered nearly all of these losses in 2021, rising 3.4% (+95 TWh) year-on-year and reaching almost the same levels seen before the pandemic in 2019.

## **Technology**

### *Hydropower*

Hydropower is often a key energy source where there is a significant supply of fast-moving freshwater where water passes directly through a turbine which is connected to an electric generator, creating electricity. Hydro produces more energy per installed MW capacity than wind and solar.

Hydropower often uses water reservoirs, directing the water downward through a penstock (pipe) which can be controlled in order to maximise energy production. Hydropower plants located in areas of high elevation will generate more electricity than plants located in relatively flat areas and so it is common in areas with ample precipitation and mountainous terrain, such as the Nordic region. In Sweden and Norway for example, hydroelectric power plants have been generating electricity for over a century and it is the main source of electricity.

Run-of-river hydropower plants are to a greater degree subject to seasonal flows than hydropower plants which benefit from storage reservoirs under their control. Despite this, many run-of-river plants may still indirectly benefit from third party storage reservoirs upstream, where the decision of when to dispatch the water is made by the relevant third party. Storage reservoirs are typically lakes or other natural bodies of water and regulation of water levels in the reservoirs is typically subject to the specific environmental conditions designed to protect the aquatic environment.

Hydropower plants with storage reservoirs are often considered a dispatchable renewable energy source as production can be increased or decreased relatively quickly, enabling generation to be balanced across a grid network. These kinds of hydropower plants have the ability to optimise returns by maximising production of electricity when power prices are high, and holding back some water when demand and power prices are lower.

Depending on the volume of water in the storage reservoirs production can be increased for significant amounts of time, in some circumstances for weeks and months. When a hydropower plant chooses not to produce electricity, water is stored upstream indefinitely and can be used at a later point in time. Regulating electricity production in this way to meet demand levels can be done more easily than with other technologies, such as nuclear power, which has a long lead time to change output.

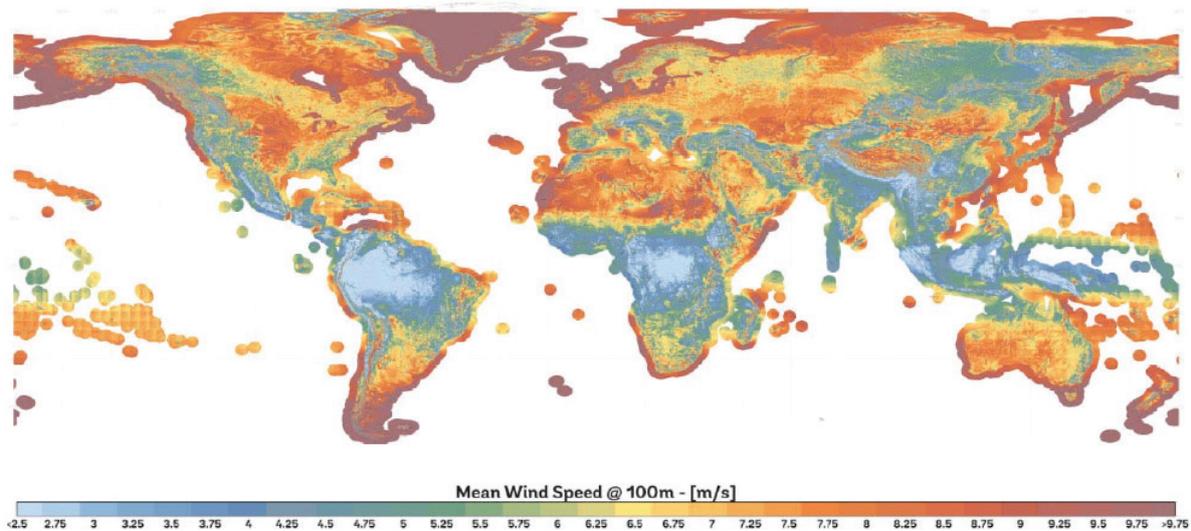
### *Wind*

Windfarms generate electricity by using the kinetic energy of the wind. Moving air over the surface of a wind turbine's blades creates aerodynamic lift, spinning the blades. Typically, a generator within the nacelle of the turbine converts this rotational energy into electrical energy.

Wind energy generation is by its nature intermittent and variable, both from month-to-month and on an annual basis. Wind turbine performance is influenced by several factors, the three main ones affecting output being wind speed, air density and blade radius, with the amount of energy captured being a function of the area swept by the blades and the capacity of the generator.

The figure below shows the global distribution of mean wind speed; higher speeds are generally concentrated at greater degrees of latitude (with some exceptions).

Figure 15: Global mean wind speed, based on data sampled from the period 1998 – 2017



Source: map obtained from the Global Wind Atlas 3.0, a free, web-based application developed, owned and operated by the Technical University of Denmark (DTU). The Global Wind Atlas 3.0 is released in partnership with the World Bank Group, utilizing data provided by Vortex, using funding provided by the Energy Sector Management Assistance Program (ESMAP). For additional information: <https://globalwindatlas.info>

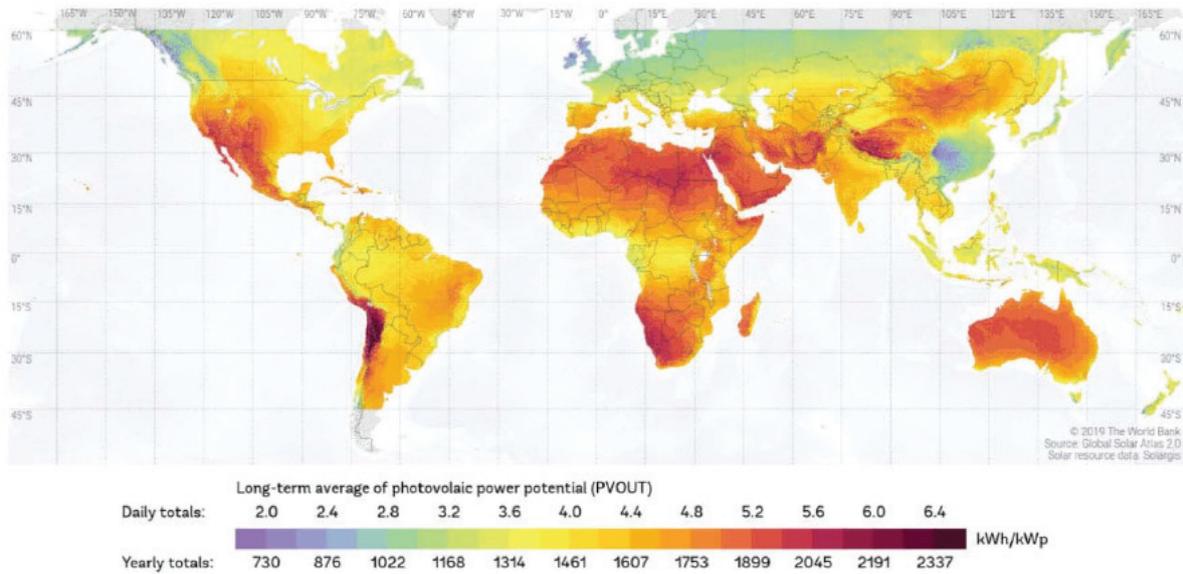
### Solar

Solar power harnesses energy from the sun in the form of light and heat. The two main forms of solar technology are:

- Solar photovoltaics (“**PV**”) is the dominant form of solar electricity generation which uses an electronic process occurring in semiconductor materials to convert energy from sunlight (irradiation) into electricity. Typical solar PV panels are a collection of cells, with a solar farm being the aggregated set of solar panels (a “solar farm”); or
- Concentrated Solar Power (“**CSP**”); in certain countries where there is sufficiently high solar radiation, CSP plants use mirrors to focus energy from the sun either directly onto solar PV cells, or into a central tower where steam is heated to drive turbines and create electricity.

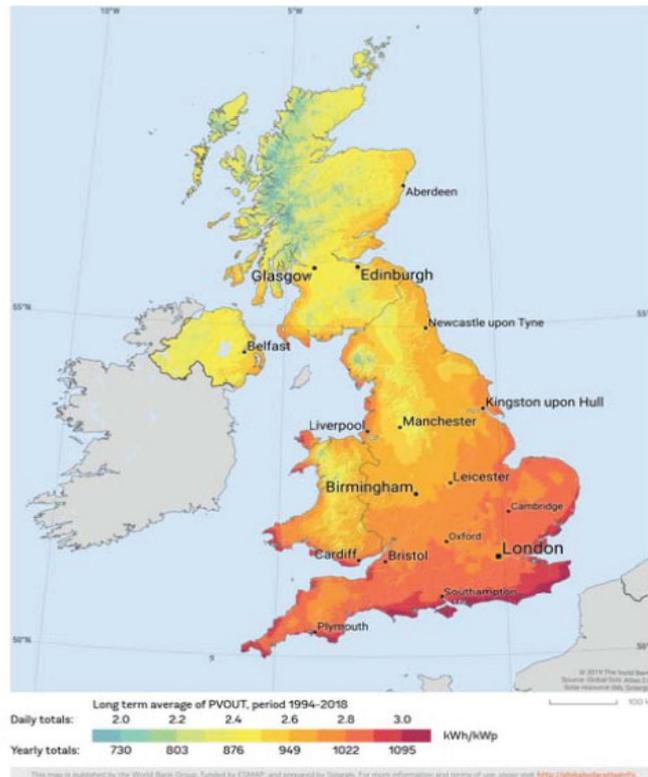
Global solar PV power output potential is shown in Figure 16 below. This generally correlates with global horizontal irradiation, although it should be noted that within countries such PV potential can also vary relatively significantly by latitude, as illustrated in the map of UK solar PV power potential in Figure 17 below.

Figure 16: Global solar PV power potential, based on long-term average data (PVOUT), period 1994/1999/ 2007 (depending on geographical region) to 2018



Source: map obtained from the “Global Solar Atlas 2.0”, a free, web-based application is developed and operated by the company Solargis s.r.o. on behalf of the World Bank Group, utilizing Solargis data, with funding provided by the Energy Sector Management Assistance Program (ESMAP). For additional information: <https://globalsolaratlas.info>

Figure 17: UK solar PV power potential, based on long-term average data (PVOUT), period 1994 – 2018



Source: map obtained from the “Global Solar Atlas 2.0”, a free, web-based application is developed and operated by the company Solargis s.r.o. on behalf of the World Bank Group, utilizing Solargis data, with funding provided by the Energy Sector Management Assistance Program (ESMAP). For additional information: <https://globalsolaratlas.info>

Ground-mounted solar PV installations can range from small-scale through to systems of several hundreds of megawatts in capacity, depending on available land and grid connection. Solar PV can also be mounted on a residential or commercial structure’s rooftop, providing the household or

commercial unit with direct access to the electricity generated, often with the ability to export any excess generation into the local grid network.

Solar PV output is predictable in terms of its alignment with sunrise and sunset. Even on cloudy days, panels will generate electricity, albeit at a lower output than during clearer weather. Technology costs of manufacturing PV panels have reduced significantly since first use during the 1980s, such that they now compete with more traditional methods of electricity generation in many countries.

Solar farms generate revenue through the sale of electricity, exported through a grid connection to the local network (as a registered electricity generator), or via a private connection direct to the end-consumer ('on-site' or 'behind-the-meter' generation) who pays the solar farm for the electricity generated or consumed whilst potentially saving on network charges and levies, which can be shared with the generator.

#### *Geothermal*

Geothermal provides a renewable, continuous and sustainable energy source. Sub-surface heat within rocks and fluids in the earth's crust is accessed via deep wells, dug into underground reservoirs, to access steam and hot water, which is used to drive turbines connected to electricity generators. The use of this steam to directly drive a turbine is known as 'dry steam', whereas flash geothermal plants turn high-pressure hot water into low-pressure water. 'Binary' plants pass the hot water through a secondary liquid with a lower boiling point to create vapour to drive a turbine.

The technology is used in over 20 countries with its application being limited to those where tectonic plates in the earth's crust meet: in Iceland for example it accounts for c.25% of total energy generation.

#### *Other Infrastructure*

Examples of Other Infrastructure Assets that the Company may target include:

##### *Local/regional utilities*

Utilities may be local to a municipality or region of a country and hold concessions to operate in certain local areas or regions. Examples include companies that transport or distribute electricity, water, gas or data. Often these companies are reimbursed through regulated charges that cover their running costs and can provide attractive returns on operational capital.

##### *District heating*

District heating, otherwise known as a heat network, uses insulated pipes to move heat from a central source to domestic or other buildings. The source may be dedicated to the particular heat network such as: a combined heat and power plant or a geothermal facility; it may use recovered heat from industry or urban infrastructure; or energy from waste power plants. As such, it is generally viewed as a key focus for countries seeking to reduce carbon emissions, as well as lower heating costs for domestic and commercial consumers, being more cost-effective due to their overall energy efficiency.

##### *Repowering/life extension of electricity generating Assets*

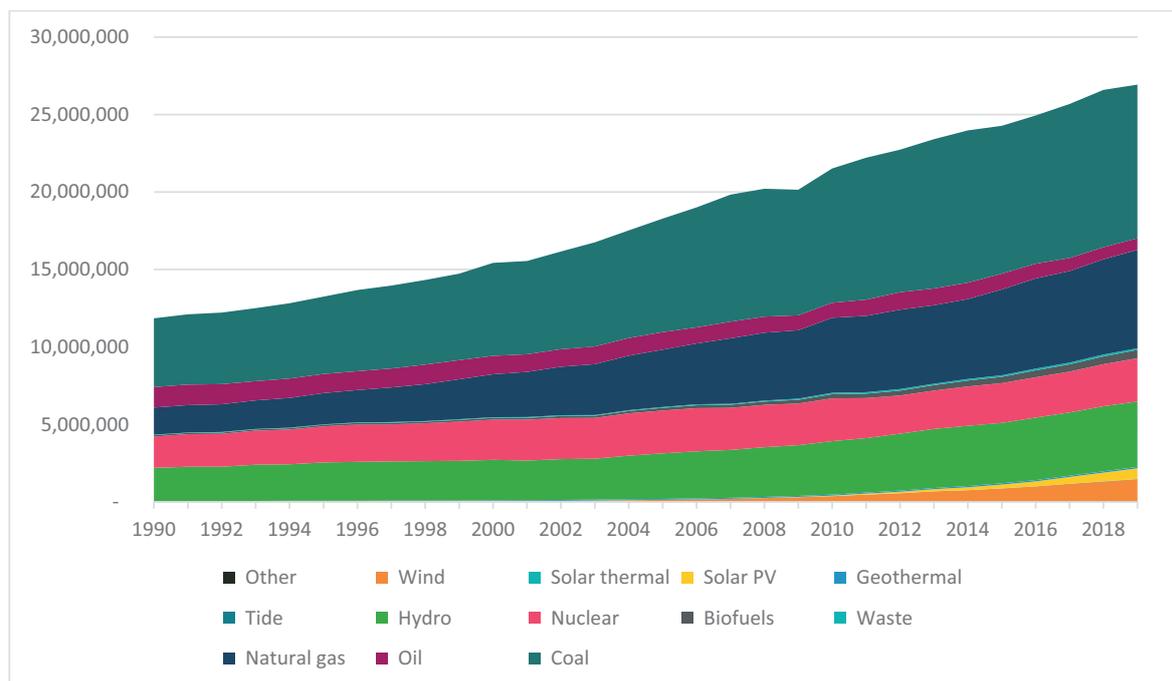
As older electricity generating Assets reach the end of their useful lives and are decommissioned, some or all of the existing equipment can often be replaced by newer equipment which is more efficient ("repowering"). Alternatively, where the restriction to the life of an electricity generating Asset is due to planning permissions and/or land leases, it may make commercial sense to extend these and continue to use the existing equipment for the remainder of its useful life ("**life extension**").

Repowering/life extensions can often enhance overall returns, and repowering may increase profitability due to increased efficiency. They can both require upfront costs for technical feasibility studies and due diligence, as well as any capital expenditure, for example, to upgrade or maintain turbines for an extended period.

## Geography

### Global energy market – overview

Figure 18: Electricity generation by source (GWh), World 1990-2019



Source: IEA Data and statistics, *Electricity Information 2022*, [https://www.iea.org/data-and-statistics?country=WORLD&fuel=Energy supply&indicator=ElecGenByFuel](https://www.iea.org/data-and-statistics?country=WORLD&fuel=Energy%20supply&indicator=ElecGenByFuel). All rights reserved. The following note applies to figures 4 to 15: Other sources includes generation from chemical heat and other sources. Hydro includes generation from pumped-hydro power stations. Coal also includes peat and oil shale where relevant.

Historic reliance on fossil fuels shows that the energy sector requires deep decarbonisation to meet the targets of the 2016 Paris Agreement, which seeks to keep global temperature rise above pre-industrial levels to “well below” 2°C by the end of the 21st century, and “pursue efforts” to limit the increase to 1.5°C.

To meet the 1.5°C target, the Intergovernmental Panel on Climate Change identified the need to reach ‘net zero’ carbon emissions globally by around 2050. This requires, amongst other measures, decarbonisation of electricity generation using renewable energy and other low carbon sources (such as nuclear power) and the electrification of energy end-uses, for example for heating and transportation.

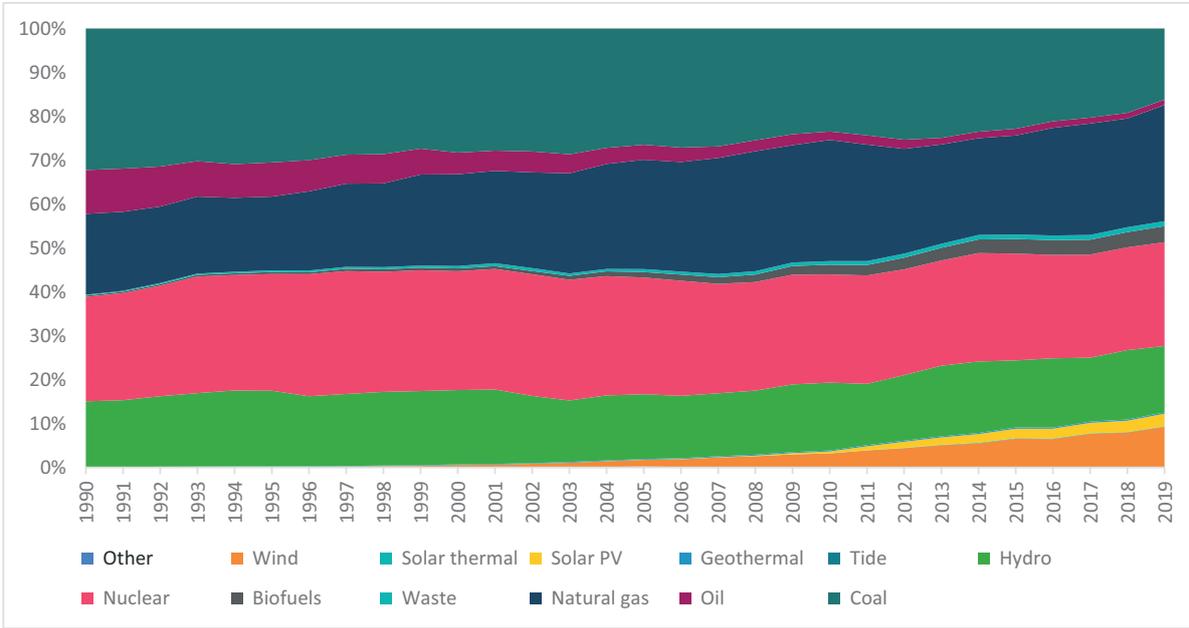
As at September 2021, 53 countries and the European Union have pledged to meet net zero emissions targets; in total they account for 60-70% of today’s global GDP and energy-related CO<sub>2</sub> emissions, and around one-third of energy-related methane emissions, the other main greenhouse gas. Governments and corporations have to date committed around \$1 trillion to deliver 826GW of new renewable energy (excluding hydropower) by 2030. The UN Environment Programme notes such commitments are insufficient to meet even the 2°C limit, with renewables needing to supply at least 65% of primary global energy by 2050, from around 15% in 2017. The IRENA’s Roadmap to 2050 sees electrification of energy use reaching 50% by 2050 (from 20% in 2019).

To meet the 2°C scenario, Bloomberg New Energy Finance forecasts a requirement of 12TW of new generation capacity at a cost of around \$13.3 trillion through to 2050, 77% of which needs to be allocated to renewable energy. At the corporate level, over 260 leading companies around the world have made a commitment to go ‘100% renewable’ as part of the ‘RE100’ initiative.

*European energy market – overview*

Similar to the global economy, European total electricity supply is heavily reliant on fossil fuels, but as a consequence of reliance on a higher proportion of nuclear power, less coal power is used for baseload generation (see Figure 19 below).

*Figure 19: Electricity generation by source, Europe 1990-2019 (% of total)*



Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-andstatistics?country=WEOEUR&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

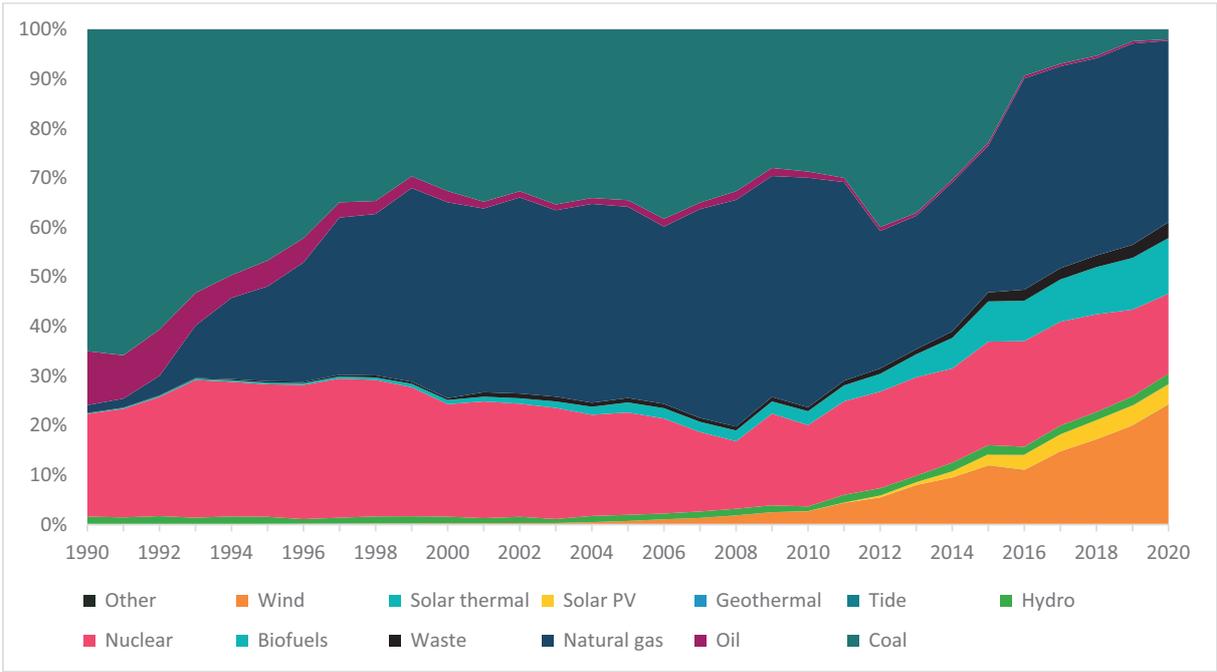
The 2019 European Green Deal sets out a package of measures including the 2050 target for Europe to become the first climate-neutral continent. To meet this transition, the European Commission’s (“EC”) 2009 Renewable Energy Directive requires each member state to set national targets consistent with the EU’s overall target, which for 2020 was 20% of gross final energy consumption to derive from renewable sources for all energy uses (including electricity, heat and transport).

In 2018 the directive extended this target to at least 32% of energy from renewables by 2030, which has since been significantly increased to 55%. Each member state has produced 10-year draft National Energy & Climate Plans, and in some cases set national renewable energy capacity targets. The EC is reviewing these plans, with a view to new ambitions and policies to be proposed in 2021; each member state can adopt these as they see fit to meet the EU target.

*UK – country overview*

The UK government has announced its intention to bring forward the full phase-out of coal power to 2024; historical reliance has been gradually replaced by natural gas over the past few decades, alongside a significant expansion in wind, solar, biofuels and energy from waste since 2008. Today, approximately 60% of generation is low-carbon, comprising around 40% renewables and 20% nuclear:

Figure 20: Electricity generation by source, United Kingdom 1990-2020 (% of total)



Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-and-statistics?country=UK&fuel=EnergySupply&indicator=ElecGenByFuel>. All rights reserved.

In 2019 the government amended the 2008 Climate Change Act to set a legally binding target to bring 100% of greenhouse gas emissions to net-zero by 2050. Its independent Committee on Climate Change (“CCC”) emphasised the significant changes required to the economy and major infrastructure to meet this target, including extensive electrification of heat and transport and increased use of clean energy.

The CCC has also noted that the UK is currently not on track to meet its previous target of an 80% emissions reduction by 2050 and that acceleration is needed.

Recent announcements supporting renewable energy deployment include the planned reintroduction of ‘Pot 1’ technologies including onshore wind and solar PV as eligible to enter the 2021 CFD auctions, which have previously been reserved for “less established” ‘Pot 2’ technologies, e.g. offshore wind and tidal stream. As a result, the UK has advanced to sixth in EY’s recent Renewable Energy Country Attractiveness Index.

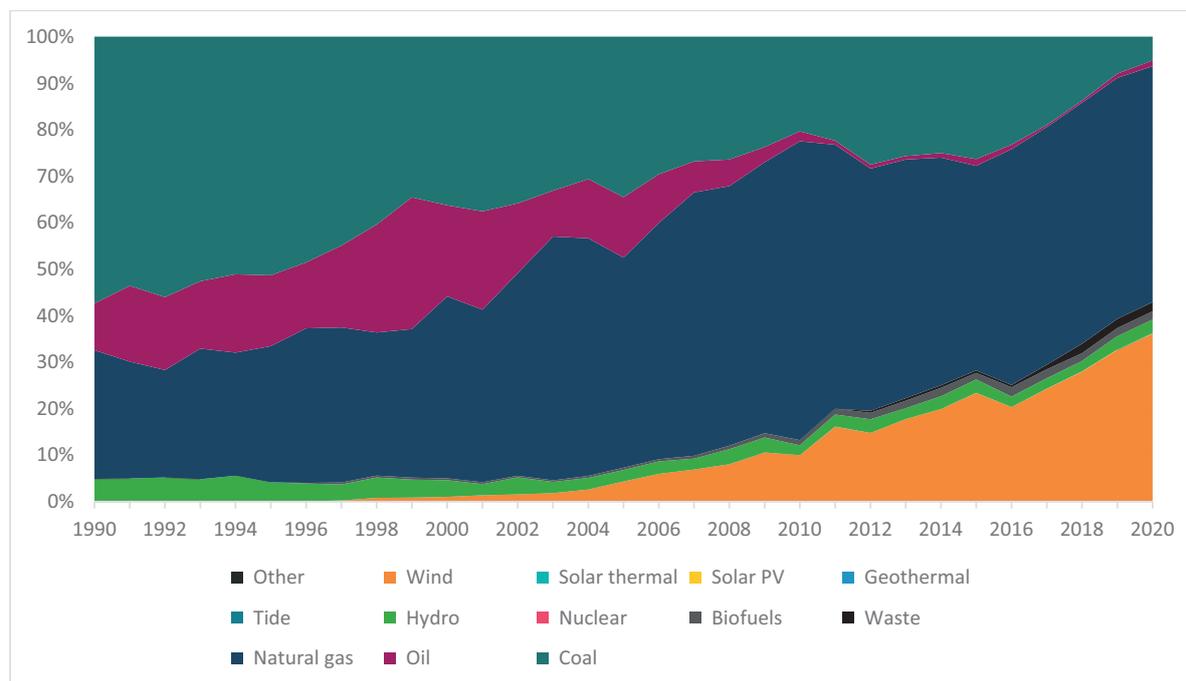
Despite reductions in electricity demand since 2005 due to energy efficiency and declining industrial output, the EY publication (referred to above) stated that overall demand will grow by up to 70% over the next 30 years with the electrification of transport (electric vehicle uptake) and decarbonisation of residential heating, requiring almost a doubling in generation capacity over the same period.

In September 2020 the developers of two planned nuclear power plants at Wylfa Newydd in South Wales and Oldbury in South Gloucestershire announced their withdrawal, citing months of suspension in government discussions and the impact of COVID-19. It is currently unclear what impact this could have on the UK’s “net-zero” 2050 target, since such projects would have provided significant zero carbon generation capacity. Additional renewable energy capacity could assist with the shortfall. In April 2022, the UK government publicised a strategy to accelerate the development of nuclear power sites, with an ambition of up to 24GW by 2050.

### Ireland – country overview

In Ireland the majority of electricity production is from natural gas, followed by wind and a diminishing proportion of coal-fired generation (see Figure 21 below).

Figure 21: Electricity generation by source, Ireland 1990-2020 (% of total)



Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-andstatistics?country=IRELAND&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

In contributing to the EU's 2030 target, Ireland submitted an updated 2019 National Energy and Climate Plan which commits to reducing greenhouse gas emissions from 2021 to 2030 by a 7% annual average. Ireland has one of the highest concentrations of wind power globally, with 31% of electricity demand in 2019 met through wind power, exceeded only by Denmark (at 47%). Historically Ireland has supported deployment through its Renewable Energy Feed in Tariff, which guaranteed the export price for 15 years from project commissioning (subject to it not extending beyond 2027). The Irish government has replaced this with its Renewable Energy Support Scheme which allows for competitive auctions to procure renewable energy capacity; provisional results from the first auction published in August 2020 awarded nearly 1.3GW across the eligible technologies onshore wind and solar.

### Nordic region – overview

The Nordic countries Norway, Sweden, Finland and Denmark have integrated electricity grids, with balancing conducted collectively by the respective transmission system operators (“TSOs”). Between the four nations there is a common market for wholesale power, with Iceland operating a separate retail market.

The Nordic TSOs and Litgrid (Lithuanian TSO) jointly retain 34% ownership of Nord Pool, which provides trading services for both day ahead and intraday markets across nine European countries, including the Nordics (although excluding Iceland).

Across the Nordics there is a higher penetration of existing renewable energy and other low carbon generation than the rest of the EU, with over half of electricity production from hydropower and the other main sources being nuclear and wind. Electricity consumption and share of total energy use is also higher than the rest of the EU due to a high concentration of energy-intensive industries and significant reliance on residential heating in the Nordic climate.

### Support for renewables and forecast growth

Wind and biomass technologies have recently displaced coal and gas, resulting in CO2 emissions from energy generation reducing by a third over the past decade. Significant further decarbonisation

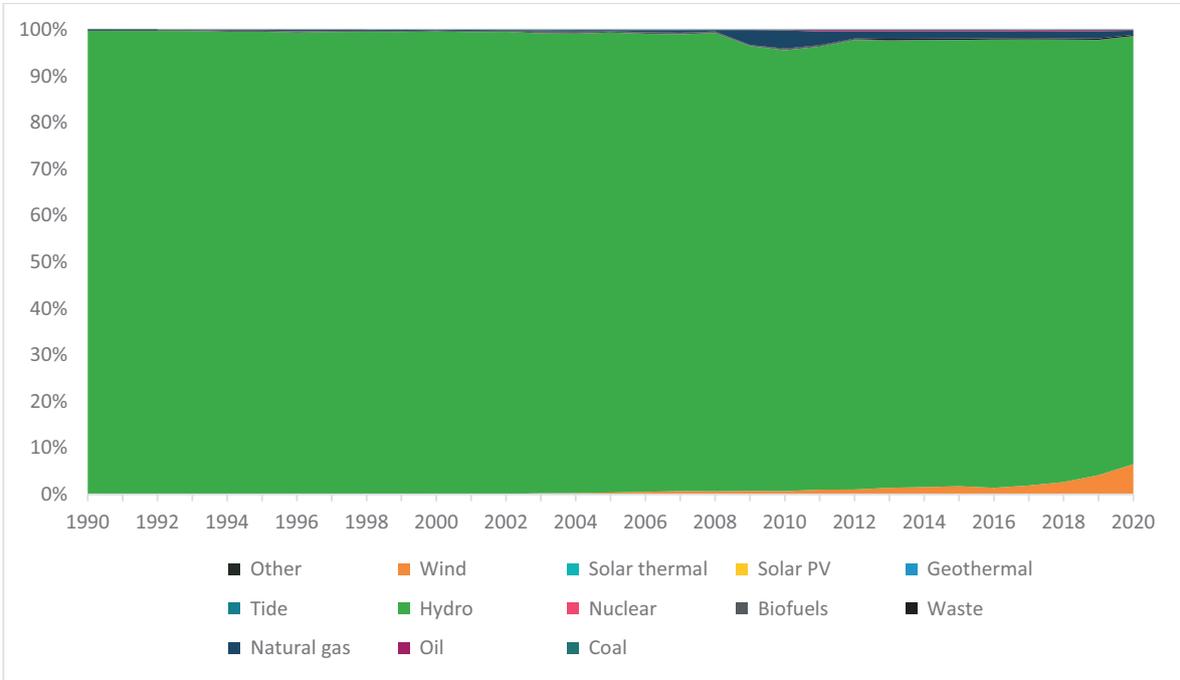
is required however to meet the 2050 carbon-neutrality target for the Nordic energy system, in particular in relation to emissions from industry, transport and buildings, requiring the electrification of transport and heat, amongst other energy system improvements and efficiencies. The Nordic Energy Research platform forecasts a five-fold increase in wind generation required by 2050 if the region is to meet its target of a near carbon neutral energy system by that date.

**Norway – country overview**

The majority of Norway’s electricity supply is sourced from hydropower, at around 96% of total generation capacity. In 2016, Norway’s inland waters contributed 144TWh of clean energy, powering 31GW of hydropower plants. Then, the average age of Norway’s hydropower and dam infrastructure was around 46 years, meaning significant upgrade works and refurbishments will be required over the coming years. It was estimated that 430 licenses were up for revision by 2022, meaning that environmental standards may tighten, further supporting the investment case for upgrade and extension projects.

Norway is currently a net electricity exporter, however this is highly dependent on water inflow and wind resource; integration with other Nordic markets helps ensure security of supply and mitigates against these environmental factors.

*Figure 22: Electricity generation by source, Norway 1990-2020 (% of total)*



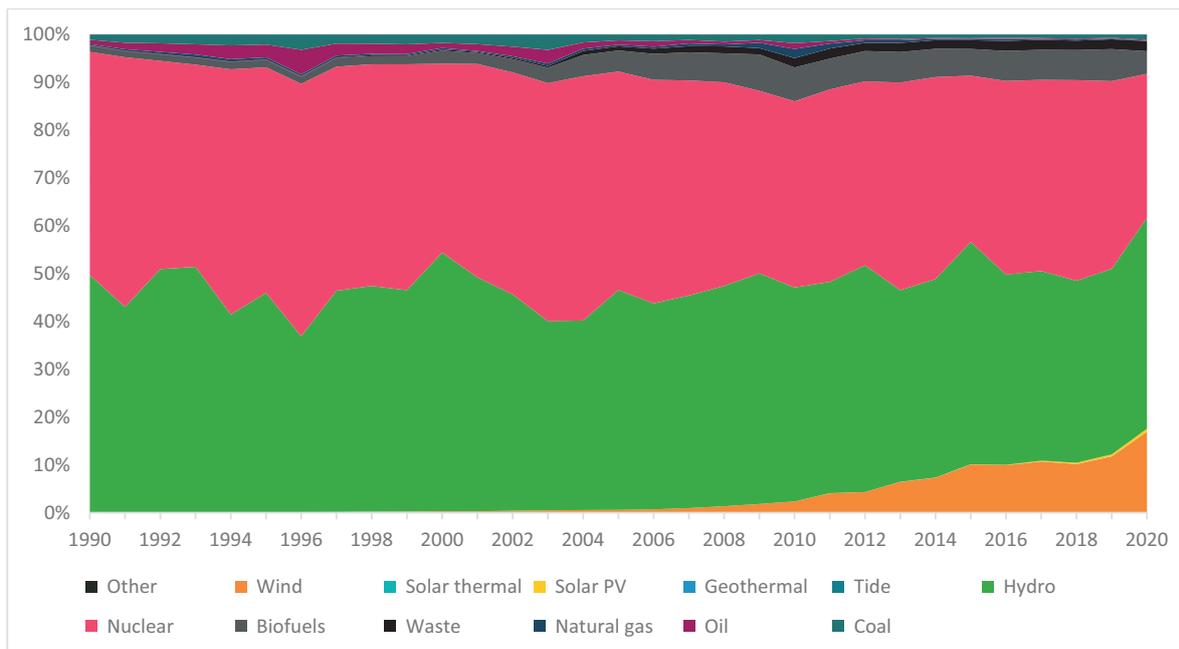
Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-andstatistics?country=NORWAY&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

Norway is seeking to become carbon-neutral by 2050, or 2030 if other countries make emission cuts. Given its natural dominance, hydropower is expected to continue to be the majority source of power for electricity and heating. Around 7GW of onshore wind is currently under development, with another 4.5GW of offshore wind planned. Meeting the national target now requires a focus on other areas, such as low-carbon transport.

**Sweden – country overview**

Sweden sources a significant proportion of electricity from nuclear and hydropower, with wind, biofuels and thermal making up the balance. The country is a net electricity exporter as local generation exceeds demand, with most exported electricity flowing to *Finland*.

Figure 23: Electricity generation by source, Sweden 1990-2020 (% of total)



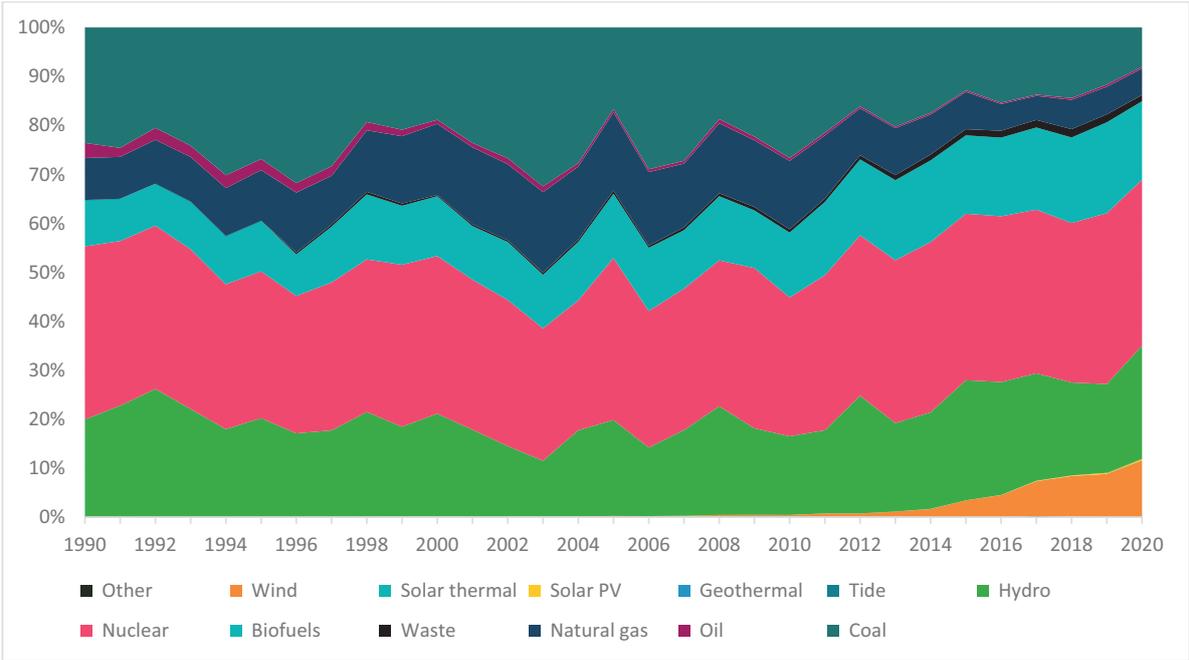
Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-andstatistics?country=SWEDEN&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

Approximately 58% of electricity production in Sweden is renewable, primarily due to biomass CHP and hydropower production; including nuclear power, 96% of production is low carbon. Sweden is targeting 100% of electricity from renewable sources by 2040. To help meet this national target onshore wind generation is forecast to increase threefold whilst nuclear capacity will decrease in the short term with the decommissioning of two nuclear reactors in southern Sweden.

#### Finland – country overview

Finland’s electricity production comprises primarily nuclear, hydropower, biofuels and thermal (coal and natural gas). Due to a higher proportion of thermal generation relative to its neighbours, Finland has historically imported cheaper power from Sweden, as well as Estonia, Russia and Norway.

Figure 24: Electricity generation by source, Finland 1990-2020 (% of total)



Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-andstatistics?country=FINLAND&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

With a reasonable abundance of available hydro and forestry resources, Finland has achieved 30% of renewables in its electricity supply to date. The government of Finland also submitted a bill in 2018 to ban the use of coal, with a draft deadline of 2029 that may be brought forward. Two new nuclear reactors will replace at least a part of the outgoing coal capacity, although the first is now unlikely to commission in 2020, as previously anticipated.

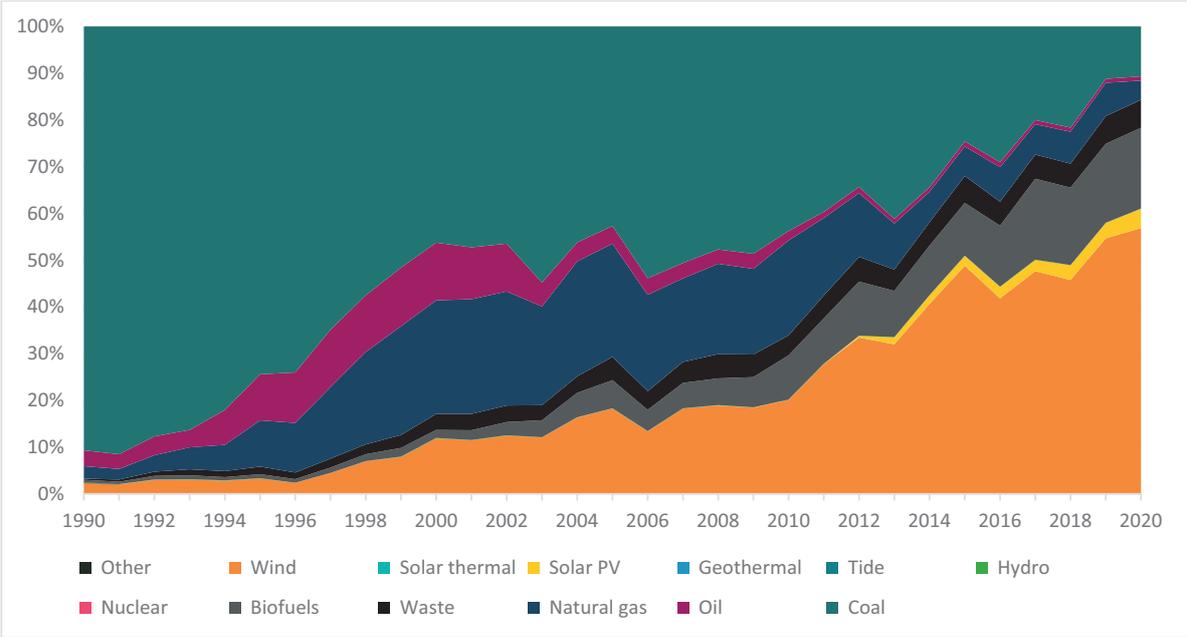
In 2018 Finland’s Energy Authority announced tenders for new renewables capacity through pay-as-bid, technology-neutral auctions, with generators awarded up to 12-year support contracts. Its first auction results in 2019 secured 1.4TWh of additional capacity, with all bids being for onshore wind projects despite being open to most technologies including solar, biomass, biogas and tidal.

Finland’s 2030 target is 51% of final energy consumption from renewables, supporting the EU’s 32% overall target. To meet this, alongside a small increase in its already significant bioenergy production, Finland’s Integrated Energy and Climate Plan aims to more than double wind power consumption from 8 to 18 TWh, along with a five-fold increase in solar PV. Hydropower is expected to remain broadly consistent with today, whilst nuclear is also expected to continue to play a key role.

*Denmark – country overview*

Denmark’s energy supply comprises mainly fossil fuels, however its electricity generation mix is predominantly wind with the highest proportionate share in the world. Ørsted, the largest Danish independent power producer, plans to phase out coal across its generation by 2023, to be replaced with sustainable biomass.

Figure 25: Electricity generation by source, Denmark 1990-2020 (% of total)



Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-andstatistics? country=DENMARK&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

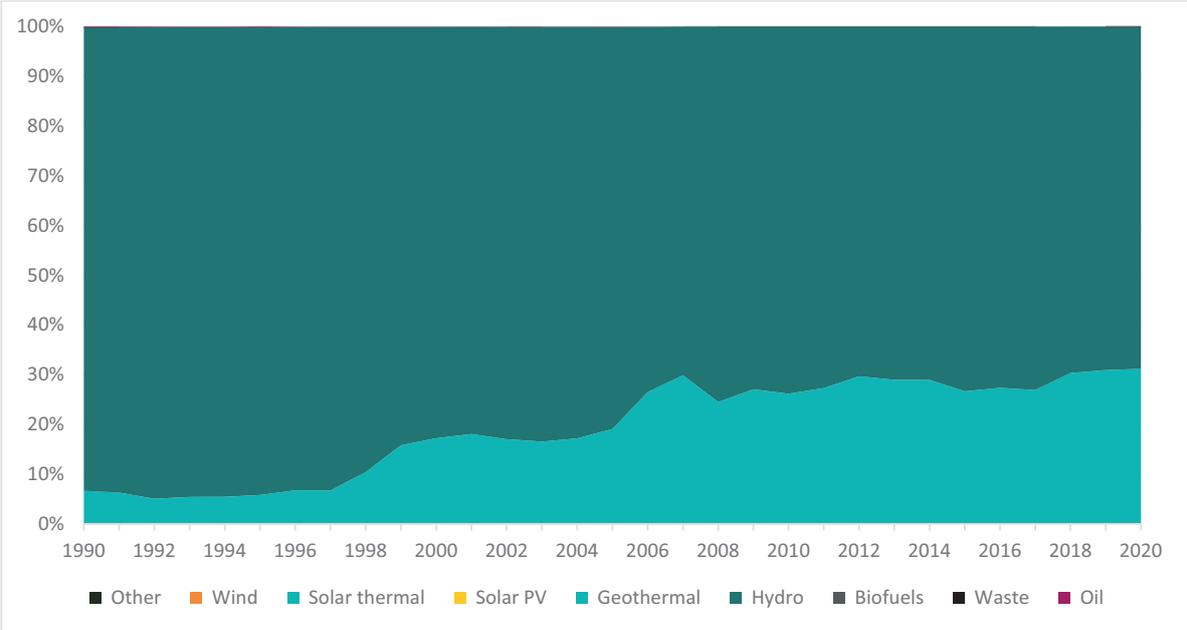
By 2030, Denmark is targeting a 55% share of renewable energy in gross final consumption and has passed laws to become carbon-neutral by 2050. Since 2016, Denmark has supported development of core renewables via multi-technology auctions. These currently pay a fixed-price supplement to the wholesale market price but moved to the CFD mechanism from 2020. Denmark has put a focus on the development of offshore wind farms, committing to develop 5GW by 2030.

In 2020, the Danish Energy Agency also introduced several schemes under the Renewable Energy Act to encourage expansion of onshore wind and solar, including a ‘put option’ to provide local residents with the option to sell their property and a ‘bonus scheme’ that pays to the community based on plant output.

*Iceland – country overview*

In Iceland, almost all heat and electricity is generated by renewable energy, as hydropower generates the majority of all electricity, with geothermal providing the balance plus around two thirds of primary energy use in 2014. Geothermal energy is used not only to generate 25% of total electricity production, but also to directly heat greenhouses, fish farms, and 9 out of 10 households.

Figure 26: Electricity generation by source, Iceland 1990-2020 (% of total)



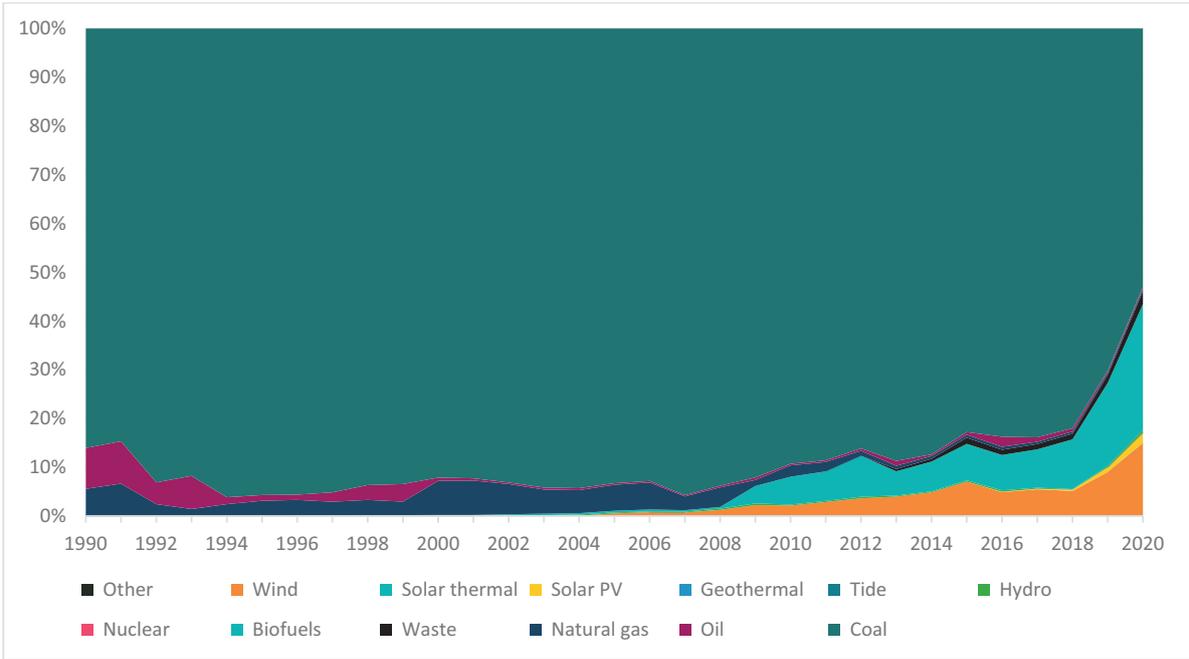
Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-andstatistics?country=ICELAND&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

In June 2020 the government updated its Climate Action Plan, intended to boost efforts in cutting net emissions and reach its 2040 climate-neutral target. The plan consists of 48 measures focusing on green transport amongst other measures such as cutting emissions from industrial processes. A proposed 'IceLink' interconnector to the UK gained traction in 2015 when the two nations established a task force but the project remains in the feasibility stage. If built, the interconnector could transfer an abundance of Icelandic wind and geothermal energy to provide flexibility to the Great Britain grid system.

**Baltic region – overview**

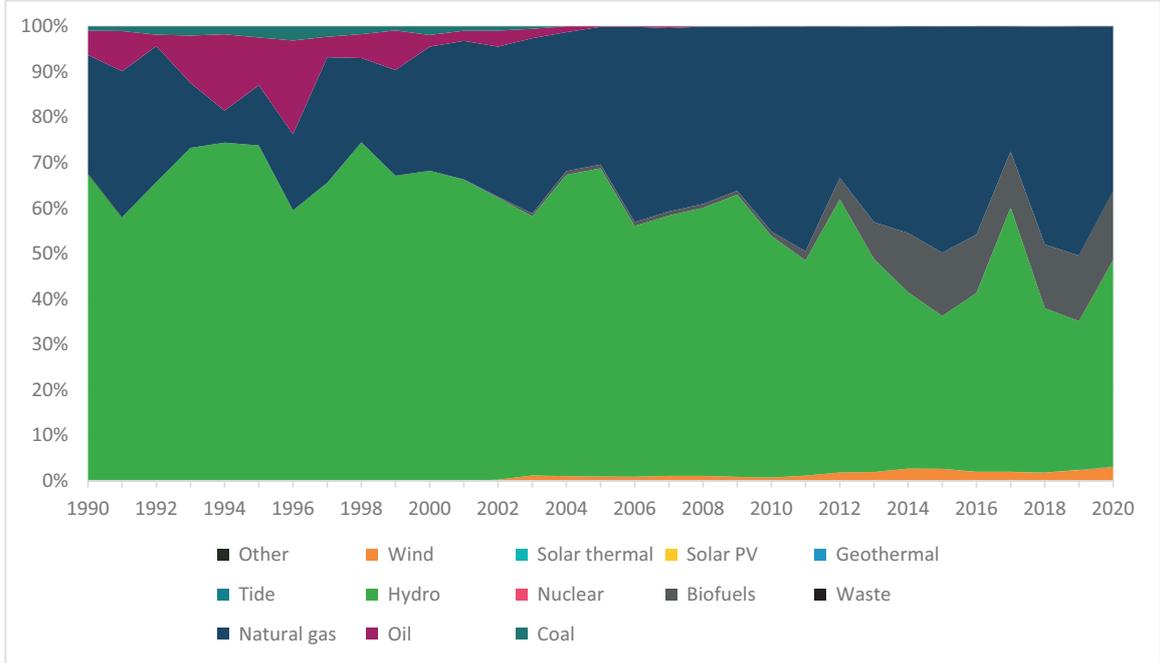
The electricity production for Baltic states Latvia and Lithuania is dominated by hydropower and wind, alongside natural gas and biofuels, as shown below. Estonia's electricity mix is heavily-reliant on coal, with a small but increasing proportion of wind and biofuels, however its final energy consumption is 30% from renewable sources, well above its 2020 target. Latvia and Lithuania have also met their 2020 target early.

Figure 27: Electricity generation by source, Estonia 1990-2020 (% of total)



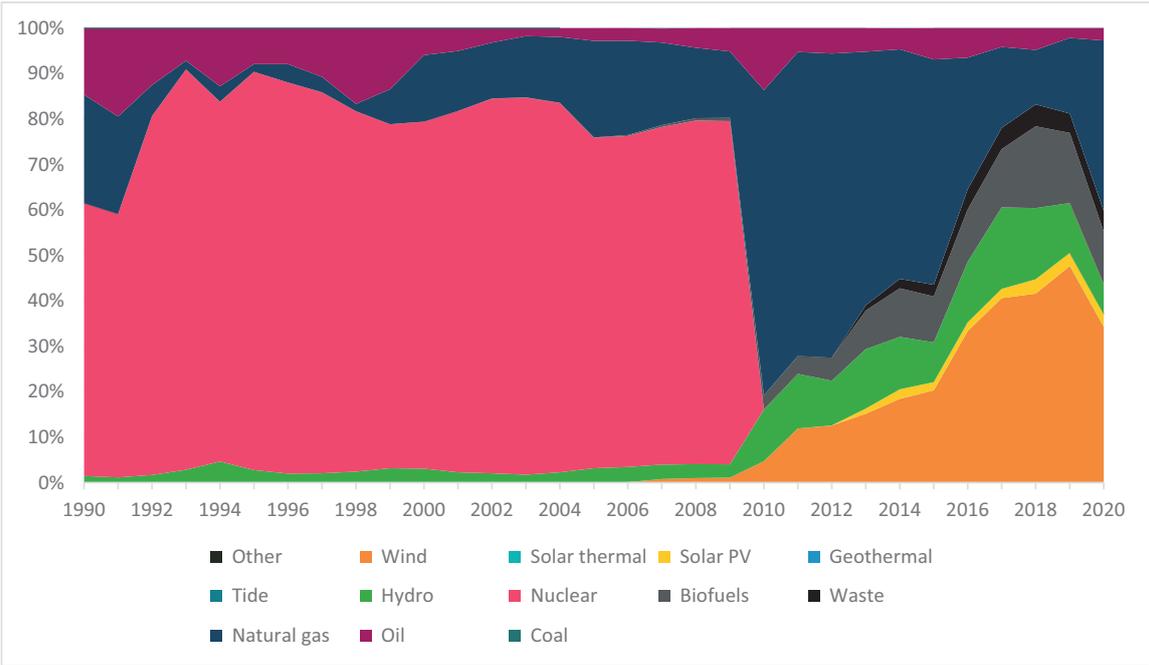
Source: IEA Data and statistics, Electricity Information 2020, <https://www.iea.org/data-andstatistics?country=ESTONIA&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

Figure 28: Electricity generation by source, Latvia 1990-2020 (% of total)



Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-and-statistics?country=LATVIA&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

Figure 29: Electricity generation by source, Lithuania 1990-2020 (% of total)



Source: IEA Data and statistics, Electricity Information 2022, <https://www.iea.org/data-andstatistics?country=LITHUANIA&fuel=Energy supply&indicator=ElecGenByFuel>. All rights reserved.

Overall, the Baltic EU member states are on course to meet their 2030 renewable energy targets predominantly through investment in a mixture of wind and solar:

- Estonia has significant wind potential which can support it meeting 50% of domestic electricity consumption from renewables by 2030;
- Latvia is targeting 45% from renewable energy sources by 2030, to largely be met through largescale wind parks developed in the Zemgale region in the south of the country; and
- Lithuania is also targeting 45% of all energy from renewables by 2030, through a focus on onshore wind and solar, expected to account for 53% and 22% of total energy sources respectively.

**UK and European market power prices**

*European natural gas prices*

Recently, forward natural gas prices traded at the highest levels observed in the market over the last decade. Natural gas prices have been high due to a combination of factors: the relaxation of COVID-19 lockdowns across Europe created a surge in demand, while cold weather in early 2021 diminished storage levels and contributed to increasing demand from Asian economies. A number of technical issues and supply-side constraints combined to limit imports of liquefied natural gas into the continent.

Europe’s reliance on pipeline imports from Russia was also challenged due to limited gas inflow from Russia. The newly built Nord Stream II gas pipeline, which could have eased some of the supply issues, has not been commissioned due to sanctions imposed in Russia following its invasion of Ukraine as a result of which it now seems likely Nord Stream II might never be taken into operation and that it will become a stranded asset. Energy market analysts are still working on what ramifications the war in Ukraine will have on the European gas markets.

*Carbon emissions cap-and-trade schemes in the EU and UK*

The EU’s emission cap-and trade system (the “EU ETS”) is a cornerstone of the EU’s policy to combat climate change and it is a key tool for reducing greenhouse gas emissions cost-effectively. The EU ETS was introduced in 2005 and it imposes carbon emission cap-and-trade restrictions on large emitters such as fossil fuel power generation. Recently, forward prices traded at the highest

levels observed since the inception of the market. The increased prices are mainly due to the anticipated reforms to the EU ETS to reflect the EU's 'Net Zero' ambitions.

In 2021, the UK implemented its own emission cap-and-trade system (the "**UK ETS**") as it could no longer be part of the EU ETS following Brexit. Similar to the EU ETS, carbon prices of the UK ETS have increased significantly due to the anticipated reforms to the UK ETS to reflect the UK's 'Net Zero' ambitions. The carbon price of the UK ETS is trading above that of the EU ETS at the Latest Practicable Date.

#### *Great Britain Power*

England, Scotland and Wales have a joint power market (the "**GB power market**"). Even though renewable energy generation is increasing in Great Britain, large-scale gas fired power stations (a "**CCGT**") remain the price setting technology in Great Britain's power market.

Forward (base load) power prices are correlated to the costs of natural gas and carbon. That said, Great Britain power prices can trade below the costs of carbon and natural gas for a CCGT during hours when wind and/or solar PV generation is high, relative to demand for power. In 2020, natural gas and renewables contributed about 38% and 40% respectively to the fuel mix of Great Britain's power generation.

Great Britain's power prices are projected to remain high in 2022 and over the next few years due to the unprecedented carbon prices and natural gas prices. Once the supply/demand tightness of natural gas eases, prices are projected to drop to lower levels.

#### *I-SEM Power*

I-SEM is the power market in Ireland and Northern Ireland. Similar to the UK, gas fired power stations are the price setting technology in the I-SEM power market. Compared to the UK, the thermal efficiencies of the power plants in I-SEM are lower resulting in higher power prices in I-SEM.

I-SEM power prices can also trade below the costs of carbon and natural gas during hours when wind generation is high compared to demand. In 2020, natural gas and renewables contributed about 36% and 58% respectively to the fuel mix of I-SEM's power generation.

Power prices in the I-SEM are projected to remain high in 2022 and over the next few years due to unprecedented carbon prices and natural gas prices. Once the supply/demand tightness of natural gas eases, prices are projected to drop to lower levels.

## Nordic Power

Figure 30: Map showing different price zones in Sweden



Source: Source: Nord Pool Spot, Bidding Areas, <https://web.archive.org/web/20151225045741/http://www.nordpoolspot.com/How-does-it-work/Bidding-areas/>

As mentioned above, the Nordic power market (known as the Nordpool) is divided into a number of separate price zones which have different power prices as a result of differing supply/demand dynamics and limited interconnection.

### SE3 and SE4 Power

Recently, power prices of the SE3 and SE4 regions in Sweden have been dominated by high power prices in continental Europe. Power prices in Europe have been high due to high carbon and natural gas prices. SE3 and SE4 regions benefit from the cross border capacity with the higher price markets of southern Sweden, Norway, Germany, the Netherlands and the UK.

### SE2 Power

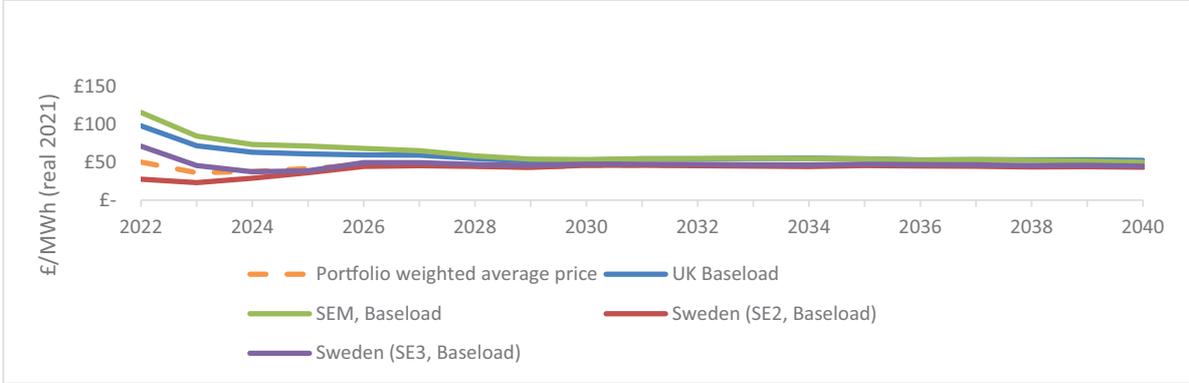
Hydrology and wind generation are the main drivers for power prices in the SE2 region of Sweden. SE2 has been impacted significantly less by high power prices in continental Europe due to the limited domestic and international cross border capacity.

SE2 is forecast to trade below the more southern price zones in Sweden for the next five years, which is mostly related to commissioning of the electricity cable links out of southern Norway and southern Sweden to Germany and the UK, lifting the prices in the more southern Swedish areas. The northern Nordic regions (such as SE2) cannot benefit from the higher prices in the south due to the restrictions in the north-south grid capacity in combination with ongoing strong development of wind power capacities in the north of Norway and Sweden. Over time, SE2 pricing is expected to trend upwards towards the prices in southern Sweden due to increased forecast demand in the more northerly regions and the alleviation of some of the north-south transmission constraints.

*Forecast power curves*

The Company obtains power price forecasts from leading market consultants to inform its valuations. The Company uses an average of two market consultants' curves for each of the price zones in which it sells electricity (I-SEM, UK, SE2 and SE3). The graph below sets out the average power price forecasts for baseload power in each of these markets<sup>8</sup> and compares it to the weighted average price that the Company's portfolio of Assets is forecast to receive for its merchant power price sales<sup>9</sup>.

*Figure 31: Merchant power price forecasts (March 2022)*



*Source: Investment Manager. Unaudited. The UK curve is based on the average value of the curves from two independent market consultants. The curve for Northern Ireland (I-SEM) is based on the curve from one independent market consultant. The Nordic curves are based on the average values of the curves from two independent market consultants. These average prices are subsequently blended with forward prices in the market as published by Nasdaq.*

**Regulatory environment for renewable energy generators**

The renewable energy sector is subject to a wide range of laws and regulations, which vary between each jurisdiction, and can change quickly. The Company and its Assets must comply with all applicable laws, regulations, and regulatory standards which, amongst others, require them to obtain and/or maintain certain authorisations, licenses and approvals required for the construction and operation of the Asset.

Set out below is a non-exhaustive list of some of the ways in which the regulatory environment may impact an Asset's ability to generate revenues from its activities:

*Revenue, government subsidies and incentives*

The governments of many of the countries falling within the Company's geographical focus have provided revenue incentives to encourage the development and deployment of renewable electricity generation, (for example FITs which guarantee a fixed price for each unit of electricity generated). Many projects are now no longer eligible for incentives and all incentives expire or phase out after a certain date. In some cases (for example CFDs) a certain amount of capital is made available for support and ceases to be available upon exhaustion of the allocated funding to new projects. Incentives can also be subject to amendment in case of changes in market circumstances (such as market price volatility or oversupply of electricity) or changes in national, state or local energy policy.

In some countries, incentives are no longer available to renewable electricity generators and, in such cases, their economic success depends largely on prevailing market conditions at the time and the ability to negotiate an arrangement with a suitable Offtaker.

*Grid access*

Renewable energy assets require a grid connection to the relevant transmission or distribution network to export their generation. Usually, the generator does not own or have control over such networks and must therefore secure the necessary grid connection agreements, which require them

<sup>8</sup> As at 31 March 2022. Prices are real 2021 prices and, where denominated in Euro, they have been converted into Sterling using the 10 year Euro:GBP forward curve as at 31 March 2022.

<sup>9</sup> Weighted by forecast production for each asset located in the relevant price zone. The price that the Company receives for its merchant power sales is shown net of the costs of the route-to-market arrangements and canibalisation.

to comply with current and future regulations in order to avoid potential disconnection or de-energisation. Regulatory changes can affect the way generators access and use grid networks.

The EU mandates a system for accessing the grid whereby the system operator must issue a grid connection agreement upon request, as long as there is sufficient capacity. Article 16(2)(b) of the EU's Renewable Energy Directive provides for priority or guaranteed access to the grid for renewable electricity. This is implemented in EU member states through different and varied laws, regulations and grid codes. There is no guarantee that this will continue following the UK's exit from the EU and the expiry of the transitional and implementation period on 31 December 2020.

On leaving the EU, the UK government transposed all EU energy legislation into UK law under EUWA. Since then, the EU and UK have been working on agreeing new operational and trading arrangements under the terms of EU-UK Trade and Cooperation Act ("**TCA**"). The National Grid Energy System Operator ("**NGESO**") is working with the EU transmission system operators to agree protocols for cross border trading.

#### *Health and safety*

Renewable electricity generation projects have various potential risks to health and safety, depending on the technology, site layout, geographic location, construction, maintenance and operational regime. Project construction and maintenance could result in injury or industrial accidents, such as the risk of electrocution, falling from a height, or accidents caused by extreme weather. As a result, there are many laws and regulations concerning health and safety to which the Company and the Assets are and/or will be subject. These laws and regulations evolve and are frequently amended.

If an accident were to occur, the Asset owning SPV (and its directors) could be liable for damages and/or compensation to the extent such loss is not covered under existing insurance policies, or suffer revenue loss should a project be forced to suspend or even terminate operations by a public enforcement agency.

To mitigate the risks associated with health & safety, regular audits are conducted following a two-tier approach whereby risks and procedures are audited at the site and operator level. A continuous feedback process then ensures effective management systems are in place and adhered to.

#### *Planning, permitting, licensing and environmental laws and regulations*

Many of Assets are and/or will be in countries that are subject to substantial ongoing regulation by governmental agencies. Their operations may rely on various licenses, concessions, leases and/or public contracts that can be subject to disputes over their interpretation or enforceability. Failing to comply with such regulations or contractual obligations could result in penalties and/or the loss of the ability to operate. These regulations are frequently amended.

Authorities can also pass legislation that could hinder or invalidate rights under existing contracts or impair the obtaining of the necessary permits or licenses necessary for Assets in the construction phase. Furthermore, relevant licenses and permits could be adversely altered, revoked, or not extended by the relevant authorities.

Most countries require construction projects to conduct an environmental impact assessment ("**EIA**") as part of planning approval procedures, covering the project site and, depending on jurisdiction, the grid connection and transport access routes. In the UK, the EIA is covered under the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 and seeks to determine the environmental impacts of a proposed project as part of the planning system. Its purpose is to identify and assess the significant effects (if any) of the project on the environment, as well as giving the public early and effective opportunities to participate in the decision-making process.

An EIA can impose ongoing obligations covering many environmental aspects ranging from the project's impact on biodiversity and wildlife habitats, riverflow (such as with a hydropower project that uses dams and reservoirs), visual impact on the landscape, and noise pollution.

## PART 5

### DIRECTORS, MANAGEMENT AND ADMINISTRATION

#### 1 DIRECTORS

The Board is responsible for the determination of the Company's investment policy and strategy and has overall responsibility for the Company's activities including the review of investment activity and performance and the oversight and supervision of the AIFM and the Investment Manager. The Board comprises three directors all of whom are non-executive and are independent of the AIFM, the Investment Manager and the other service providers.

The Board meets at least four times a year, *inter alia*, to review and assess the Company's investment policy and strategy, the risk profile of the Company, the Company's investment performance, the performance of the Company's service providers, including the AIFM and the Investment Manager, and generally to supervise the conduct of its affairs, with additional meetings arranged as necessary.

The Directors are as follows:

***Hugh W M Little (aged 65) (Chair), appointed on 28 October 2020***

Hugh qualified as a chartered accountant in 1982. In 1987 he joined Aberdeen Asset Management ("AAM") and from 1990 to 2006 oversaw the growth of the private equity business before moving in to the corporate team as Head of Acquisitions. Hugh retired from AAM in 2015, since then he has become a director of Dark Matter Distillers Limited, and a governor of Robert Gordon's College. Hugh won the 'Non-Executive Director of the Year' award at the Institute of Directors, Scotland awards ceremony held in May 2019.

***Joanna de Montgros (aged 44) (Non-executive Director), appointed on 28 October 2020***

Joanna is a specialist in the technical and commercial elements of energy projects, with 20 years' experience in renewable energy and flexibility investments, building on her academic engineering background. In 2015, Joanna co-founded international consultancy company Everoze. Everoze provides a broad range of engineering and strategic consulting services, plus development of other start-ups in this space. Prior to co-founding Everoze, Joanna led the global Project Engineering group within DNV Renewables and was a member of the DNV Renewable Advisory Board. Jo's early career included management consultancy (PWC) and project finance (Fortis Bank).

***Ashley Paxton (aged 54) (Non-executive Director), appointed on 28 October 2020***

Ashley has 25 years' experience serving the funds and financial services industry in London and Guernsey. Throughout that period, he has served a large number of London listed fund boards on IPOs & other capital market transactions, audit and other corporate governance matters. Ashley has been a partner with KPMG in the Channel Islands since 2002 and transitioned from audit to become its C.I. Head of Advisory in 2008, a position he held through to his retirement from the firm in 2019.

Ashley is a Fellow of the Institute of Chartered Accountants in England and Wales and a resident of Guernsey. Amongst other appointments he serves on the board of JZ Capital Partners Limited, TwentyFour Select Monthly Income Fund Limited and is Chairman of the Youth Commission for Guernsey & Alderney, a locally based charity delivering high quality targeted services to children and young people to support the development of their social, physical and emotional wellbeing.

#### 2 AIFM

The Company has appointed Gallium Fund Solutions Limited as the AIFM of the Company, pursuant to the AIFM Agreement. The AIFM acts as the Company's alternative investment fund manager for the purposes of the UK AIFM Regime.

The AIFM is responsible for the portfolio and risk management functions of the Company. The AIFM works closely with the Investment Manager in implementing appropriate risk measurement and management standards and procedures. The AIFM carries out the on-going oversight functions and supervision and ensures compliance with the applicable requirements of the UK AIFM Regime. The AIFM is legally and operationally independent of the Company and the Investment Manager. The

AIFM is also responsible for providing administrative services to the Company. These include general fund administration services (including calculation of the NAV based on the data provided by the Investment Manager), bookkeeping, and accounts preparation.

The AIFM is authorised and regulated in the UK by the FCA.

Under the AIFM Agreement, the AIFM receives from the Company a fee of: (i) 0.075% of Net Asset Value, subject to a minimum fee of £50,000 (exclusive of VAT) per annum payable quarterly in advance; and (ii) an amount equivalent to 0.01% per annum of Net Asset Value, paid on a quarterly basis for the term of the agreement.

### **3 THE INVESTMENT MANAGER**

#### ***Introduction***

The Company and the AIFM have appointed the Investment Manager pursuant to the Investment Management Agreement, a summary of which is set out at paragraph 6.3 of Part 7 of this Registration Document, under which the Investment Manager has been given responsibility for the discretionary management of the Company's assets (including uninvested cash) in accordance with the Company's investment policy, subject to the overall oversight and supervision of the AIFM.

Details of the Investment Manager and investment management team that manages the portfolio of the Company are set out below. The Investment Manager is authorised and regulated by the FCA in the conduct of its investment business.

#### ***Downing LLP***

Downing LLP was founded in 1986 and is led by Tony McGing (Chief Executive Officer) and Nick Lewis (Chairman). As at 31 December 2021, the Investment Manager had approximately 190 employees in the UK located across four offices: its main office in London and offices in Glasgow, Stockholm and Cardiff and had approximately £1.6 billion of assets under management.

The Investment Manager has managed investments across various sectors in the UK and internationally and identified the E&I sector as a core area of focus from as early as 2010. Since then it has made investments in 176 core renewable assets and currently oversees 386MWp of electricity generating capacity, covering six technologies across c.7,400 installations.

*Environmental, Social and Governance*

Central to the Investment Manager’s ethos is a commitment to be a “Responsible Investor”. This responsibility is contextualised by two key commitments; the Investment Manager is a signatory to the Principles for Responsible Investment and the Financial Reporting Council’s UK Stewardship Code. Both commitments share in common the Investment Manager’s integration of ESG factors in its investment process, from pre-deal screening through to active asset management and the principle of active ownership. The Investment Manager aims to protect and enhance returns for its investors and/or clients by placing ESG criteria at the heart of its business and investment activities.

The Investment Manager understands that ESG issues represent risks and opportunities; and that these issues are becoming an increasingly material factor when making investments. By taking a long-term, sustainable approach with its analysis, decision-making and active asset management, the Investment Manager strives to take such ESG issues into account, mitigate risks and maximise opportunities, while endeavouring to facilitate wider societal and environmental benefits, wherever possible.

In this context, the Investment Manager further aims to support and actively seek out investments that promote the principles of ESG and create long-term, sustainable value and positive impact on society and the economy.

As a signatory to the PRI, the Investment Manager operates a responsible investment system (the “**Responsible Investment System**”) which: (i) incorporates ESG issues into its investment analysis and decision-making processes; (ii) partakes in ‘active’ ownership policies and practices; (iii) seeks appropriate disclosures on ESG issues; (iv) works to promote the principles and enhance their implementation; and (v) reports on such activities and progress.

The Investment Manager’s Responsible Investment System has been established and operated with due consideration of (amongst others) the PRI’s six principles, the BVCA’s Responsible Investment Framework, the Investment Association Guidelines on Responsible Investment Disclosure, GRESB criteria and the NPC’s Impact Risk Classification. Through over a decade of experience investing in renewable energy and supporting technologies and its adherence to the PRI, the Investment Manager seeks to support the UN’s Sustainable Development Goals (“**UN SDGs**”), in particular:

- Goal 3: Good Health and Wellbeing;
- Goal 4: Quality Education;
- Goal 7: Affordable and Clean Energy;
- Goal 8: Decent Work and Economic Growth;
- Goal 9: Industry, Innovation and Infrastructure;
- Goal 11: Sustainable Cities and Communities;
- Goal 13: Climate Action; and
- Goal 15: Life on Land.

The Company supports UN SDGs 7, 9, 13 and 15.



As an example of the Investment Manager's commitment to the UN SDGs, the Investment Manager has developed a carbon lifecycle assessment methodology to provide a detailed understanding of the CO<sub>2</sub>eq emissions of different types of investments. By performing carbon lifecycle assessments, the Investment Manager intends to use this information to inform its decision making on its choice of suppliers for goods and services relating to its portfolio of investments.

As a signatory to HM Treasury's Investing in Women Code, the Investment Manager is also committed to improving female entrepreneurs' access to tools, resources and finance.

### *Energy and Infrastructure*

The Investment Manager has a dedicated energy & infrastructure team split across three sub-teams: investment, asset management and project development, and is supported by a wider business operations team. The team has been investing in the energy and infrastructure sector for more than a decade and has managed investments across a wide range of energy and infrastructure sectors, including 176 transactions in the core renewables space alone.

Areas of activity include:

- core renewables such as wind, solar PV and hydro-electric projects;
- biomass and anaerobic digestion projects;
- flexible energy generation;
- energy storage; and
- electric vehicle infrastructure.

The team has extensive experience in managing complex contractual, technical and legal issues and has supported projects at all stages of development, from pipelines of shovel-ready projects through to mature operational assets.

### *Investment team*

The investment team is responsible for originating, negotiating and executing renewable energy and infrastructure investments. It is responsible for all aspects of the capital and acquisition structure, including raising debt finance.

The 12-strong investment team has more than c.150 years' experience of working in the sector.

### *Asset management team*

The 21-strong team is dedicated to effective asset management, being responsible for the operational and financial performance of the renewable and energy infrastructure assets. The team focusses on performance management and asset optimisation to protect and enhance returns to investors. This includes managing outsourced services from third party providers who provide services to the renewable and energy infrastructure assets.

ESG monitoring and reporting also sits within the asset management team.

### *Renewable energy project development team*

The team of 8 professionals focuses on developing new renewables projects in the UK. The primary goal of the business is to establish an investment pipeline of solar, wind and battery storage projects which will be offered exclusively to Downing Managed Funds. The team is based in Glasgow, well-placed to access its supply and consultancy chain and providing Downing with greater UK coverage.

### *Business operations team*

The c.90-strong business operations team is responsible for controls, governance, processes, administrative support, systems and leading business improvement initiatives to set the Investment Manager's business up for scale.

The Investment Manager's business operations team provides comprehensive support for its day-to-day operations. This includes internal controls (governance, legal, compliance and risk), processes, administrative support and human resource functions, finance, accounting and IT systems and support.

## ***The Energy & Infrastructure Team***

### ***Energy & Infrastructure Team***

The key individuals responsible for executing the Company's investment strategy are:

#### ***Tom Williams – Partner, Head of Energy and Infrastructure***

Tom joined the Investment Manager as Partner in the E&I team in July 2018. Tom heads up the team and has over 23 years of experience as principal and adviser across the private equity and private debt infrastructure sectors. Tom has carried out successful transactions totalling in excess of £13 billion in the energy, utilities, transportation, accommodation and defence sectors.

Tom started his career working as a project finance lawyer in 1999 before moving into private equity with Macquarie Group in London and the Middle East. Tom holds a Postgraduate Diploma in Legal Practice from the Royal College of Law and a BA in law from Cambridge University.

#### ***Henrik Dahlström – Investment Director***

Henrik joined the Investment Manager as Investment Director in June 2020 to expand its European presence and lead transactions in the Nordic regions. Before joining the Investment Manager, Henrik spent 17 years with Macquarie Infrastructure and Real Assets (“MIRA”). When leaving MIRA, Henrik was a Director responsible for covering the Nordic region. This role included the origination and execution of transactions in the renewable energy and infrastructure sectors as well as holding asset management and board responsibilities.

Henrik has worked across renewable energy and infrastructure sectors as a principal for investments in the UK and in Europe. Henrik holds a master's degree in finance from the University of Gothenburg.

#### ***Sean Moore – Investment Director***

Sean joined the Investment Manager's E&I team in August 2017. Sean focusses on the origination and execution of investments in a wide range of energy and infrastructure sectors, noticeably in the core renewables, flexible generation and energy storage sectors.

Before joining the Investment Manager, Sean held the role of Vice President at the Green Investment Bank, where he worked on energy and infrastructure deals, including onshore renewable, energy efficiency and energy storage projects. Prior to this, Sean was an associate for the leverage finance team at ING Bank. Sean holds a BA in economics from the Cambridge University.

#### ***Vimal Jain – Investment Director***

Vimal joined Downing in 2021. He has c.18 years of transaction advisory and investment experience across greenfield and brownfield energy and infrastructure investments with an aggregate enterprise value in excess of £50 billion.

Prior to joining Downing, Vimal was the CEO and Head of Europe for IL&FS, one of India's largest energy and infrastructure investors, financiers and developers. Prior to that, Vimal worked at Ernst & Young LLP and advised clients on M&A, financing and restructuring of airports, airlines, ports and rail transactions globally. Vimal was also one of the founding members of the infrastructure team at Henderson Global Investors that established two funds with aggregate commitments of c. £900 million and was involved in the acquisition and asset management of John Laing plc which had investments in c.70 PFI / PPP assets globally.

### ***Energy & Infrastructure – Asset Management Team***

The key individuals responsible for technical and commercial asset management of the Company's portfolio are:

#### ***Tom Moore – Co-Head of Asset Management***

Tom joined the Investment Manager as Head of Asset Management in May 2019 and heads a full-service asset management team to provide investors with an efficient and class leading asset management service. Since joining in May 2019, the team has grown to 20+ full time employees with expertise split across financial, technical and commercial sectors. The team manages over 386MWp of energy generating assets across six separate technologies.

Prior to joining the Investment Manager, Tom was Director at Foresight Group, where he had oversight of a significant portfolio of renewable energy investments. Whilst at Foresight, Tom was actively involved in the ongoing management of its first investment trust, overseeing administration, valuation and audit obligations as well as asset and portfolio performance. He has a wealth of experience in monitoring the type of target assets the Company invests in as well as institutional standard reporting.

*Danielle Strothers – Co-Head of Asset Management*

Danielle joined the Investment Manager in September 2019. Alongside Tom Moore, she manages the asset management function, focussing on asset performance, business operations and compliance. Danielle is also responsible for the co-ordination of the valuation process across the energy portfolio.

Prior to joining the Investment Manager, Danielle was a senior portfolio manager at Foresight Group, where she was responsible for the operations of their renewable energy portfolio.

Danielle is a Chartered Accountant and holds a BSc in Accounting & Finance from the University of Birmingham.

*Coos Battjes – Energy Market Specialist*

Coos joined the Investment Manager in November 2018 as a specialist energy market's adviser. Coos is responsible for structuring route-to-market contracts and enhancing the value of an energy and infrastructure's portfolio. Coos has an extensive record in the energy and carbon markets having worked for energy utilities, financial institutions, consultancy and research foundations over a career spanning over 20 years. Coos holds a PhD in Math and Natural Science from the University of Groningen in the Netherlands.

*Per Johansson, Technical Portfolio Lead*

Per joined the Investment Manager in June 2021 and is responsible for the management and operations of the wind portfolio which is managed by the Investment Manager. Per is also leading the expansion of Downing's Nordic office in Stockholm, that will act as a base for Downing's presence in the Nordic region. Per has over a decade of wind expertise from both the wind turbine manufacturers side, and from the EPC side and energy utility and has managed projects in Germany, Poland, Sweden and Finland. Previously Per worked for EPC OX2 in Stockholm. Per holds a MSc in civil engineering from the technical faculty of the University of Lund.

*Ulf Wennilso, Technical Portfolio Lead*

Based in Sweden, Ulf joined the Investment Manager in January 2022 and is responsible for managing the hydro power portfolio, which is managed by the Investment Manager. His main focus is to continue to establish a well suited asset management concept across the hydro power portfolio, enabling continued protection and optimisation of performance as well as preparing asset management capabilities for efficient growth in the future.

Ulf has more than 25 years' of experience in the hydro power industry, including dam safety, power grid and asset management. Prior to joining the Investment Manager, Ulf was an operational excellence manager at Fortum Sweden AB, one of the leading energy companies in the Nordics.

*Project Development Team*

*Tony Gannon, Head of Development*

Tony joined the Investment Manager in July 2021 as Head of Development, leading the development of an investment pipeline of wind, solar and battery storage assets. Prior to joining the Investment Manager, Tony held senior management roles within Scottish Power, where he led the development of their new technology pipeline and also led the delivery of their onshore construction portfolio.

*Business Operations Team*

*James Weaver – Partner and Chief Operating Officer*

James joined the Investment Manager as a Partner and Chief Operating Officer in October 2018. Responsible for the organisational infrastructure of the Investment Manager, he was previously the General Counsel and Partner of a London based hedge fund and the Chief Operating Officer of a

national specialist lender. James originally trained as a solicitor with Pinsent Masons LLP, practicing litigation in construction, engineering and energy disputes. James holds an LLB law degree and a master's degree in politics.

#### *Legal*

##### *Peter Naylor – Partner and Legal Counsel*

Peter is Partner and Legal Counsel at Downing LLP. He joined the Investment Manager in 2014 and oversees the consistency and rigour of the Investment Manager's investment process. Peter has particular experience in equity investments across a range of sectors and supports the investment team in the structuring and execution of its investments.

#### *Compliance*

##### *Danielle Jones – Compliance Director*

Danielle is responsible for ensuring that the Investment Manager's compliance structures and processes are organised so that the Investment Manager's and its clients' objectives are achieved in a responsible, risk-aware and compliant manner. She has over 20 years of compliance experience, working most recently as Head of Management Services at Maitland Institutional Services Ltd having spent four years as Director in Legal, Risk and Compliance. Prior to this, Danielle has held compliance roles at Capita, Merrill Lynch and Aberdeen Asset Management.

#### *Energy & Infrastructure – Investment Committee*

##### *Chris Allner – Partner and Chairman of Investment Committee*

Chris is a partner of Downing LLP, having joined in March 2012, and chairs the investment committee. Chris has 35 years of venture capital and private equity experience, most recently as head of private equity at Octopus Investments. Prior to this, Chris was a director at Beringea and Bridgepoint with previous experience at 3i and Charterhouse. Chris has transacted over 50 investments and has sat on the board of directors of a number of unquoted and quoted portfolio companies across a variety of commercial sectors.

##### *Nick Lewis – Founding Partner and Chairman*

Nick founded the Investment Manager in 1986. Prior to this, he was with NatWest Ventures Limited and Apax Partners and Co. Limited. Nick is a member of the Investment Manager's Investment Committees for both the private and public equity divisions, providing risk oversight for transactions. Nick attended Downing College at Cambridge, after which Downing LLP is named.

##### *Tony McGing – Partner and Chief Executive Officer*

Tony joined the Investment Manager in 1992 and has driven the company's growth from approximately 10 staff members to over 190 staff members. Tony has carried out various roles throughout his time at the Investment Manager, with a particular focus on the development and marketing of new products, as well as sitting on the Investment Committee. He previously worked at Kingston Smith Chartered Accountants, joining in 1986 after graduating from Kings College London with a degree in maths and management. While at Kingston Smith Chartered Accountants he focussed on auditing small and medium sized businesses and qualified as a Chartered Accountant.

##### *Kostas Manolis – Partner and Head of Unquoted Investments*

Kostas joined the Investment Manager as a Partner in 2015. He is a member of the Investment Manager's Executive Committee. Kostas has more than 16 years' private equity experience as an investor, board director, portfolio manager, adviser and business angel. Kostas worked as a corporate finance advisor at PricewaterhouseCoopers LLP, where he advised institutions and management teams on private equity deals and later joined the private equity team of Bank of Scotland in 2006. He was a member of the Caird Capital team that led a successful spin out of a £500 million private equity portfolio from Lloyds Banking Group in 2010. Kostas has worked with management teams through operational improvement, growth, turnaround and successful exits. Kostas holds a degree in Biochemistry and a PhD in Molecular Genetics and is a Chartered Accountant with ICAEW.

##### *Colin Corbally – Partner, Head of Investment Strategy*

Colin is a Partner & Head of Investment Strategy at Downing LLP. He qualified as a solicitor with Linklaters in 1996 and spent six years as Senior Manager at 3i Group in corporate finance and

venture capital. Colin then spent four years at The Royal Bank of Scotland where he was a Director, structuring debt and equity investments, before joining the Investment Manager in 2006. Colin has led a wide range of infrastructure-related investments, with many relating to hotels and renewable energy.

*Jonathan Boss – Partner*

Jonathan has over 20 years' private equity experience and has led over 100 transactions. These transactions comprised growth investments, management buy-outs, acquisitions, company sales, refinancings and development finance. Both at 3i (1996-2007) and at the Investment Manager (2008 to date), Jonathan has focussed on small and medium enterprises, working alongside management teams with substantial equity stakes as they grow and evolve their businesses, and ultimately seek to realise their investments.

*Andrew Jameson – Non-Executive Chairman*

A former Olympic medallist in swimming and investment banker, Andrew Jameson joined the investment manager in December 2019 in an advisory role with an emphasis on governance and infrastructure investments. Andrew's previous positions include head of investment banking (EMEA) for Bank of Tokyo Mitsubishi, where he oversaw the renewable energy and infrastructure teams. Prior to this, he was head of the infrastructure team at the Royal Bank of Scotland International. Andrew is also a prominent swimming commentator for the BBC.

#### **4 THE INVESTMENT MANAGEMENT AGREEMENT**

The Company and the AIFM have appointed the Investment Manager pursuant to the Investment Management Agreement, a summary of which is set out at paragraph 6.3 of Part 7 of this Registration Document, under which the Investment Manager has been given responsibility for the discretionary management of the Company's Assets (including uninvested cash) in accordance with the Company's investment policy, subject to the overall oversight and supervision of the AIFM.

Under the Investment Management Agreement, the Investment Manager receives from the Company a management fee of 0.95% per annum of Net Asset Value up to £500 million and 0.85% per annum of Net Asset Value in excess of £500 million, payable quarterly in arrears. No performance fee is payable to the Investment Manager under the Investment Management Agreement.

The Asset Manager, a wholly owned subsidiary of the Investment Manager, also charges separate asset level fees.

The Investment Management Agreement is for an initial term of 5 years from the date of IPO Admission and thereafter subject to termination on not less than 12 months' written notice by any party. The Investment Management Agreement can be terminated at any time in the event of the insolvency of the Company, the AIFM or the Investment Manager, in the event that the Investment Manager ceases to be authorised and regulated by the FCA (if required to be so authorised and regulated to continue to carry out its duties under the Investment Management Agreement) or if certain key members of the Investment Manager's team cease to be involved in the provision of services to the Company and are not replaced by individuals satisfactory to the Company (acting reasonably).

Details of the Investment Management Agreement are set out in paragraph 6.3 of Part 7 of this Registration Document.

#### **5 OTHER ARRANGEMENTS**

***Depository***

The Depository provides the Company with depository services which include oversight (for example monitoring continuing compliance with the Company's investment policy and ensuring that the Company's cashflows are properly monitored, and that all payments made by or on behalf of investors upon the subscription for shares are received) and reporting any breaches, anomalies and discrepancies. The Depository is permitted to delegate (and authorise its delegates to sub-delegate) the safekeeping of the assets of the Company.

The Depository is entitled to an annual fee of £45,000 (exclusive of VAT) per annum.

Details of the Depositary Agreement are set out in paragraph 6.5 of Part 7 of this Registration Document.

### **Company Secretary**

The Company Secretary provides the company secretarial functions required by the Companies Act.

Under the terms of the Company Secretarial Services Agreement, the aggregate fees payable to Link Company Matters Limited are £59,100 per annum which shall be increased to £60,873 from 1 June 2022. In addition, the Company Secretary is entitled to certain other fees for *ad hoc* services rendered to the Company from time to time.

Details of the Company Secretarial Services Agreement are set out in paragraph 6.6 of Part 7 of this Registration Document.

### **Registrar**

The Company utilises the services of Link Market Services Limited as registrar. Under the terms of the Registrar Agreement, the Registrar is entitled to a fee calculated on the basis of the number of Shareholders, the number of transfers processed and any Common Reporting Standard onboarding, filings or changes. The annual minimum fee is £2,500 (exclusive of VAT). In addition, the Registrar is entitled to certain other fees for *ad hoc* services rendered from time to time.

Details of the Registrar Agreement are set out in paragraph 6.9 of Part 7 of this Registration Document.

### **Receiving Agent**

The Company has appointed Link Market Services Limited to act as the Company's receiving agent for the purposes of the Initial Offer for Subscription, the Open Offer and the Initial Intermediaries Offer pursuant to the Receiving Agent Agreement. Under the terms of the Receiving Agent Agreement, the Receiving Agent is entitled to a fee from the Company of £25,000 (exclusive of VAT) in connection with these services.

The Receiving Agent will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.

Details of the Receiving Agent Agreement are set out in paragraph 6.7 of Part 7 of this Registration Document.

### **Auditor**

BDO LLP provides audit services to the Company. The annual report and accounts are prepared according to the accounting standards laid out under International Financial Reporting Standards. The fees charged by the Auditor depend on the services provided and, on the time spent by the Auditor on the affairs of the Company.

## **6 ONGOING ANNUAL FEES AND EXPENSES**

The Company incurs ongoing annual expenses which include the fees paid to the Investment Manager and other service providers as described above in addition to other expenses. The fees and expenses for the Company in respect of the period from incorporation (being 8 October 2020) to 31 December 2021 (including the ongoing annual expenses of the Company) can be found in the selected financial information of the Company which can be found in Part 6 of this Registration Document.

Separately, the SPVs owning Assets also bear project costs in connections with the Assets. These project costs cover the performance of the operating asset management and reporting activities that are essential to ensuring optimal performance of each Asset. These project costs include the arm's length fees and expenses of the wholly owned subsidiary of the Investment Manager acting as asset manager for performing for the Asset owning SPVs the operating asset monitoring and reporting activities typically required in respect of the Assets intended to be acquired by the Company.

## **7 CORPORATE GOVERNANCE**

The Disclosure Guidance and Transparency Rules require the Company to: (i) make a corporate governance statement in its annual report and accounts based on the code to which it is subject, or with which it voluntarily complies; and (ii) describe its internal control and risk management arrangements. The Board has considered the principles and recommendations of the AIC Code. The AIC Code, addresses all the principles set out in the UK Corporate Governance Code, as well as setting out additional principles and recommendations on issues that are of specific relevance to listed investment companies. The Board considers that reporting against the principles and recommendations of the AIC Code, will provide better information to Shareholders. The terms of the Financial Reporting Council's endorsement mean that AIC members who report against the AIC Code meet fully their obligations under the UK Corporate Governance Code and the related disclosure requirements contained in the Listing Rules.

The UK Corporate Governance Code includes provisions relating to:

- the appointment of a senior independent director;
- the role of the chief executive;
- executive directors' remuneration; and
- the need for an internal audit function.

The Board does not consider that the above provisions are relevant to the Company. The Company will therefore not comply with these provisions. The AIC Code also includes a provision relating to the appointment of a senior independent director. The Board considers that, due to the size of the Board, this provision is not appropriate to the position of the Company.

The Company's Audit and Risk Committee consists of all the Directors and is chaired by Ashley Paxton. The Audit and Risk Committee meets at least three times a year. The Board considers that the members of the Audit and Risk Committee have the requisite skills and experience to fulfil the responsibilities of the Audit and Risk Committee. The Audit and Risk Committee examines the effectiveness of the Company's control systems. It reviews the interim and annual reports and also receives information from the AIFM and the Investment Manager. It also reviews the scope, results, cost effectiveness, independence and objectivity of the external auditor.

In accordance with the AIC Code, the Company has established a Management Engagement Committee which is chaired by Hugh W M Little and consists of all of the Directors. The Management Engagement Committee meets at least once a year or more often if required. Its principal duties are to: (i) consider the terms of appointment of the AIFM, the Investment Manager and other service providers; (ii) annually review those appointments and the terms of engagement; and (iii) monitor, evaluate and hold to account the performance of the AIFM, the Investment Manager, the other service providers and their key personnel.

The Company's Remuneration Committee consists of all of the Directors and is chaired by Ashley Paxton. The Remuneration Committee meets at least twice a year or more often if required. The Remuneration Committee's main functions include: (i) agreeing the policy for the remuneration of the Directors and reviewing any proposed changes to the policy; (ii) reviewing and considering ad hoc payment to the Directors in relation to duties undertaken over and above normal business; and (iii) appointing independent professional remuneration advice.

The Company's Nomination Committee consists of all of the Directors and is chaired by Joanna de Montgros. The Nomination Committee meets at least once a year or more often if required. Its principal duties are to advise the Board on succession planning bearing in mind the balance of skills, knowledge and experience existing on the Board and makes recommendations to the Board in this regard. The Nomination Committee advises the Board on its balance of relevant skills, experience, gender, race, ages and length of service of the Directors serving on the Board. All appointments to the Board are and will be made in a formal and transparent matter.

## **8 DIRECTORS' SHARE DEALINGS**

The Directors comply and will comply with the share dealing code adopted by the Company in accordance with UK MAR in relation to their dealings in Ordinary Shares. The Board is responsible for taking all proper and reasonable steps to ensure compliance with the share dealing code by the Directors.

## PART 6

### FINANCIAL INFORMATION

#### 1 HISTORICAL FINANCIAL INFORMATION

The Company has published audited financial statements for the period from incorporation on 8 October 2020 to 31 December 2021 (the “**2021 Annual Report**”). The 2021 Annual Report was prepared in accordance with International Financial Reporting Standards and was audited by BDO LLP, whose report was unqualified. BDO LLP is registered to carry on audit work by The Institute of Chartered Accountants in England and Wales (ICAEW).

The 2021 Annual Report included, on the pages specified in the table below, the following information (which is incorporated into this document by reference):

<i><b>Nature of information</b></i>	<i><b>Page no(s)</b></i>
<i>Chairman’s Statement</i>	6 – 9
<i>Sustainability and Responsible Investment</i>	10 – 25
<i>Portfolio Summary</i>	37 – 39
<i>Investment Manager’s Report</i>	40 – 54
<i>Directors’ Report</i>	70 – 72
<i>Audit and Risk Committee Report</i>	84 – 86
<i>Directors’ Remuneration Report</i>	87 – 94
<i>Independent Auditor’s Report</i>	96 – 103
<i>Statement of Comprehensive Income</i>	104
<i>Statement of Financial Position</i>	105
<i>Statement of Changes in Equity</i>	106
<i>Statement of Cash Flows</i>	107
<i>Notes to the Financial Statements</i>	108 – 138
<i>Alternative Performance Measures</i>	139 – 141

## 2 SELECTED FINANCIAL INFORMATION

Selected key audited figures which summarise the financial condition of the Company in respect of the period from 8 October 2020 to 31 December 2021 are set out in the table below. The information has been extracted without material adjustment from the 2021 Annual Report. Investors should read the whole of such report and not rely solely on the key or summarised information set out below.

	<i>As at 31 December 2021 (audited) (£'000)</i>
<b><u>Statement of Financial Position</u></b>	
<b>Non-current assets:</b>	
Investments at fair value through profit or loss	131,508
<b>Current assets</b>	
Trade and other receivables	280
Cash and cash equivalents	11,254
	<b>11,534</b>
<b>Total assets</b>	<b>143,042</b>
<b>Current liabilities: amounts falling due within one year</b>	
Trade and other payables	(1,201)
Total liabilities	(1,201)
<b>Net current assets</b>	<b>10,333</b>
<b>Net assets</b>	<b>141,841</b>
<b>Net asset value per ordinary share (pence)</b>	<b>103.5</b>
	<i>From 8 October 2020 to 31 December 2021 (audited) (£'000)</i>
<b><u>Statement of Comprehensive Income</u></b>	
Interest due on loans to investments	4,978
Unrealised movement in fair value of investments	7,327
<b>Total operating income</b>	<b>12,305</b>
Investment management fees	(1,284)
Directors' fees	(146)
Other expenses	(745)
<b>Profit before taxation</b>	<b>10,130</b>
Taxation	—
<b>Profit and total comprehensive income for the period attributable to equity holders of the Company</b>	<b>10,130</b>
<b>Earnings per Ordinary Share (pence) – basic and diluted</b>	<b>9.4</b>

### 3 OPERATING AND FINANCIAL REVIEW

The 2021 Annual Report included, on the pages specified in the table below: descriptions of the Company's financial condition (in both capital and revenue terms); details of the Company's investment activity and portfolio exposure; and changes in its financial condition for the period covered by the historical financial information.

<i>Nature of information</i>	<i>2021 Annual Report (page no(s))</i>
Portfolio Summary	37 – 39
Chairman's Statement	6 – 9
Investment Manager's Report	40 – 54

### 4 SIGNIFICANT CHANGE

Save as disclosed below, there has been no significant change in the financial position or the financial performance of the Company or the Group since 31 December 2021, being the end of the last financial period for which audited financial statements of the Company have been published:

- on 21 January 2022, the Group completed its acquisition of two hydropower portfolios located in central Sweden for approximately EUR 25 million in aggregate;
- on 2 February 2022, the Group completed its acquisition of an operational 46MW onshore wind project located in north east Sweden for approximately EUR 23.8 million;
- on 24 February 2022, the Company declared an interim dividend in respect of the period from 1 October 2021 to 31 December 2021 of 1.25 pence per Ordinary Share which was paid on 31 March 2022;
- on 3 May 2022, the Company drew down £17.3 million under its £25 million Revolving Credit Facility. The proceeds were used to acquire the 18GWh hydropower portfolio on 5 May 2022;
- on 5 May 2022, the Group completed its acquisition of an 18GWh hydropower portfolio in Sweden for approximately EUR20 million;
- on 11 May 2022, the Company announced its Net Asset Value as at 31 March 2022, being 110.1 pence per Ordinary Share; and
- on 11 May 2022, the Company declared an interim dividend in respect of the period from 1 January 2022 to 31 March 2022 of 1.25 pence per Ordinary Share which will be paid on 30 June 2022.

### 5 DOCUMENT INCORPORATED BY REFERENCE

The parts of the 2021 Annual Report referenced in this Part 6 have been incorporated into this Registration Document by reference. The parts of the 2021 Annual Report not referenced in this Part 6 are either not relevant for investors or are covered elsewhere in this Registration Document.

Any statement contained in the 2021 Annual Report which is incorporated by reference herein, shall be deemed to be modified or superseded for the purpose of this Registration Document to the extent that a statement contained herein (or in a later document which is incorporated by reference herein) modifies or supersedes such earlier statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Document.

A copy of the 2021 Annual Report is available online at <https://www.doretrust.com> and copies are available for inspection at the address referred to in paragraph 9 of Part 7 of this Registration Document.

## PART 7

### GENERAL INFORMATION

#### 1 THE COMPANY

- 1.1 The Company was incorporated with the name DR&I Trust plc in England and Wales on 8 October 2020 with registered number 12938740 as a public company limited by shares under the Companies Act. On 22 October 2020, the Company changed its name to Downing Renewables & Infrastructure Trust plc. The Company is registered as an investment company under section 833 of the Companies Act. The Company's legal entity identifier number is 2138004JHBJ7RHDYDR62.
- 1.2 The Company has determined that it should be classified as an Article 9 product under SFDR.
- 1.3 On 10 December 2020, the Company completed its IPO and the Ordinary Shares were admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market.
- 1.4 The registered office and principal place of business of the Company is Beaufort House, 51 New North Road, Exeter EX4 4EP with telephone number +44 (0) 1392 477 500.
- 1.5 The principal legislation under which the Company operates is the Companies Act. As an investment trust, the Company is not regulated as a collective investment scheme by the FCA. However, as a company with its shares admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market, the Company and the Shareholders are subject to the Listing Rules, the Prospectus Regulation Rules, the UK Prospectus Regulation, the UK MAR, the Disclosure Guidance and Transparency Rules and the rules of the London Stock Exchange.
- 1.6 The principal activity of the Company is to invest in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe.
- 1.7 The Company's accounting period ends on 31 December of each year. The annual report and accounts are prepared in Sterling according to accounting standards laid out under International Financial Reporting Standards.
- 1.8 On 9 November 2020, the Company was granted a certificate under section 761 of the Companies Act entitling it to commence business and to exercise its borrowing powers.
- 1.9 The Company is domiciled in England and Wales, does not have any employees and does not own any premises.

1.10 The following table contains a list of the subsidiaries of the Company as at the date of this Registration Document:

<b>Name</b>	<b>Category</b>	<b>Place of Business</b>	<b>Registered Office*</b>	<b>Ownership Interest (%)</b>
Dore Hold Co Limited	Intermediate holding company	England	A	100
DORE Sweden Hold Co Limited	Intermediate holding company	England	A	100
Downing Wind Sweden HoldCo AB	Intermediate holding company	Sweden	B	100
Downing Hydro Sweden Holdco AB	Intermediate holding company	Sweden	B	100
Downing Hydro AB	Intermediate holding company	Sweden	B	100
Gabrielsberget Syd Vind AB	Project Company	Sweden	B	100
Gabrielsberget Net AB	Project Company	Sweden	B	43.4
Abercomyn Solar Ltd	Project company	England	A	100
Andover Airfield Solar Developments Ltd	Project company	England	A	100
Appleton Renewable Energy	Portfolio level holding company	England	A	100
Appleton Renewables	Portfolio level holding company	England	A	100
Beeston Solar Energy Ltd	Project company	England	A	100
Beeston Solar Ltd	Portfolio level holding company	England	A	100
Bourne Park Solar Limited	Project company	England	A	100
Brookside Solar Ltd	Project company	England	A	100
Brown Argus Trading Ltd	Project company	England	A	100
Chalkhill Commercial PV Ltd	Project company	England	A	100
Chalkhill Life Holdings Ltd	Portfolio level holding company	England	A	100
Deeside Solar Farm Ltd	Project company	England	A	100
Emerald Isle Solar Energy Ltd	Portfolio level holding company	Northern Ireland	A	100
Emerald Isle Solar Ltd	Project company	Northern Ireland	A	100
Greenacre Redbridge Ltd	Project company	England	A	100
Greenacre Solar Energy Ltd	Project company	England	A	100
Greenacre Solar Ltd	Portfolio level holding company	England	A	100
Heulwen Solar Ltd	Project company	England	A	100
Hulse Energy Ltd	Portfolio level holding company	Northern Ireland	A	100
Hulse Renewable Energy Ltd	Project company	Northern Ireland	A	100
KPP132 Ltd	Project company	England	A	100
KPP141 Ltd	Project company	Northern Ireland	A	100
Moray Energy Ltd	Portfolio level holding company	Northern Ireland	A	100
Moray Power (UK) Ltd	Portfolio level holding company	Northern Ireland	A	100
Moray Power Ltd	Portfolio level holding company	Northern Ireland	A	100
Newton Solar Energy Ltd	Project company	England	A	100
Newton Solar Ltd	Portfolio level holding company	England	A	100
Penarth Energy Ltd	Portfolio level holding company	England	A	100
Ridgeway Solar Energy Ltd	Project company	England	A	100
Ridgeway Solar Ltd	Portfolio level holding company	England	A	100
Ringlet Trading Ltd	Project company	England	A	100

<b>Name</b>	<b>Category</b>	<b>Place of Business</b>	<b>Registered Office*</b>	<b>Ownership Interest (%)</b>
ROC Solar (UK) Ltd	Project company	Northern Ireland	A	100
ROC Solar Ltd	Portfolio level holding company	Northern Ireland	A	100
Solar Finco 1 Limited	Portfolio level holding company	England	A	100
Solar Finco 2 Limited	Portfolio level holding company	England	A	100
Solar Finco 3 Limited	Portfolio level holding company	England	A	100
TGC Solar Oakfield Ltd	Project company	England	A	100
Triumph Renewable Energy Ltd	Project company	Northern Ireland	A	100
Triumph Solar Energy Ltd <sup>16</sup>	Portfolio level holding company	Northern Ireland	A	100
Triumph Solar Ltd	Portfolio level holding company	Northern Ireland	A	100
Voltaise (UK) Ltd	Project company	England	A	100
Voltaise Ltd	Portfolio level holding company	England	A	100
Wakehurst Renewable Energy Ltd	Project company	Northern Ireland	A	100
Wakehurst Renewables Ltd	Portfolio level holding company	Northern Ireland	A	100
York NIHE Ltd	Project company	Northern Ireland	A	100
York Renewable Energy Ltd	Project company	England	A	100
York Renewables Ltd	Portfolio level holding company	Northern Ireland	A	100

**Registered offices:**

A. St. Magnus House, 3 Lower Thames Street, London EC3R 6HD England

B.C/o Cirio Advokatbyrå Box 3294, 103 65 Stockholm

1.11 The Company intends at all times to conduct its affairs so as to enable it to qualify as an investment trust for the purposes of sections 1158 and 1159 (and regulations made thereunder) of the CTA 2010 and the Investment Trust (Approved Company) (Tax) Regulations 2011. In summary, the conditions and requirements that must continue to be met for approval by HMRC as an investment trust, and which must continue to be met for each accounting period in respect of which the Company is approved as an investment trust, are that:

- all, or substantially all, of the business of the Company is investing its funds in shares, land or other assets with the aim of spreading investment risk and giving members the benefit of the results of the management of its funds;
- the Company is not a close company at any time during the accounting period;
- the Company's ordinary share capital is admitted to trading on a regulated market throughout the accounting period;
- the Company must not retain in respect of the accounting period an amount greater than the higher of: (a) 15% of its income for the period; and (b) the amount of any income which the Company is required to retain in respect of the period by virtue of a restriction imposed by law. However, where the Company has relevant accumulated losses brought forward from previous accounting periods of an amount equal to or greater than the higher of the amounts mentioned in (a) and (b) above, it may retain an amount equal to the amount of such losses; and
- the Company notifies HMRC if it revises its published investment policy.

## 2 SHARE CAPITAL

- 2.1 On incorporation, the issued share capital of the Company was £0.01 represented by one Ordinary Share, which was subscribed for by Downing Investment LLP, a wholly owned subsidiary of Downing LLP.
- 2.2 On 26 October 2020, the Company issued 50,000 Management Shares of £1.00 each to Downing Investment LLP.
- 2.3 On 10 December 2020, the Company completed an issue of 122,499,999 Ordinary Shares at an issue price of £1.00 per Ordinary Share as part of the placing, offer for subscription and intermediaries offer that made up the IPO. The one Ordinary Share which was subscribed for by Downing Investment LLP on incorporation was transferred to an investor as part of the IPO.
- 2.4 On 10 December 2020, the Company redeemed the 50,000 Management Shares.
- 2.5 On 19 October 2021, the Company completed an issue of 14,508,487 Ordinary Shares at an issue price of 102.5 pence per Ordinary Share pursuant to a placing and retail offer.
- 2.6 The issued share capital of the Company as at 31 December 2021 comprised 137,008,487 Ordinary Shares.
- 2.7 Since 31 December 2021 to the date of this Registration Document, the Company has not issued any Ordinary Shares.
- 2.8 Set out below is the issued share capital of the Company as at the date of this Registration Document:

	<b>Aggregate nominal value (£)</b>	<b>Number</b>
Ordinary Shares	£1,370,084.87	137,008,487

The Ordinary Shares in issue are fully paid up.

- 2.9 Set out below is the issued share capital of the Company as it will be immediately following the Initial Issue (assuming 45,669,495 Ordinary Shares are allotted):

	<b>Aggregate Nominal value (£)</b>	<b>Number</b>
Ordinary Shares	£1,826,779.82	182,677,982

All Ordinary Shares will be fully paid. As at the date of this Registration Document, the Company does not have any shares held in treasury.

- 2.10 The Company has convened the General Meeting at which in addition to the existing authorities detailed in paragraph 2.11 below the Directors are seeking authority from Shareholders to issue up to 250 million Ordinary Shares pursuant to the Initial Issue and any Subsequent Issue on a non-pre-emptive basis.
- 2.11 By certain resolutions passed at the Company's annual general meeting held on 6 April 2022:
- 2.11.1 the Directors were generally and unconditionally authorised in accordance with section 551 of the Companies Act to exercise all powers of the Company to allot Ordinary Shares up to an aggregate nominal value of £137,008 (equivalent to approximately 10% of the issued share capital of the Company as at the date of the notice of annual general meeting), such authority to expire (unless previously varied, revoked or renewed by the Company in general meeting) at the earlier of the conclusion of the annual general meeting of the Company to be held in 2023 and 31 December 2023, save that the Company may, at any time prior to the expiry of such authority, make an offer or enter into an agreement which would or might require Ordinary Shares to be allotted or sold after the expiry of such power and the Directors may allot or sell Ordinary Shares in pursuance of such an offer or agreement as if such power had not expired;

- 2.11.2 the Directors were empowered, in accordance with sections 570 and 573 of the Companies Act, to allot and to sell Ordinary Shares from treasury for cash, pursuant to the authority conferred on the Directors by the resolution above at paragraph 2.11.1, as if section 561 of the Companies Act did not apply to such allotment or sale up to an aggregate nominal value of £137,008 (equivalent to approximately 10% of the issued share capital of the Company as at the date of the notice of annual general meeting), such power to expire at the earlier of the conclusion of the annual general meeting of the Company to be held in 2023 and 31 December 2023 (unless previously varied, revoked or renewed by the Company in general meeting) save that the Company may, at any time prior to the expiry of such authority, make an offer or enter into an agreement which would or might require Ordinary Shares to be allotted or sold after the expiry of such power and the Directors may allot or sell Ordinary Shares in pursuance of such an offer or agreement as if such power had not expired;
- 2.11.3 the Company was generally and unconditionally authorised in accordance with section 701 of the Companies Act to make market purchases (within the meaning of section 693(4) of the Companies Act) of Ordinary Shares, provided that:
- 2.11.3.1 the maximum number of Ordinary Shares thereby authorised to be purchased is 20,537,572 (representing 14.99% of the Ordinary Shares in issue as at the date of the notice of annual general meeting);
- 2.11.3.2 the minimum price which may be paid for each Ordinary Share is 1 penny;
- 2.11.3.3 the maximum price which may be paid for each Ordinary Share shall not be more than the higher of (i) an amount equal to 105% of the average of the closing mid-market value of Ordinary Shares taken from the Daily Official List of the London Stock Exchange for the five business days immediately preceding the day on which that contract for purchase is made; and (ii) the higher of the price of the last independent trade in the Ordinary Shares and the highest then current independent bid for the Ordinary Shares on the trading venue where the purchase is carried out;
- 2.11.3.4 the authority will (unless previously renewed, varied or revoked by the Company in general meeting) expire at the earlier of the conclusion of the annual general meeting of the Company to be held in 2023 and 31 December 2023; and
- 2.11.3.5 the Company may make a contract of purchase for Ordinary Shares under this authority before this authority expires, which will or may be executed wholly or partly after its expiration; and
- 2.11.4 a general meeting of the Company other than an annual general meeting may be called on not less than 14 clear days' notice, provided that the authority shall expire at the conclusion of the Company's next annual general meeting after the date of the passing of the resolution.
- 2.12 The provisions of section 561(1) of the Companies Act (which, to the extent not disapplied pursuant to sections 570 and 573 of the Companies Act, confer on Shareholders rights of pre-emption in respect of the allotment of equity securities which are, or are to be, paid up in cash) apply to issues by the Company of equity securities save to the extent disapplied as set out in paragraphs 2.10 and 2.11 above.
- 2.13 In accordance with the authorities sought at the General Meeting and referred to in paragraph 2.10 above, it is expected that the Ordinary Shares to be issued pursuant to any Issue will be allotted (conditionally upon the Admission of the relevant Ordinary Shares) pursuant to a resolution of the Board to be passed shortly before Admission of the relevant Ordinary Shares in accordance with the Companies Act.
- 2.14 By a special resolution passed on 26 October 2020, the Company resolved that, conditional upon IPO Admission and subject to the confirmation and approval of the Court, the amount standing to the credit of the share premium account of the Company immediately following

completion of the Company's initial public offering be cancelled, and the amount of the share premium account so cancelled be credited to a reserve. Pursuant to this resolution, the Directors applied to the Court and obtained a judgement on 20 April 2021 to cancel the amount standing to the credit of the share premium account of the Company. The amount of the share premium account cancelled and credited to a special distributable reserve was £121,222,877.

- 2.15 Save as disclosed in this paragraph 2, as at the date of this Registration Document, no share or loan capital of the Company has since the date of incorporation of the Company been issued or been agreed to be issued, fully or partly paid, either for cash or for a consideration other than cash, and, other than pursuant to the Initial Issue, no such issue is now proposed.
- 2.16 As at the date of this Registration Document, the Company has not granted any options over its share or loan capital which remain outstanding and has not agreed, conditionally or unconditionally to grant any such options and no convertible securities, exchangeable securities or securities with warrants have been issued by the Company.
- 2.17 All of the Ordinary Shares to be issued pursuant to the Initial Issue and the Share Issuance Programme, will be in registered form and will be eligible for settlement in CREST. Temporary documents of title will not be issued.
- 2.18 There are no restrictions on the free transferability of the Ordinary Shares, subject to compliance with applicable securities law and the restrictions on transfer contained in the Articles.
- 2.19 Applicants who sign and return Open Offer Application Forms in respect of the Open Offer and/or Application Forms in respect of an Offer for Subscription may not withdraw their applications for Ordinary Shares subject to their statutory rights of withdrawal in the event of the publication of a supplementary prospectus prior to Admission of the relevant Ordinary Shares.

### **3 INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS**

- 3.1 As at the Latest Practicable Date, the Directors held the following interests in the share capital of the Company:

<b>Name</b>	<b>Number of Ordinary Shares</b>	<b>Percentage of issued Ordinary Share capital</b>
Hugh W M Little	150,000	0.11%
Ashley Paxton*	80,000	0.06%
Joanna de Montgros	21,085	0.02%

\*Mr. Paxton's Ordinary Shares are held jointly with Mrs. Paxton, a person closely associated of Mr. Paxton.

- 3.2 Save as set out above in this paragraph 3, no Director has any interest (beneficial or non-beneficial) in the share capital of the Company as at the Latest Practicable Date.
- 3.3 No Director has a service contract with the Company, nor are any such contracts proposed, each Director having been appointed pursuant to a letter of appointment entered into with the Company. Each Director will retire from office at each annual general meeting except any Director appointed by the Board after the notice of that annual general meeting has been given and before that annual general meeting has been held. The Directors' appointments can be terminated in accordance with the Articles and on three months' written notice, in both cases without compensation. The Articles provide that the office of Director shall be terminated by, among other things: (i) written resignation; (ii) unauthorised absences from board meetings for six consecutive months or more; or (iii) written request of all of the other Directors.

- 3.4 Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. Save for the Chair, the fees are currently £35,000 for each Director per annum. The Chair's current fee is £50,000 per annum. The Chair of the Audit and Risk Committee receives an additional £5,000 per annum. The aggregate of the remuneration (including any contingent or deferred compensation) paid and benefits in kind granted to the Directors by the Company in respect of the financial year ended 31 December 2021 was £145,833. The Directors are also entitled to out-of-pocket expenses incurred in the proper performance of their duties.
- 3.5 No amount has been set aside or accrued by the Company to provide pensions, retirement or other similar benefits.
- 3.6 None of the Directors has, or has had, an interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company or that has been effected by the Company since its incorporation.
- 3.7 The Company has not made any loans to the Directors which are outstanding, nor has it ever provided any guarantees for the benefit of any Director or the Directors collectively.
- 3.8 Over the five years preceding the date of this Registration Document, the Directors hold or have held the following directorships (apart from their directorships of the Company) or memberships of administrative, management or supervisory bodies and/or partnerships:

<b>Name</b>	<b>Current</b>	<b>Previous</b>
Hugh W M Little	AMJPEF Founder Partner Limited Dark Matter Distillers Limited Maven Capital (Llandudno) LLP Robert Gordon's College Robert Gordon's College (Trading) Limited Sport Technology Services Limited	Clan Cancer Support Clan Now Limited Custodian Real Estate (DROP) Limited Drum Income Plus REIT plc Majenta Logistics Limited (members' voluntary liquidation – dissolved 10 March 2020) TCAM Asset Management Group Limited (members' voluntary liquidation – dissolved 5 January 2021)
Joanna de Montgros	Everoze Partners Limited	Co-Pilot Wind Project Ltd
Ashley Paxton	BC Partners Management GR Limited Ikigai Ventures Limited JZ Capital Partners Limited Paxton Capital Limited Starz Zenith Capital Ltd. The Youth Commission for Guernsey & Alderney LBG TwentyFour Select Monthly Income Fund Limited	Home-Start Guernsey LBG (voluntary strike off – dissolved 23 February 2022) Invicta Wealth Solutions Limited KPMG Channel Islands Limited KPMG Corporate Finance Limited (members' voluntary liquidation – dissolved 29 June 2017) KPMG LLP KPMG Properties Limited (members' voluntary liquidation – dissolved 29 June 2017) Phoenix Investment Holdings Limited Phoenix Property Holdings Limited Phoenix Asset Holdings Limited Young People Guernsey LBG (voluntary strike off – dissolved 15 March 2021)

- 3.9 The Directors in the five years before the date of this Registration Document:

- 3.9.1 do not have any convictions in relation to fraudulent offences;
- 3.9.2 save as disclosed in paragraph 3.8 of this Part 7, have not been associated with any bankruptcies, receiverships, liquidations or administration of any partnership or company through acting in the capacity as a member of the administrative, management or supervisory body or as a partner, founder or senior manager of such partnership or company; and
- 3.9.3 do not have any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administration, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.
- 3.10 So far as is known to the Company, and as notifiable under the Disclosure Guidance and Transparency Rules, as at the Latest Practicable Date, the following persons held, directly or indirectly, 3% or more of the issued Ordinary Shares or the Company's voting rights:

Name	Number of Ordinary Shares	Percentage of voting rights
Bagnall Energy Limited	23,902,437	17.45%
T Choithram & Sons Ltd (UK)	10,000,000	7.30%
South Yorkshire Pensions Authority	5,000,000	3.65%
Stichting Juridisch Eigendom Privium Sustainable Impact Fund	4,500,000	3.28%

- 3.11 All Shareholders have the same voting rights in respect of shares of the same class in the share capital of the Company.
- 3.12 As at the Latest Practicable Date, the Company and the Directors are not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.
- 3.13 As at the date of this Registration Document, the Company and the Directors are not aware of any arrangements, the operation of which may at a subsequent date result in a change in control of the Company.
- 3.14 Save as disclosed in note 22 on page 137 of the 2021 Annual Report (which is incorporated by reference into this Registration Document), the Company has not entered into any related party transaction at any time during the period from incorporation to the Latest Practicable Date.
- 3.15 As at the date of this Registration Document, none of the Directors has any conflict of interest or potential conflict of interest between any duties to the Company and their private interests and/or other duties.
- 3.16 The Company maintains directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

#### 4 THE ARTICLES

The Articles contain provisions, *inter alia*, to the following effect:

##### 4.1 Objects/Purposes

The Articles do not provide for any objects of the Company and accordingly the Company's objects are unrestricted.

##### 4.2 Voting rights

4.2.1 Subject to the provisions of the Companies Act, to any special terms as to voting on which any shares may have been issued or may from time-to-time be held and any suspension or abrogation of voting rights pursuant to the Articles, at a general meeting of the Company every shareholder who is present in person shall, on a show of hands, have one vote, every proxy who has been appointed by a shareholder entitled to vote on the resolution shall, on a show of hands, have one

vote and every shareholder present in person or by proxy shall, on a poll, have one vote for each share of which he/she is a holder. A shareholder entitled to more than one vote need not, if he/she votes, use all his/her votes or vest all the votes he/she uses the same way. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

- 4.2.2 Unless the Board otherwise determines, no shareholder is entitled to vote at a general meeting or at a separate meeting of shareholders of any class of shares, either in person or by proxy, or to exercise any other right or privilege as a shareholder in respect of any share held by him, unless all calls presently payable by him in respect of that share, whether alone or jointly with any other person, together with interest and expenses (if any) payable by such shareholder to the Company have been paid.
- 4.2.3 Notwithstanding any other provision of the Articles, where required by the Listing Rules, a vote must be decided by a resolution of the holders of the Company's shares that have been admitted to premium listing. In addition, where the Listing Rules require that a particular resolution must in addition be approved by the independent shareholders (as such term is defined in the Listing Rules), only independent shareholders who hold the Company's shares that have been admitted to premium listing can vote on such separate resolution.

### 4.3 Dividends

- 4.3.1 Subject to the provisions of the Companies Act and of the Articles, the Company may by ordinary resolution declare dividends to be paid to shareholders according to their respective rights and interests in the profits of the Company. However, no dividend shall exceed the amount recommended by the Board.
- 4.3.2 Subject to the provisions of the Companies Act, the Board may declare and pay such interim dividends (including any dividend payable at a fixed rate) as appears to the Board to be justified by the profits of the Company available for distribution. If at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividends as well as on shares conferring preferential rights, unless at the time of payment any preferential dividend is in arrears. Provided that the Board acts in good faith, it shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer by the lawful payment of any interim dividend on any shares ranking after those preferential rights.
- 4.3.3 All dividends, interest or other sums payable and unclaimed for a period of 12 months after having become payable may be invested or otherwise used by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of 12 years after having become payable shall, if the Board so resolves, be forfeited and shall cease to remain owing by, and shall become the property of, the Company.
- 4.3.4 The Board may, with the authority of an ordinary resolution of the Company, direct that payment of any dividend declared may be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways.
- 4.3.5 The Board may also, with the prior authority of an ordinary resolution of the Company and subject to such terms and conditions as the Board may determine, offer to holders of shares the right to elect to receive shares, credited as fully paid, instead of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution.
- 4.3.6 Unless the Board otherwise determines, the payment of any dividend or other money that would otherwise be payable in respect of shares will be withheld if such shares represent at least 0.25% in nominal value of their class and the holder, or

any other person whom the Company reasonably believes to be interested in those shares, has been duly served with a notice pursuant to the Companies Act requiring such person to provide information about his/her interests in the Company's shares and has failed to supply the required information within 14 calendar days. Furthermore, such a holder shall not be entitled to elect to receive shares instead of a dividend.

#### 4.4 **Distribution of assets on a winding-up**

4.4.1 If the Company is wound up, with the sanction of a special resolution and any other sanction required by law and subject to the Companies Act, the liquidator may divide among the Shareholders in specie the whole or any part of the assets of the Company and for that purpose may value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. With the like sanction, the liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he/she may with the like sanction determine, but no Shareholder shall be compelled to accept any shares or other securities upon which there is a liability.

#### 4.5 **Transfer of shares**

4.5.1 Subject to any applicable restrictions in the Articles, each shareholder may transfer all or any of his/her shares which are in certificated form by instrument of transfer in writing in any usual form or in any form approved by the Board. Such instrument must be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. The transferor is deemed to remain the holder of the share until the transferee's name is entered in the register of shareholders.

4.5.2 The Board may, in its absolute discretion, refuse to register any transfer of a share in certificated form (or renunciation of a renounceable letter of allotment) unless:

4.5.2.1 it is in respect of a share which is fully paid up;

4.5.2.2 it is in respect of only one class of shares;

4.5.2.3 it is in favour of a single transferee or not more than four joint transferees;

4.5.2.4 it is duly stamped (if so required); and

4.5.2.5 it is delivered for registration to the registered office for the time being of the Company or such other place as the Board may from time-to-time determine, accompanied (except in the case of (a) a transfer by a recognised person where a certificate has not been issued (b) a transfer of an uncertificated share or (c) a renunciation) by the certificate for the share to which it relates and such other evidence as the Board may reasonably require to prove the title of the transferor or person renouncing and the due execution of the transfer or renunciation by him/her or, if the transfer or renunciation is executed by some other person on his/her behalf, the authority of that person to do so,

provided that the Board shall not refuse to register a transfer or renunciation of a partly paid share in certificated form on the grounds that it is partly paid in circumstances where such refusal would prevent dealings in such share from taking place on an open and proper basis on the market on which such share is admitted to trading.

The Board may refuse to register a transfer of an uncertificated share in such other circumstances as may be permitted or required by the regulations and the relevant electronic system provided that such refusal does not prevent dealings in shares from taking place on an open and proper basis.

4.5.3 Unless the Board otherwise determines, a transfer of shares will not be registered if the transferor or any other person whom the Company reasonably believes to be interested in the transferor's shares has been duly served with a notice pursuant to

the Companies Act requiring such person to provide information about his/her interests in the Company's shares, has failed to supply the required information within the prescribed period from the service of the notice and the shares in respect of which such notice has been served represent at least 0.25% in nominal value of their class, unless the shareholder is not himself/herself in default as regards supplying the information required and proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer, or unless such transfer is by way of acceptance of a takeover offer, in consequence of a sale on a recognised investment exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded or is in consequence of a *bona fide* sale to an unconnected party.

- 4.5.4 If the Board refuses to register a transfer of a share, it shall send the transferee notice of its refusal, together with its reasons for refusal, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company or, in the case of an uncertificated share, the date on which appropriate instructions were received by or on behalf of the Company in accordance with the regulations of the relevant electronic system.
- 4.5.5 No fee shall be charged for the registration of any instrument of transfer or any other document relating to or affecting the title to any shares.
- 4.5.6 If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as "plan assets" of any Benefit Plan Investor under section 3(42) of ERISA or the U.S. Tax Code; or (ii) would or might result in the Company and/or its shares and/or any of its appointed investment managers or investment advisers being required to register or qualify under the U.S. Investment Company Act, and/or U.S. Investment Advisers Act of 1940 and/or the U.S. Securities Act and/or the U.S. Securities Exchange Act 1934, as amended and/or any laws of any state of the U.S. or other jurisdiction that regulate the offering and sale of securities; or (iii) may cause the Company not to be considered a "Foreign Private Issuer" under the U.S. Securities Exchange Act 1934, as amended; or (iv) may cause the Company to be a "controlled foreign corporation" for the purpose of the U.S. Tax Code; or (v) creates a significant legal or regulatory issue for the Company under the U.S. Bank Holding Company Act 1956, as amended or regulations or interpretations thereunder, or (vi) would cause the Company adverse consequences under the foreign account tax compliance provisions of the U.S. Hiring Incentives to Restore Employment Act of 2010 or any similar legislation in any territory or jurisdiction (including the International Tax Compliance Regulation 2015), including the Company becoming subject to any withholding tax or reporting obligation or to be unable to avoid or reduce any such tax or to be unable to comply with any such reporting obligation (including by reason of the failure of the Shareholder concerned to provide promptly to the Company such information and documentation as the Company may have requested to enable the Company to avoid or minimise such withholding tax or to comply with such reporting obligations) then any shares which the Directors decide are shares which are so held or beneficially owned ("**Prohibited Shares**") must be dealt with in accordance with paragraph 4.5.7 below. The Directors may at any time give notice in writing to the holder of a share requiring him to make a declaration as to whether or not the share is a Prohibited Share.
- 4.5.7 The Directors shall give written notice to the holder of any share which appears to them to be a Prohibited Share requiring him within 21 calendar days (or such extended time as the Directors consider reasonable) to transfer (and/or procure the disposal of interests in) such share to another person so that it will cease to be a Prohibited Share. From the date of such notice until registration for such a transfer or a transfer arranged by the Directors as referred to below, the share will not confer any right on the holder to receive notice of or to attend and vote at a general meeting of the Company and of any class of shareholder and those rights

will vest in the Chair of any such meeting, who may exercise or refrain from exercising them entirely at his/her discretion. If the notice is not complied with within 21 calendar days to the satisfaction of the Directors, the Directors shall arrange for the Company to sell the share at the best price reasonably obtainable to any other person so that the share will cease to be a Prohibited Share. The net proceeds of sale (after payment of the Company's costs of sale and together with interest at such rate as the Directors consider appropriate) shall be paid over by the Company to the former holder upon surrender by him of the relevant share certificate (if applicable).

- 4.5.8 Upon transfer of a share the transferee of such share shall be deemed to have represented and warranted to the Company that such transferee is acquiring shares in an offshore transaction meeting the requirements of Regulation S and is not, nor is acting on behalf of: (i) a Benefit Plan Investor and no portion of the assets used by such transferee to acquire or hold an interest in such share constitutes or will be treated as "plan assets" of any Benefit Plan Investor under section 3(42) of ERISA; and/or (ii) a U.S. Person.

#### 4.6 **Variation of rights**

- 4.6.1 Subject to the provisions of the Companies Act, if at any time the share capital of the Company is divided into shares of different classes, any of the rights for the time being attached to any shares (whether or not the Company may be or is about to be wound up) may from time to time be varied or abrogated in such manner (if any) as may be provided in the Articles by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of the class.

- 4.6.2 The quorum at every such meeting shall be not less than two persons present (in person or by proxy) holding at least one-third of the nominal amount paid up on the issued shares of the relevant class (excluding any shares of that class held as treasury shares) and at an adjourned meeting not less than one person holding shares of the relevant class or his proxy.

#### 4.7 **Alteration of share capital**

The Company may by ordinary resolution:

- 4.7.1 consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares;
- 4.7.2 subject to the provisions of the Companies Act, sub-divide its shares, or any of them, into shares of smaller nominal value than its existing shares;
- 4.7.3 determine that, as between the shares resulting from such a sub-division, one or more shares may, as compared with the others, have any such preferred, deferred or other rights or be subject to any such restrictions, as the Company has power to attach to unissued or new shares; and
- 4.7.4 redenominate its share capital by converting shares from having a fixed nominal value in one currency to having a fixed nominal value in another currency.

#### 4.8 **General meetings**

- 4.8.1 The Board may convene a general meeting (which is not an annual general meeting) whenever and at such time and place, and/or on such electronic platform(s), as it thinks fit.
- 4.8.2 The Board shall determine whether a general meeting is to be held as a physical general meeting and/or an electronic general meeting.
- 4.8.3 The Board may enable persons entitled to attend a general meeting to do so by simultaneous attendance by electronic means. The right of a member to participate in the business of any electronic general meeting shall include the right to speak,

- vote on a poll, be represented by a proxy and have access (including by electronic means) to all documents which are to be made available. The members or proxies so present shall count in the quorum for the general meeting in question.
- 4.8.4 A general meeting shall be convened by such notice as may be required by law from time to time.
- 4.8.5 The notice of any general meeting shall include such statements as are required by the Companies Act and shall in any event specify:
- 4.8.5.1 whether the meeting is convened as an annual general meeting or any other general meeting;
  - 4.8.5.2 whether the meeting will be physical and/or electronic;
  - 4.8.5.3 the place and/or electronic platform(s), the day, and the time of the meeting;
  - 4.8.5.4 the general nature of the business to be transacted at the meeting;
  - 4.8.5.5 if the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as such; and
  - 4.8.5.6 with reasonable prominence, that a shareholder entitled to attend and vote is entitled to appoint one or (provided each proxy is appointed to exercise the rights attached to a different share held by the shareholder) more proxies to attend and to speak and vote instead of the shareholder and that a proxy need not also be a shareholder.
- 4.8.6 The notice must be given to the shareholders (other than any who, under the provisions of the Articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the Directors and the auditors and to any other person who may be entitled to receive it. The accidental omission to give or send notice of any general meeting, or, in cases where it is intended that it be given or sent out with the notice, any other document relating to the meeting including an appointment of proxy to, or the non-receipt of notice by, any person entitled to receive the same, shall not invalidate the proceedings at the meeting.
- 4.8.7 The right of a shareholder to participate in the business of any general meeting shall include without limitation the right to speak, vote, be represented by a proxy or proxies and have access to all documents which are required by the Companies Act or the Articles to be made available at the meeting.
- 4.8.8 A Director shall, notwithstanding that he/she is not a shareholder, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company. The Chair of any general meeting may also invite any person to attend and speak at that meeting if he/she considers that this will assist in the deliberations of the meeting.
- 4.8.9 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Subject to the Articles, two persons entitled to attend and to vote on the business to be transacted, each being a shareholder so entitled or a proxy for a shareholder so entitled or a duly authorised representative of a corporation which is a shareholder so entitled, shall be a quorum. If, at any time, there is only one person entitled to attend and to vote on the business to be transacted, such person being the sole shareholder so entitled or a proxy for such sole shareholder so entitled or a duly authorised representative of a corporation which is such sole shareholder so entitled, shall be a quorum. The Chair of the meeting may, with the consent of the meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place as the meeting shall determine. Where a meeting is adjourned indefinitely, the Board shall fix a time and place for the adjourned meeting. Whenever a meeting is adjourned for 30 calendar days or more or indefinitely, seven clear days' notice at the least, specifying the place, the day

and time of the adjourned meeting and the general nature of the business to be transacted, must be given in the same manner as in the case of the original meeting.

4.8.10 A resolution put to a vote of the meeting shall be decided on a show of hands unless a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded by:

4.8.10.1 the Chair;

4.8.10.2 at least five shareholders having the right to vote on the resolution;

4.8.10.3 a shareholder or shareholders representing not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution (excluding any voting rights attached to shares held as treasury shares); or

4.8.10.4 a shareholder or shareholders holding shares conferring the right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right (excluding any voting rights attached to shares in the Company conferring a right to vote on the resolution held as treasury shares).

4.8.11 Resolutions put to shareholders at electronic general meetings shall be voted on by a poll. Poll votes may be cast by electronic means as the Board deems appropriate.

4.8.12 Nothing in the Articles will prevent the Company from holding physical general meetings. The potential to hold a general meeting through wholly electronic means is intended as a solution to be adopted as a last resort to ensure the continued smooth operation of the Company in extreme operating circumstances where physical meetings are prohibited. The Company has no present intention of holding a wholly electronic general meeting, will endeavour to hold a physical general meeting wherever possible and will only utilise the ability to hold a wholly virtual general meeting in the circumstances referred to immediately above and in other similar circumstances, such as on the occurrence of the proliferation of disease, virus, infection or any other health related circumstance (such as, *inter alia*, an epidemic or pandemic) which leads to actual or anticipated changes in health related policy, guidance or legislation of the Government of England and Wales from time to time which, in the reasonable opinion of the Directors, renders the holding of a physical general meeting not possible and/or undesirable in the interests of the health and safety of members attending such general meeting

#### 4.9 **Borrowing powers**

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and assets (present and future) and, subject to the provisions of the Companies Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

#### 4.10 **Issue of shares**

Subject to the provisions of the Companies Act and to any rights for the time being attached to any shares, any shares may be allotted or issued with or have attached to them such preferred, deferred or other rights or restrictions, whether in regard to dividend, voting, transfer, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine, and any share may be issued which is, or at the option of the Company or the holder of such share is liable to be, redeemed in accordance with the Articles or as the Directors may determine.

#### 4.11 Powers of the Board

The business of the Company shall be managed by the Directors who, subject to the provisions of the Articles and to any directions given by special resolution to take, or refrain from taking, specified action, may exercise all the powers of the Company, whether relating to the management of the business or not. Any Director may appoint any other Director, or any other person approved by resolution of the Directors and willing to act and permitted by law to do so, to be an alternate Director.

#### 4.12 Directors' fees

The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time-to-time determine (not exceeding in aggregate £300,000 per annum or such other sum as the Company in general meeting shall from time to time determine). Any such fees payable shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provision of the Articles or otherwise and shall accrue from day to day.

The Directors are entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors.

#### 4.13 Directors' interests

4.13.1 The Board may authorise any matter proposed to it in accordance with the Articles which would otherwise involve a breach by a Director of his/her duty to avoid conflicts of interest under the Companies Act, including any matter which relates to a situation in which a Director has or can have an interest which conflicts, or possibly may conflict, with the interest of the Company or the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it (excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest). This does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company. Any authorisation will only be effective if any quorum requirement at any meeting at which the matter was considered is met without counting the Director in question or any other interested Director and the matter was agreed to without their voting or would have been agreed to if their votes had not been counted. The Board may impose limits or conditions on any such authorisation or may vary or terminate it at any time.

4.13.2 Subject to having, where required, obtained authorisation of the conflict from the Board, a Director shall be under no duty to the Company with respect to any information which he/she obtains or has obtained otherwise than as a Director and in respect of which he/she has a duty of confidentiality to another person and will not be in breach of the general duties he/she owes to the Company under the Companies Act because he/she fails to disclose any such information to the Board or to use or apply any such information in performing his/her duties as a Director, or because he/she absents himself/herself from meetings of the Board at which any matter relating to a conflict of interest, or possible conflict, of interest is discussed and/or makes arrangements not to receive documents or information relating to any matter which gives rise to a conflict of interest or possible conflict of interest and/or makes arrangements for such documents and information to be received and read by a professional adviser.

4.13.3 Provided that his/her interest is disclosed at a meeting of the Board, or in the case of a transaction or arrangement with the Company, in the manner set out in the Companies Act, a Director, notwithstanding his/her office:

4.13.3.1 may be a party to or otherwise be interested in any transaction arrangement or proposal with the Company or in which the Company is otherwise interested;

- 4.13.3.2 may hold any other office or place of profit at the Company (except that of auditor of the Company or any of its subsidiaries) and may act by himself/herself or through his/her firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Board may arrange;
  - 4.13.3.3 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has powers of appointment; and
  - 4.13.3.4 shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any office or employment or from any transaction, arrangement or proposal or from any interest in any body corporate. No such transaction, arrangement or proposal shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such profit, remuneration or any other benefit constitute a breach of his/her duty not to accept benefits from third parties.
- 4.13.4 A Director need not declare an interest in the case of a transaction or arrangement with the Company if the other Directors are already aware, or ought reasonably to be aware, of the interest or it concerns the terms of his/her service contract that have been or are to be considered at a meeting of the Directors or if the interest consists of him being a director, officer or employee of a company in which the Company is interested.
- 4.13.5 The Board may cause the voting rights conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit and a Director may vote on and be counted in the quorum in relation to any of these matters.

#### 4.14 **Restrictions on Directors voting**

- 4.14.1 A Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board or of a committee of the Board concerning any transaction or arrangement in which he/she has an interest which is to his/her knowledge a material interest and, if he/she purports to do so, his/her vote will not be counted, but this prohibition shall not apply in respect of any resolution concerning any one or more of the following matters:
- 4.14.1.1 any transaction or arrangement in which he/she is interested by means of an interest in shares, debentures or other securities or otherwise in or through the Company;
  - 4.14.1.2 the giving of any guarantee, security or indemnity in respect of money lent to, or obligations incurred by him or any other person at the request of or for the benefit of, the Company or any of its subsidiary undertakings;
  - 4.14.1.3 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself/she herself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - 4.14.1.4 the giving of any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;
  - 4.14.1.5 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings in which offer he/she is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he/she is to participate;

- 4.14.1.6 any proposal concerning any other body corporate in which he/she does not to his/her knowledge have an interest (as the term is used in Part 22 of the Companies Act) in 1% or more of the voting rights which he/she holds as shareholder or through his/her direct or indirect holding of financial instruments (within the meaning of the Disclosure Guidance and Transparency Rules) in such body corporate;
  - 4.14.1.7 any proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
  - 4.14.1.8 any proposal concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons who include Directors;
  - 4.14.1.9 any proposal concerning the funding of expenditure by one or more Directors on defending proceedings against him or them, or doing anything to enable such Director or Directors to avoid incurring such expenditure; or
  - 4.14.1.10 any transaction or arrangement in respect of which his/her interest, or the interest of Directors generally has been authorised by ordinary resolution.
- 4.14.2 A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his/her own appointment (including fixing or varying the terms of his/her appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested.

#### **4.15 Number of Directors**

Unless and until otherwise determined by an ordinary resolution of the Company, the number of Directors shall be not less than two and the number is not subject to a maximum.

#### **4.16 Directors' appointment and retirement**

- 4.16.1 Directors may be appointed by the Company by ordinary resolution or by the Board. If appointed by the Board, a Director shall hold office only until the next annual general meeting.
- 4.16.2 At each annual general meeting all of the Directors will retire from office except any Director appointed by the Board after the notice of that annual general meeting has been given and before that annual general meeting has been held.

#### **4.17 Notice requiring disclosure of interest in shares**

- 4.17.1 The Company may, by notice in writing, require a person whom the Company knows to be, or has reasonable cause to believe is, interested in any shares or at any time during the three years immediately preceding the date on which the notice is issued to have been interested in any shares, to confirm that fact or (as the case may be) to indicate whether or not this is the case and to give such further information as may be required by the Directors. Such information may include, without limitation, particulars of the person's identity, particulars of the person's own past or present interest in any shares and to disclose the identity of any other person who has a present interest in the shares held by him/her, where the interest is a present interest and any other interest, in any shares, which subsisted during that three year period at any time when his/her own interest subsisted to give (so far as is within his/her knowledge) such particulars with respect to that other interest as may be required and where a person's interest is a past interest to give (so far as is within his/her knowledge) like particulars for the person who held that interest immediately upon his/her ceasing to hold it.
- 4.17.2 If any shareholder is in default in supplying to the Company the information required by the Company within the prescribed period (which is 14 calendar days after service of the notice), or such other reasonable period as the Directors may

determine, the Directors in their absolute discretion may serve a direction notice on the shareholder. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the “**default shares**”) the shareholder shall not be entitled to vote in general meetings or class meetings. Where the default shares represent at least 0.25% in nominal value of the class of shares concerned (excluding treasury shares), the direction notice may additionally direct that dividends on such shares will be retained by the Company (without interest) and that no transfer of the default shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified.

#### 4.18 **Untraced shareholders**

Subject to the Articles, the Company may sell any shares registered in the name of a shareholder remaining untraced for 12 years who fails to communicate with the Company following advertisement of an intention to make such a disposal. Until the Company can account to the shareholder, the net proceeds of sale will be available for use in the business of the Company or for investment, in either case at the discretion of the Board. The proceeds will not carry interest.

#### 4.19 **Indemnity of officers**

Subject to the provisions of the Companies Act, but without prejudice to any indemnity to which he/she might otherwise be entitled, every past or present Director (including an alternate Director) or officer of the Company or a director or officer of an associated company (except the auditors or the auditors of an associated company) may at the discretion of the Board be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him for negligence, default, breach of duty, breach of trust or otherwise in relation to the affairs of the Company or of an associated company, or in connection with the activities of the Company, or of an associated company, or as a trustee of an occupational pension scheme (as defined in section 235(6) Companies Act). In addition, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any such person indemnifying him against any liability or expenditure incurred by him for acts or omissions as a Director or officer of the Company (or of an associated company).

#### 4.20 **Management Shares**

The Management Shares can be redeemed at any time (subject to the provisions of the Companies Act) by the Company and carry the right to receive a fixed annual dividend equal to 0.01% of the nominal amount of each of the Management Shares payable on demand. For so long as there are shares of any other class in issue, the holders of the Management Shares will not have any right to receive notice of or vote at any general meeting of the Company. If there are no shares of any other class in issue, the holders of the Management Shares will have the right to receive notice of, and to vote at, general meetings of the Company. In such circumstances, each holder of a Management Share who is present in person (or, being a corporation, by representative) or by proxy at a general meeting will have on a show of hands one vote and on a poll every such holder who is present in person (or being a corporation, by representative) or by proxy will have one vote in respect of each Management Share held by him or her.

#### 4.21 **Continuation Vote**

An ordinary resolution for the continuation of the Company as a closed-ended investment company will be proposed at a general meeting of the Company to be held in December 2025. An ordinary resolution for the continuation of the Company as a closed-ended investment company will then be proposed at a general meeting of the Company in 2031 and at each fifth annual general meeting of the Company thereafter. If the resolution is not passed, then the Directors shall put forward for the reconstruction or reorganisation of the Company to the members as soon as reasonably practicable following the date on which the resolution is not passed.

#### 4.22 **C Shares and Deferred Shares**

4.22.1 The following definitions apply for the purposes of this paragraph 4.22 only:

**“Calculation Date”** means, in relation to any tranche of C Shares, the earliest of the:

- (i) the close of business on the date on which the Board becomes aware or is notified by the Investment Manager that at least 85% of the net issue proceeds attributable to that class of C Share (or such other percentage as the Directors and the Investment Manager shall agree) shall have been deployed in accordance with the Company’s investment objective and policy;
- (ii) the close of business on the date falling twelve calendar months (or such other period as may be determined by the Board) after the allotment of that tranche of C Shares or if such date is not a Business Day, the next following Business Day;
- (iii) the close of business on such date as the Directors may decide is necessary to enable the Company to comply with its obligations in respect of Conversion of that tranche of C Shares; or
- (iv) close of business on the day on which the Directors resolve that Force Majeure Circumstances have arisen or are in contemplation in relation to any tranche of C Shares;

**“Conversion”** means conversion of any tranche of C Shares into Ordinary Shares and Deferred Shares in accordance with paragraph 4.22.8 below;

**“Conversion Date”** means, in relation to any tranche of C Shares, the close of business on such Business Day as may be selected by the Directors falling not more than 40 Business Days after the Calculation Date of such tranche of C Shares;

**“Conversion Ratio”** is the ratio of the Net Asset Value per C Share of the relevant tranche to the Net Asset Value per Ordinary Share, which is calculated as:

$$\text{Conversion Ratio} = \frac{A}{B}$$

$$A = \frac{(C-D)}{E}$$

$$B = \frac{(F-G)}{E}$$

where:

**“C”** is the aggregate of:

- (i) the value of the investments of the Company attributable to the C Shares of the relevant tranche (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed, quoted, dealt in or traded on a stock exchange calculated by reference to the bid-market quotations at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the relevant Calculation Date on the principal stock exchange or market where the relevant investment is listed, quoted, dealt in or traded, as derived from the relevant exchange’s or market’s recognised method of publication of prices for such investments where such published prices are available;
- (ii) the value of all other investments of the Company attributable to the C Shares of the relevant tranche (other than investments included in (i) above) calculated by reference to the Directors’ belief as to an appropriate current value for those investments on the relevant Calculation Date calculated in

accordance with the valuation policy adopted by the Company from time to time after taking into account any other price publication services reasonably available to the Directors; and

- (iii) the amount which, in the Directors' opinion, fairly reflects, on the relevant Calculation Date, the value of the current assets of the Company attributable to the C Shares of the relevant tranche (excluding the investments valued under (i) and (ii) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature calculated in accordance with the valuation policy adopted by the Company from time to time);

"D" is the amount (to the extent not otherwise deducted from the assets attributable to the C Shares of the relevant tranche) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the C Shares of the relevant tranche on the relevant Calculation Date (including the amount of any declared but unpaid dividends in respect of such C Shares);

"E" is the number of C Shares of the relevant tranche in issue on the relevant Calculation Date;

"F" is the aggregate of:

- (i) the value of all the investments of the Company attributable to the Ordinary Shares (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed, quoted, dealt in or traded on a stock exchange calculated by reference to the bid price at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the relevant Calculation Date on the principal stock exchange or market where the relevant investment is listed, quoted, dealt in or traded as derived from the relevant exchange's or market's recognised method of publication of prices for such investments where such published prices are available; and
- (ii) the value of all other investments of the Company attributable to the Ordinary Shares (other than investments included in (i) above) calculated by reference to the Directors' belief as to an appropriate current value for those investments on the relevant Calculation Date calculated in accordance with the valuation policy adopted by the Company from time to time after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors' opinion, fairly reflects, on the relevant Calculation Date, the value of the current assets of the Company attributable to the Ordinary Shares (excluding the investments valued under (i) and (ii) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature calculated in accordance with the valuation policy adopted by the Company from time to time);

"G" is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the Ordinary Shares on the relevant Calculation Date (including the amount of any declared but unpaid dividends in respect of such Ordinary Shares); and

"H" is the number of Ordinary Shares in issue on the relevant Calculation Date (excluding any Ordinary Shares held in treasury),

provided that the Directors shall make such adjustments to the value or amount of A and B as the Directors believe to be appropriate having regard among other things, to the assets of the Company immediately prior to the date on which the Company first receives the net proceeds of an issue of C Shares of the relevant

tranche and/or to the reasons for the issue of the C Shares of the relevant tranche and the Directors shall determine which investments or proportion thereof shall be attributable to a tranche of C Shares and the Ordinary Shares;

**“Deferred Shares”** means deferred shares of £0.01 each in the capital of the Company arising on Conversion;

**“Existing Shares”** means the Ordinary Shares in issue immediately prior to Conversion; and

**“Force Majeure Circumstances”** means, in relation to any tranche of C Shares (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging, or seeking to challenge, the power of the Company and/or its Directors to issue the C Shares of the relevant tranche with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest.

References to Shareholders, C Shareholders and deferred shareholders should be construed as references to holders for the time being of Ordinary Shares, C Shares of the relevant tranche and Deferred Shares respectively.

4.22.2 The holders of the Ordinary Shares, the Management Shares, any tranche of C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights to be paid dividends:

4.22.2.1 the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative annual dividend at a fixed rate of 1% of the nominal amount thereof, the first such dividend (adjusted *pro rata* temporis) (the **“Deferred Dividend”**) being payable on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with paragraph 4.22.8 (the **“Relevant Conversion Date”**) and thereafter on each anniversary of such date payable to the holders thereof on the register of shareholders on that date as holders of Deferred Shares but shall confer no other right, save as provided herein, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Relevant Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of shareholders of the Company as holders of Deferred Shares on that date. It should be noted that given the proposed redemption of the Deferred Shares as described below, it is not expected that any dividends will accrue or be paid on such shares;

4.22.2.2 the holders of any tranche of C Shares shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of the assets attributable to the C Shares of that tranche and from profits available for distribution which is attributable to the C Shares of that tranche;

4.22.2.3 a holder of Management Shares shall be entitled (in priority to any payment of dividend on any other class of share) to a fixed cumulative preferential dividend 0.01% per annum on the nominal amount of the Management Shares held by him, such dividend to accrue annually and to be payable in respect of each accounting reference period of the Company within 21 calendar days of the end of such period;

4.22.2.4 the Existing Shares shall confer the right to dividends declared in accordance with the Articles; and

- 4.22.2.5 the Ordinary Shares into which any tranche of C Shares shall convert shall rank *pari passu* with the Existing Shares for dividends and other distributions made or declared by reference to a record date falling after the relevant Calculation Date.
- 4.22.3 The holders of the Ordinary Shares, the Management Shares, any tranche of C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights as to capital:
- 4.22.3.1 the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase or redemption by the Company of any of its shares) at a time when no C Shares of any tranche are for the time being in issue be applied as follows:
- (A) first, if there are Deferred Shares in issue, in paying to the deferred shareholders one pence (£0.01) in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders;
  - (B) secondly, in paying to the holders of the Management Shares in respect of each such share the amount paid up or treated as paid up thereon; and
  - (C) thirdly, the surplus shall be divided amongst the Shareholders *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares.
- 4.22.3.2 the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase or redemption by the Company of any of its shares) at a time when one or more tranches of C Shares are for the time being in issue and prior to the Conversion Date be applied amongst the holders of the Existing Shares *pro rata* according to the nominal capital paid up on their holdings of Existing Shares, after having deducted therefrom:
- (A) first, an amount equivalent to (C-D) for each tranche of C Shares in issue using the methods of calculation of C and D given in the definition of Conversion Ratio, which amount(s) shall be applied amongst the C Shareholders of the relevant tranche(s) *pro rata* according to the nominal capital paid up on their holdings of C Shares of the relevant tranche;
  - (B) secondly, if there are Deferred Shares in issue, in paying to the holders of Deferred Shares one pence (£0.01) in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders; and
  - (C) thirdly, in paying to the holders of the Management Shares in respect of each such share the amount paid up or treated as paid up thereon,
- for the purposes of paragraph 4.22.8 the Calculation Date shall be such date as the liquidator may determine.
- 4.22.4 As regards voting:
- 4.22.4.1 the C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as that applying to holders of Existing Shares as set out in the Articles as if the C Shares and Existing Shares were a single class; and
- 4.22.4.2 the Deferred Shares and, save as provided in paragraph 4.20 of this Part 6, the Management Shares shall not carry any right to receive notice of nor to attend or vote at any general meeting of the Company.

- 4.22.5 The following shall apply to the Deferred Shares:
- 4.22.5.1 the C Shares shall be issued on such terms that the Deferred Shares arising upon Conversion (but not the Ordinary Shares arising on Conversion) may be redeemed by the Company in accordance with the terms set out herein;
  - 4.22.5.2 immediately upon Conversion of any tranche of C Shares, the Company shall redeem all of the Deferred Shares which arise as a result of Conversion of that tranche for an aggregate consideration of one penny (£0.01) for all of the Deferred Shares so redeemed and the notice referred to in paragraph 4.22.8.2 below shall be deemed to constitute notice to each C Shareholder of the relevant tranche (and any person or persons having rights to acquire or acquiring C Shares of the relevant tranche on or after the Calculation Date) that the Deferred Shares shall be so redeemed; and
  - 4.22.5.3 the Company shall not be obliged to: (i) issue share certificates to the deferred shareholders in respect of the Deferred Shares; or (ii) account to any deferred shareholder for the redemption moneys in respect of such Deferred Shares.
- 4.22.6 Without prejudice to the generality of the Articles, for so long as any C Shares are for the time being in issue it shall be a special right attaching to the Existing Shares as a class and to the C Shares as a separate class that without the sanction or consent of such holders given in accordance with the Articles:
- 4.22.6.1 no alteration shall be made to the Articles;
  - 4.22.6.2 no allotment or issue will be made of any security convertible into or carrying a right to subscribe for any share capital of the Company other than the allotment or issue of further C Shares; and
  - 4.22.6.3 no resolution of the Company shall be passed to wind up the Company.
- For the avoidance of doubt, but subject to the rights or privileges attached to any other class of shares, the previous sanction of a special resolution of the holders of Existing Shares and C Shares, as described above, shall not be required in respect of:
- 4.22.6.4 the issue of further Ordinary Shares ranking *pari passu* in all respects with the Existing Shares (otherwise than in respect of any dividend or other distribution declared, paid or made on the Existing Shares by the issue of such further Ordinary Shares); or
  - 4.22.6.5 the sale of any shares held as treasury shares (as such term is defined in section 724 of the Companies Act) in accordance with sections 727 and 731 of the Companies Act or the purchase or redemption of any shares by the Company (whether or not such shares are to be held in treasury).
- 4.22.7 For so long as any tranche of C Shares are for the time being in issue, until Conversion of such tranche of C Shares and without prejudice to its obligations under applicable laws the Company shall:
- 4.22.7.1 procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the C Shares of that tranche can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the C Shares of that tranche;

- 4.22.7.2 allocate to the assets attributable to the C Shares of that tranche such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the net proceeds of an issue of C Shares and the Calculation Date relating to such tranche of C Shares (both dates inclusive) as the Directors fairly consider to be attributable to that tranche of C Shares; and
- 4.22.7.3 give appropriate instructions to the Investment Manager to manage the Group's assets so that such undertakings can be complied with by the Company.
- 4.22.8 In relation to any tranche of C Shares, the C Shares for the time being in issue of that tranche shall be sub-divided and converted into Ordinary Shares and Deferred Shares on the relevant Conversion Date in accordance with the following provisions of this paragraph 4.22.8:
- 4.22.8.1 the Directors shall procure that within 20 Business Days of the relevant Calculation Date:
- (A) the Conversion Ratio as at the relevant Calculation Date and the numbers of Ordinary Shares and Deferred Shares to which each C Shareholder of that tranche shall be entitled on Conversion of that tranche shall be calculated; and
  - (B) the Auditors shall confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with the Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are convertible into the Company's shares, subject to the proviso immediately after the definition of H in paragraph 4.22.1 above.
- 4.22.8.2 the Directors shall procure that, as soon as practicable following such confirmation and in any event within 30 Business Days of the relevant Calculation Date, a notice is sent to each C Shareholder of the relevant tranche advising such shareholder of the Conversion Date, the Conversion Ratio and the numbers of Ordinary Shares and Deferred Shares to which such C Shareholder of the relevant tranche will be entitled on Conversion.
- 4.22.8.3 on conversion each C Share of the relevant tranche shall automatically subdivide into 10 conversion shares of £0.01 each and such conversion shares of £0.01 each shall automatically convert into such number of Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:
- (A) the aggregate number of Ordinary Shares into which the same number of conversion shares of one penny (£0.01) each are converted equals the number of C Shares of the relevant tranche in issue on the relevant Calculation Date multiplied by the relevant Conversion Ratio (rounded down to the nearest whole new Ordinary Share); and
  - (B) each conversion share of one penny (£0.01) which does not so convert into an Ordinary Share shall convert into one Deferred Share.
- 4.22.8.4 the Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former C Shareholders of the relevant tranche *pro rata* according to their respective former holdings of C Shares of the relevant tranche (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to Ordinary Shares

and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company).

4.22.8.5 forthwith upon Conversion, the share certificates relating to the C Shares of the relevant tranche shall be cancelled and the Company shall issue to each former C Shareholder of the relevant tranche new certificates in respect of the Ordinary Shares which have arisen upon Conversion to which he or she is entitled. Share certificates in respect of the Deferred Shares will not be issued.

4.22.8.6 the Directors may make such adjustments to the terms and timing of Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all Shareholders.

## **5 TAKEOVER CODE**

### **5.1 Mandatory bid**

The Takeover Code applies to the Company. Under Rule 9 of the Takeover Code, if:

- a person acquires an interest in shares which, when taken together with shares already held by him or persons acting in concert with him, carry 30% or more of the voting rights in the Company; or
- a person who, together with persons acting in concert with him, is interested in not less than 30% and not more than 50% of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested,

the acquirer and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

### **5.2 Compulsory acquisition**

Under sections 974 to 991 of the Companies Act, if an offeror acquires or contracts to acquire (pursuant to a takeover offer) not less than 90% of the shares (in value and by voting rights) to which such offer relates it may then compulsorily acquire the outstanding shares not assented to the offer. It would do so by sending a notice to outstanding holders of shares telling them that it will compulsorily acquire their shares and then, six weeks later, it would execute a transfer of the outstanding shares in its favour and pay the consideration to the company, which would hold the consideration on trust for the outstanding holders of shares. The consideration offered to the holders whose shares are compulsorily acquired under the Companies Act must, in general, be the same as the consideration that was available under the takeover offer.

In addition, pursuant to section 983 of the Companies Act, if an offeror acquires or agrees to acquire not less than 90% of the shares (in value and by voting rights) to which the offer relates, any holder of shares to which the offer relates who has not accepted the offer may require the offeror to acquire his shares on the same terms as the takeover offer.

The offeror would be required to give any holder of shares notice of his right to be bought out within one month of that right arising. Sell-out rights cannot be exercised after the end of the period of three months from the last date on which the offer can be accepted or, if later, three months from the date on which the notice is served on the holder of shares notifying them of their sell-out rights. If a holder of shares exercises its rights, the offeror is bound to acquire those shares on the terms of the takeover offer or on such other terms as may be agreed.

## 6 MATERIAL CONTRACTS OF THE COMPANY

The following are all of the contracts, not being contracts entered into in the ordinary course of business that have been entered into by the Company or a member of the Group in the two years immediately preceding the date of this Registration Document and are, or may be, material or contain any provision under which the Company or a member of the Group has any obligation or entitlement which is or may be material to it as at the date of this Registration Document:

### 6.1 Share Issuance Agreement

The Share Issuance Agreement dated 7 June 2022 between the Company, the AIFM, the Investment Manager, Singer Advisory, Singer Capital Markets and Winterflood, pursuant to which, subject to certain conditions, each of the Joint Bookrunners has agreed to use its respective reasonable endeavours to procure subscribers for Ordinary Shares pursuant to the Initial Placing at the Initial Issue Price and any Subsequent Placing at the relevant Share Issuance Programme Price and the Investment Manager has agreed to use its reasonable endeavours to market the Initial Placing and/or any Subsequent Placings and introduce potential investors for Ordinary Shares pursuant to the Placing and/or any Subsequent Placing at the Initial Issue Price or the relevant Share Issuance Programme Price (as applicable). The Company has appointed Singer Advisory as sponsor, financial adviser and intermediaries offer adviser and each of Singer Capital Markets and Winterflood as a joint bookrunner to the Company in connection with the Initial Issue and the Share Issuance Programme.

The Share Issuance Agreement provides for each of the Joint Bookrunners and the Investment Manager to be paid commission by the Company in respect of the Ordinary Shares to be allotted pursuant to the Initial Issue and any Subsequent Issues and for Singer Advisory to be paid a sponsor corporate finance fee. Any Ordinary Shares subscribed for by each of Singer and/or Winterflood may be retained or dealt in by it for its own benefit. Such commissions and fees form part of the costs and expenses of the Initial Issue or the relevant Subsequent Issue as the case may be, which will be approximately £860,000 in respect of the Initial Issue assuming that the Initial Issue is subscribed as to 45,669,495 Ordinary Shares and not more than the premium to the prevailing Net Asset Value per Ordinary Share at the time of any Subsequent Issue plus a premium sufficient to cover at least the costs and expenses in respect of a Subsequent Issue.

The obligation of the Company to issue the Ordinary Shares and the obligations of each of the Joint Bookrunners and the Investment Manager under the Share Issuance Agreement are conditional upon certain conditions that are typical for an agreement of this nature. In the case of the Initial Issue, these conditions include, among others: (i) Initial Admission having become effective on or before 8.00 a.m. on 27 June 2022 (or such later time and/or date as the Company and the Joint Bookrunners may agree (not being later than 8.00 a.m. on 31 July 2022)); and (ii) the Share Issuance Agreement becoming wholly unconditional (save as to Initial Admission) and not having been terminated in accordance with its terms at any time prior to Initial Admission.

Under the Share Issuance Agreement, each of Singer and Winterflood and the Investment Manager is entitled at its discretion and out of its resources at any time to rebate to some or all investors, or to other parties, part or all of its fees relating to any Issue. Each of the Joint Bookrunners is also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of any Issue to any or all of those agents out of its own resources.

The Share Issuance Agreement may be terminated by Singer (acting by Singer Advisory or Singer Capital Markets) and/or Winterflood in certain customary circumstances.

The Company, the AIFM and the Investment Manager have given warranties to Singer and Winterflood concerning, *inter alia*, the accuracy of the information contained in the Prospectus. The Company and the Investment Manager have also given indemnities to Singer and Winterflood. The warranties and indemnities are standard for an agreement of this nature.

The Share Issuance Agreement is governed by the laws of England and Wales.

## 6.2 AIFM Agreement

The Management Agreement dated 12 November 2020 between the Company and the AIFM, pursuant to which the AIFM was appointed to act as the Company's alternative investment fund manager for the purposes of the UK AIFM Regime. The AIFM has delegated the provision of portfolio management services to Downing LLP pursuant to the Investment Management Agreement.

The AIFM is responsible for providing administrative and marketing services to the Company. These include general fund administration services (including calculation of the NAV based on the data provided by the Investment Manager), bookkeeping, and accounts preparation.

Under the AIFM Agreement, the AIFM shall be entitled to receive from the Company a fee of: (i) 0.075% of Net Asset Value, subject to a minimum fee of £50,000 (exclusive of VAT) per annum payable quarterly in advance; and (ii) an amount equivalent to 0.01% per annum of Net Asset Value, paid on a quarterly basis for the term of the agreement. The AIFM is also entitled to reimbursement of reasonable expenses incurred by it in the performance of its duties.

The AIFM Agreement is terminable by either: (i) the Company giving the AIFM not less than 6 months' written notice; or (ii) the AIFM giving the Company not less than 6 months' written notice.

The AIFM Agreement may be terminated with immediate effect on the occurrence of certain events, including insolvency or in the event of a material breach which fails to be remedied within 10 Business Days of receipt of notice. The AIFM Agreement shall terminate immediately if the Investment Management Agreement is terminated for whatever reason.

The Company has agreed to indemnify the AIFM, its directors, officers or employees (the "AIFM Indemnified Parties") against any and all losses, liabilities, actions, proceedings, claims, costs, demands or expenses reasonably and properly incurred by it by reason of the AIFM carrying out any of its duties in accordance with the terms of the AIFM Agreement, provided however that the AIFM Indemnified Parties shall not be indemnified with respect to their own taxation or any matter resulting from any AIFM Indemnified Party's fraud, negligence, wilful misconduct, bad faith or disregard or breach of its obligations and duties in relation to the Company or from any breach of any duties and liabilities which any AIFM Indemnified Party may have under the UK AIFM Regime, the rules of the FCA or any liabilities which any AIFM Indemnified Party may have under FSMA.

The AIFM Agreement is governed by the laws of England and Wales.

## 6.3 Investment Management Agreement

The Investment Management Agreement dated 12 November 2020 between the Company, the AIFM and the Investment Manager, pursuant to which the Investment Manager has been given responsibility for the discretionary management of the Company's assets (including uninvested cash) in accordance with the Company's investment policy, subject to the overall oversight and supervision of the AIFM.

Under the Investment Management Agreement, the Investment Manager receives from the Company a management fee of 0.95% per annum of Net Asset Value up to £500 million and 0.85% per annum of Net Asset Value in excess of £500 million, payable quarterly in arrears. No performance fee is payable to the Investment Manager under the Investment Management Agreement. A wholly owned subsidiary of the Investment Manager also charges separate asset level fees under the Asset Management Agreement.

The Investment Management Agreement is for an initial term of 5 years from the date of IPO Admission and thereafter subject to termination on not less than 12 months' written notice by any party. The Investment Management Agreement can be terminated at any time in the event of the insolvency of the Company, the AIFM or the Investment Manager, in the event that the Investment Manager ceases to be authorised and regulated by the FCA (if required to be so authorised and regulated to continue to carry out its duties under the Investment Management Agreement) or if certain key members of the Investment Manager's team cease to be involved in the provision of services to the Company and are not replaced by individuals satisfactory to the Company (acting reasonably).

The Company has given an indemnity in favour of the Investment Manager (subject to customary exceptions) in respect of the Investment Manager's potential losses in carrying on its responsibilities under the Investment Management Agreement.

The Investment Management Agreement is governed by the laws of England and Wales.

#### 6.4 **Asset Management Agreement**

Pursuant to the Asset Management Agreement dated 12 November 2020 between the Company and the Asset Manager, a wholly owned subsidiary of the Investment Manager, the Asset Manager has been engaged by the Company to provide asset management services (on, unless agreed otherwise, an exclusive basis in respect of the Company's portfolio of Assets) to the Company.

The Asset Management Agreement is a framework agreement whereby the Company will procure that each Asset owning SPV will enter into a specific asset management agreement with the Asset Manager substantially in the same form as provided in the schedule to the Asset Management Agreement. The Asset Manager agrees to enter into the specific asset management agreement on the acquisition of an Asset.

The project specific asset management agreement template as scheduled to the Asset Management Agreement provides that the Asset Manager is appointed by the relevant SPV to provide asset management services with a view to ensuring the provision of efficient and long-term management in respect of the relevant Asset. The Asset Manager is, unless agreed otherwise, appointed on an exclusive basis, and the services provided include periodic site visits and periodic site reports.

The Asset Management Agreement is governed by the laws of England and Wales.

#### 6.5 **Depositary Agreement**

The Depositary Agreement between the Company, the AIFM and the Depositary dated 12 November 2020, pursuant to which the Depositary has agreed to act as depositary to the Company.

Under the terms of the Depositary Agreement, the Depositary provides the Company with depositary services which include safekeeping of the assets of the Company, oversight (for example monitoring continuing compliance with the Company's investment policy and ensuring that the Company's cashflows are properly monitored, and that all payments made by or on behalf of investors upon the subscription for shares are received) and reporting any breaches, anomalies and discrepancies. The Depositary is permitted to delegate (and authorise its delegates to sub-delegate) the safekeeping of the assets of the Company.

The Depositary is liable for the loss of the financial instruments held in custody. The Depositary is responsible for enquiring into the conduct of the AIFM. The Depositary Agreement provides for the Depositary to be indemnified by the Company from any and all losses, claims, demands, actions, proceedings, damages and other payments, reasonably incurred costs and expenses or other liabilities of any kind, including the costs and liabilities of any legal action or mediation or any threatened, anticipated or pending legal action or mediation, provided that all such losses arise out of or in connection with the Depositary's proper performance of its obligations under the Depositary Agreement and all such losses are not directly related to the loss of an asset or to the gross negligence, wilful default or fraud of the Depositary.

The Depositary Agreement is terminable, *inter alia*, upon not less than 6 months' written notice. The Depositary Agreement is also terminable immediately upon the occurrence of certain standard events including the insolvency of the Company or the Depositary or a party committing a material breach of the Depositary Agreement (where such breach has not been remedied within 30 calendar days of written notice being given).

Details of the fees payable to the Depositary are set out in paragraph 6.5 of Part 7 of this Registration Document.

The Depositary Agreement is governed by the laws of England and Wales.

## 6.6 Company Secretarial Services Agreement

The Company Secretarial Services Agreement dated 12 November 2020 between the Company and Link Company Matters Limited pursuant to which the Company Secretary has agreed to provide the company secretarial functions required by the Companies Act.

Under the terms of the Company Secretarial Services Agreement, the aggregate fees payable to Link Company Matters Limited are currently £59,100 plus VAT per annum. Link Company Matters Limited is also entitled to reimbursement of all reasonable out of pocket expenses incurred by it in connection with the agreement.

The Company Secretarial Services Agreement automatically renews for successive periods of 12 months unless or until terminated by either party at the end of the relevant successive 12 month period, provided written notice is given to the other party at least 6 months prior to the end of such successive 12 month period. In addition, either party may terminate the Company Secretarial Services Agreement:

- (a) by service of three months' written notice should the parties not reach an agreement regarding any increase of the fees payable under the Company Secretarial Services Agreement; or
- (b) upon service of written notice if the other party commits a material breach of its obligations under the Company Secretarial Services Agreement (including any payment default) which that party has failed to remedy within 45 calendar days of receipt of a written notice to do so from the first party; or
- (c) upon service of written notice if a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings; or
- (d) upon service of written notice if a resolution is passed for the winding-up or dissolution of the Company on terms proposed by the Board to its Shareholders.

The Company has given certain market standard indemnities in favour of Link Company Matters Limited and its affiliates and their directors, officers, employees and agents in respect of its potential losses in carrying on its responsibilities under the Company Secretarial Services Agreement. Link Company Matters Limited's liabilities under the Company Secretarial Services Agreement are subject to a cap.

The Company Secretarial Services Agreement is governed by the laws of England and Wales.

## 6.7 Receiving Agent Agreement

The Receiving Agent Agreement dated 7 June 2022 between the Company and the Receiving Agent pursuant to which the Receiving Agent has agreed to act as receiving agent in connection with the Initial Issue. Under the terms of the agreement, the Receiving Agent is entitled to a fee from the Company of £25,000 (exclusive of VAT) and in connection with these services. The Receiving Agent will also be entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.

The Company has given certain market standard indemnities in favour of the Receiving Agent and its affiliates and their directors, officers, employees and agents in respect of the Receiving Agent's potential losses in carrying on its responsibilities under the Receiving Agent Agreement. The Receiving Agent's liabilities under the Receiving Agent are subject to a cap.

The Receiving Agent Agreement is governed by the laws of England and Wales.

## 6.8 Revolving Credit Facility Agreement

On 3 December 2021 the Company's wholly owned subsidiary, Dore Holdco Limited executed a £25 million multi-currency revolving credit facility with Santander UK plc, as arranger, agent and security trustee ("**Santander**"). The facility can be extended for a further

year at Santander's approval. The facility can be drawn in GBP and EUR (with the Company also able to make use of funding in other currencies). As at the Latest Practicable Date, £17.3 million has been drawn down under the Revolving Credit Facility Agreement.

Dore Holdco Limited may request the provision of an additional £25 million accordion facility, on the same terms as the revolving facility commitments, by inviting Santander to participate in the accordion facility on a *pro rata* basis to its existing commitments. Santander is not obliged to participate in any accordion facility, but if it declines or fails to respond within the period specified in the Revolving Credit Facility Agreement, Dore HoldCo Limited will be entitled to invite (i) other lenders and (ii) (if the other lenders do not agree to assume the commitments of Santander) any other person to participate in the accordion facility.

The Revolving Credit Facility may be utilised: (i) by way of cash advances denominated in Sterling, Euro or such other currency as may be agreed with Santander; or (ii) by way of an ancillary guarantee, bonding, documentary or stand-by letter of credit facility.

Interest on amounts drawn under the facility is charged at the Sterling Overnight Index Average plus a margin of 2.25% on utilised drawn amounts per annum or a margin of 2% per annum in respect of letters of credit (or equivalent rate for other currencies). A commitment fee of 40% of the then applicable margin on the undrawn commitments plus an arrangement fee is payable.

The repayment date of the Revolving Credit Facility is 3 December 2025 ("**Termination Date**"), save that Dore Holdco Limited may request that the repayment date is extended for a further year by submitting an extension request by a date falling no earlier than 60 days and no later than 30 days prior to the Termination Date.

The Revolving Credit Facility and all letters of credit issued under the Revolving Credit Facility may be used: (i) to meet any working capital and general corporate purposes of a member of the Group, or other short term operational requirements of any member of the Group, including without limitation the making of distributions or payment of interest or dividends by any member of the Group; (ii) towards issuance of any guarantees, letters of credit or equivalent, and the provision of cash collateral in relation to the same; (iii) to finance the cost of acquisition of new Assets from third parties by a member of the Group or meeting any commitments in respect thereof (including without limitation any deferred consideration and any interest accrued on deferred consideration payable in relation to any such acquisition, and any other payment obligations arising under the terms of or in connection with any such acquisition); (iv) financing the acquisition of debt in connection with any acquisition referred to in (iii) above which is convertible into equity at any time after the relevant construction phase has been completed; (v) to finance or refinance any subordinated debt and equity contributions provided by a member of the Group or any third party in connection with any acquisition referred to in (iii) above; (vi) to finance or refinance any costs, fees and expenses incurred by a member of the Group in relation to the acquisition, financing, and/or refinancing of any acquisition referred to in (iii) above; (vii) to make intragroup loans (or equity contributions) to any member of the Group; (viii) to pay any costs, fees and expenses incurred in connection with the Revolving Credit Facility or other related finance documents; (ix) to finance other forms of capital expenditure or equity funding commitments; and (x) to refinance a maturing loan by way of rollover loan or providing cash cover in respect of a letter of credit. Voluntary prepayment of the whole or any part of the loan is allowed. Various interest cover and loan to value ratios are imposed.

The Revolving Credit Facility Agreement contains further customary representations, warranties, covenants, events of defaults and other obligations, including indemnities on the part of Dore Holdco Limited.

The Revolving Credit Facility Agreement is governed by the laws of England and Wales.

## 6.9 Registrar Agreement

The Registrar Agreement dated 12 November 2020 between the Company and the Registrar pursuant to which the Registrar has agreed to act as registrar to the Company.

Under the agreement, the Registrar is entitled to a fee calculated on the basis of the number of Shareholders and the number of transfers processed (exclusive of any VAT). In addition, the Registrar is entitled to certain other fees for ad hoc services rendered from time to time. The Registrar is also entitled to reimbursement of all out of pocket costs, expenses and charges properly incurred on behalf of the Company.

The Registrar Agreement is for an initial period of 24 months from the date of IPO Admission and thereafter shall automatically renew for successive periods of 12 months unless or until terminated by either party (a) at the end of the initial period, provided written notice is given to the other party at least 3 months prior to the end of the initial period or (b) at the end of any successive 12 month period, provided written notice is given to the other party at least 6 months prior to the end of such successive 12 month period. In addition, either party may terminate the Registrar Agreement:

- (a) by service of 3 months' written notice should the parties not reach an agreement regarding any increase of the fees payable under the Registrar Agreement; or
- (b) upon service of written notice if the other party commits a material breach of its obligations under the Registrar Agreement (including any payment default) which that party has failed to remedy within 45 calendar days of receipt of a written notice to do so from the first party; or
- (c) upon service of written notice if a resolution is passed or an order made for the winding-up, dissolution or administration of the other party, or if the other party is declared insolvent or if an administrator, administrative receiver, manager or provisional liquidator (or similar officer to any of the foregoing in the relevant jurisdiction) is appointed over the whole of or a substantial part of the other party or its assets or undertakings.

The Company has given certain market standard indemnities in favour of the Registrar and its affiliates and their directors, officers, employees and agents in respect of the Registrar's potential losses in carrying on its responsibilities under the Registrar Agreement. The Registrar's liabilities under the Registrar Agreement are subject to a cap.

The Registrar Agreement is governed by the laws of England and Wales.

#### 6.10 **2021 Placing Agreement**

The placing agreement dated 29 September 2021 between the Company, the AIFM, the Investment Manager, and Singer Capital Markets ("**2021 Placing Agreement**"), pursuant to which, subject to certain conditions, Singer Capital Markets agreed to use reasonable endeavours to procure subscribers for Ordinary Shares pursuant to a placing by way of an accelerated bookbuild.

Under the 2021 Placing Agreement, each of Singer Capital Markets and the Investment Manager was entitled to be paid a commission by the Company in consideration for its services in relation to the fundraise.

The Company, the AIFM and the Investment Manager gave warranties to Singer Capital Markets. The Company and the Investment Manager also gave indemnities to Singer Capital Markets. The warranties and indemnities were standard for an agreement of this nature.

The 2021 Placing Agreement was governed by the laws of England and Wales.

#### 6.11 **2020 Placing Agreement**

The placing agreement dated 12 November 2020 between the Company, the Directors, the AIFM, the Investment Manager, Singer Advisory and Singer Capital Markets ("**2020 Placing Agreement**"), pursuant to which, subject to certain conditions, Singer Capital Markets agreed to use reasonable endeavours to procure subscribers for Ordinary Shares pursuant to a placing under pursuant to the IPO Issue.

Under the 2020 Placing Agreement, each of Singer and the Investment Manager was entitled to be paid a commission by the Company in consideration for its services in relation to the IPO Issue.

The Company, the Directors, the AIFM and the Investment Manager gave warranties to Singer concerning, *inter alia*, the accuracy of the information contained in the prospectus published in connection with the IPO. The Company and the Investment Manager also gave indemnities to Singer. The warranties and indemnities were standard for an agreement of this nature.

The 2020 Placing Agreement was governed by the laws of England and Wales.

#### 6.12 **2020 Receiving Agent Agreement**

The receiving agent agreement dated 12 November 2020 between the Company and the Receiving Agent (the “**2020 Receiving Agent Agreement**”) pursuant to which the Receiving Agent agreed to act as receiving agent in connection with the IPO Issue.

Under the terms of the agreement, the Receiving Agent was entitled to a fee from the Company of £5,000 (exclusive of VAT) and disbursements in connection with these services. The Receiving Agent was also entitled to reimbursement of all out-of-pocket expenses reasonably incurred by it in connection with its duties.

The Company gave certain market standard indemnities in favour of the Receiving Agent and its affiliates and their directors, officers, employees and agents in respect of the Receiving Agent’s potential losses in carrying on its responsibilities under the 2020 Receiving Agent Agreement. The Receiving Agent’s liabilities under the 2020 Receiving Agent Agreement were subject to a cap.

The 2020 Receiving Agent Agreement was governed by the laws of England and Wales.

### 7 **LITIGATION**

There have been no governmental, legal or arbitration proceedings, and the Company is not aware of any governmental, legal or arbitration proceedings pending or threatened, nor of any such proceedings having been pending or threatened at any time preceding the date of this Registration Document which may have, or have had in the recent past, a significant effect on the financial position or profitability of the Company and/or the Group during the 12 months preceding the date of this Registration Document.

### 8 **GENERAL**

- 8.1 Where third party information has been referenced in this Registration Document, the source of that third party information has been disclosed. All information in this Registration Document that has been sourced from third parties has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- 8.2 No application is being made for the Ordinary Shares to be dealt with in or on any stock exchange or investment exchange other than the London Stock Exchange’s main market.
- 8.3 Each of Singer Advisory and Singer Capital Markets has given and not withdrawn its written consent to the inclusion in this Registration Document of references to its name in the form and context in which it appears.
- 8.4 Winterflood has given and not withdrawn its consent to the inclusion in this Registration Document of references to its name in the form and context in which it appears.
- 8.5 The AIFM was incorporated in England and Wales as a private limited company with unlimited life on 1 July 2008 under the Companies Act 2006 (registration number 06634506). The AIFM is authorised and regulated by the FCA (FCA registration number 487176). The registered office of the AIFM is Gallium House, Unit 2, Station Court, Borough Green, Sevenoaks, Kent TN15 8AD (tel. + 44 (0) 1732 882 642). The AIFM’s LEI is 2138002DXY3NX5BTYC79. The AIFM is the Company’s alternative investment fund manager for the purposes of the UK AIFM Regime. The AIFM has given and not withdrawn its written consent to the inclusion in this Registration Document of references to its name in the form and context in which they appear.

- 8.6 The Investment Manager was incorporated in England and Wales as a limited liability partnership on 20 November 2008 under the Companies Act 2006 (registration number OC341575). The Investment Manager is authorised and regulated by the FCA (FCA registration number 545025). The registered office of the Investment Manager is St. Magnus House, 3 Lower Thames Street London EC3R 6HD (tel. +44 (0) 207 416 7780). The Investment Manager has given and not withdrawn its written consent to the inclusion in this Registration Document of references to its name in the form and context in which they appear. The Investment Manager has authorised and accepts responsibility in accordance with Prospectus Regulation Rule 5.3.2(2)(f), for Part 1 (Investment Highlights), paragraph 3 of Part 2 (Investment Opportunity), Part 3 (Existing Portfolio, Pipeline and Investment Process), Part 4 (Market Background), and paragraph 3 of Part 5 (The Investment Manager) and paragraph 8.6 of this Part 7 (General) of this Registration Document (together the **“Investment Manager Sections”**). To the best of the knowledge of the Investment Manager, the Investment Manager Sections are in accordance with the facts and make no omission likely to affect its import.
- 8.7 Gallium P E Depositary Limited, whose registered office is located at Gallium House, Unit 2, Station Court, Borough Green, Sevenoaks, Kent TN15 8AD, acts as the Company’s depositary and has certain specific safekeeping, monitoring and oversight duties in respect of the assets of the Company. The Depositary is incorporated in England and Wales as a private company limited by shares with registered number 07599626. The Depositary’s telephone number is +44(0) 1732 882 642. The Depositary maintains its registered office and place of central administration in the United Kingdom. The Depositary is authorised and regulated by the Financial Conduct Authority (FCA registration number 612479). The principal business of the Depositary is the provision of custodial, banking and related financial services.
- 8.8 The auditors of the Company are BDO LLP of 55 Baker Street, London W1U 7EU and have been the only auditors of the Company since its incorporation. BDO LLP is a member firm of the Institute of Chartered Accountants in England and Wales.
- 8.9 The effect of the Initial Issue and the Share Issuance Programme will be to increase the net assets of the Company. On the assumption that the Initial Issue and the Share Issuance Programme are subscribed as to 250 million new Ordinary Shares (being the maximum number of new Ordinary Shares available thereunder), and assuming for these purposes all such shares are issued at 111 pence per Ordinary Share (being the Initial Issue Price), the Initial Issue and the Share Issuance Programme would be expected to increase the net assets of the Company by approximately £272.5 million.

## 9 DOCUMENTS AVAILABLE FOR INSPECTION

Copies of the following documents will be available on the Company’s website ([www.doretrust.com](http://www.doretrust.com)) from the date of this Registration Document until 6 June 2023:

- 9.1 this Registration Document;
- 9.2 the Summary;
- 9.3 the Securities Note;
- 9.4 the Memorandum and Articles of the Company;
- 9.5 the 2020 Annual Report; and
- 9.6 the 2021 Annual Report.

Dated: 7 June 2022

## PART 8

### GLOSSARY OF TERMS

Set out below is an explanation of some of the industry-specific terms which are used in this Registration Document

<b>2016 Paris Agreement</b>	an agreement within the United Nations Framework Convention on Climate Change, dealing with greenhouse-gas-emissions mitigation, adaption, and finance, signed in 2016
<b>Baseload hedge</b>	where a buyer pays a fixed power price for a fixed volume of energy produced in a time period. The producer is guaranteed the agreed power price for the relevant volume and is responsible for the price risk if the deliveries/volumes of power generated undershoot the PPAs stipulated volumes and the producer would then need to compensate with spot market purchases
<b>CCC</b>	the Committee on Climate Change
<b>CFD</b>	contract for difference
<b>CHP</b>	combined heat and power
<b>corporate PPA</b>	a PPA with a corporate end-user of electricity rather than an electricity utility
<b>CSP</b>	concentrated solar power
<b>distribution network</b>	low voltage electricity network that carried electricity locally from the substation to the end-user
<b>E&amp;I</b>	energy and infrastructure
<b>Elcerts or Elcertificates</b>	an electronic certificate granted to producers of new renewable electricity for each MWh they produce (Norway and Sweden)
<b>EPC</b>	engineering, procurement and construction
<b>EPCM</b>	engineering, procurement and construction management
<b>ESG</b>	environmental, social and governance
<b>EU taxonomy</b>	a classification system, establishing a list of environmentally sustainable economic activities
<b>FIT</b>	feed-in tariff
<b>FiP</b>	feed-in premium
<b>GDUoS</b>	generation distribution use of system
<b>GW</b>	Gigawatt
<b>IRENA</b>	The International Renewable Energy Agency
<b>KPI</b>	key performance indicator
<b>MW</b>	Megawatt
<b>MWh</b>	Megawatt hour
<b>MWp</b>	Megawatt peak
<b>NIROC</b>	Northern Ireland ROCs
<b>O&amp;M</b>	operations and maintenance
<b>Ofgem</b>	the Office of Gas and Electricity Markets
<b>Offtaker</b>	a purchaser of electricity and/or ROCs under a PPA
<b>pay-as-produced</b>	where a buyer pays a fixed price for the volume produced in a time period, regardless of how much volume is generated, and thereby

	the buyer takes part in the volume risk, but also in the volume upside
<b>PPA</b>	a power purchase agreement
<b>private wire agreements</b>	an agreement which allows businesses the option to buy energy directly from the power source cutting out the middle-man, eliminating non-commodity charges, and avoiding volatile energy prices
<b>RAB</b>	regulatory asset base model
<b>Renewable Energy Directive</b>	EU Renewable Energy Directive (2009/28/EC)
<b>RO</b>	renewable obligation
<b>ROC</b>	renewable obligation certificate
<b>SE2</b>	a price zone in North Sweden
<b>SE3</b>	a price zone in North/Central Sweden
<b>SE4</b>	a price zone in South Sweden
<b>solar PV</b>	photovoltaic solar
<b>transmission network</b>	high voltage power lines that transport electricity across large distances at volume, from large power stations to the substations upon which the distribution networks connect
<b>TSO</b>	transmission system operators
<b>TW</b>	Terawatt
<b>TWh</b>	Terawatt hour

## PART 9

### DEFINITIONS

The following definitions apply throughout this Registration Document unless the context requires otherwise:

<b>2020 Placing Agreement</b>	the placing agreement between the Company, the Directors, the AIFM, the Investment Manager, Singer Advisory and Singer Capital Markets dated 12 November 2020 and entered into in connection with the IPO Issue, a summary of which is set out in paragraph 6.11 of Part 7 of this Registration Document
<b>2021 Placing Agreement</b>	the placing agreement between the Company, the AIFM, the Investment Manager, Singer Advisory and Singer Capital Markets dated 29 September 2021 and entered into in connection with a placing by way of an accelerated bookbuild, a summary of which is set out in paragraph 6.10 of Part 7 of this Registration Document
<b>2020 Receiving Agent Agreement</b>	the receiving agent agreement between the Company and the Receiving Agent dated 12 November 2020 in connection with the IPO Issue, a summary of which is set out in paragraph 6.12 of Part 7 of this Registration Document
<b>2021 Annual Report</b>	the published audited financial statements of the Company for the period from incorporation on 8 October 2020 to 31 December 2021
<b>Admission</b>	the admission of any Ordinary Shares to be issued in connection with the Initial Issue or any Subsequent Issue: (i) to the premium segment of the Official List; and (ii) to trading on the premium segment of the London Stock Exchange's main market, becoming effective in accordance with the Listing Rules and the admission and disclosure standards of the London Stock Exchange
<b>Affiliate</b>	an affiliate of, or person affiliated with, a specified person, including a person that directly, or indirectly through one or more intermediate holding companies, controls or is controlled by, or is under common control with, the person specified
<b>AIC</b>	the Association of Investment Companies
<b>AIC Code</b>	the AIC Code of Corporate Governance published by the AIC from time to time
<b>AIF</b>	an alternative investment fund
<b>AIFM</b>	Gallium Fund Solutions Limited
<b>AIFM Agreement</b>	the alternative investment fund management agreement dated 12 November 2020 between the Company and the AIFM, a summary of which is set out in paragraph 6.2 of Part 7 of this Registration Document
<b>Allocation Policy</b>	the allocation policy of the Investment Manager as described in paragraph 6 of Part 3 of this Registration Document
<b>Application Form</b>	the application form appended to the Securities Note for use in connection with an Offer for Subscription
<b>Articles</b>	the articles of association of the Company from time to time
<b>Asset Management Agreement</b>	the asset management agreement dated 12 November 2020 between the Company and the Asset Manager, a summary of which is set out in paragraph 6.4 of Part 7 of this Registration Document

<b>Asset Manager</b>	Infram LLP, a wholly owned subsidiary of the Investment Manager which provides asset management services (on, unless agreed otherwise, an exclusive basis) to the Company
<b>Assets</b>	renewable energy and infrastructure assets comprising (i) predominantly assets which generate electricity from renewable energy sources; and (ii) Other Infrastructure, together “ <b>Assets</b> ” and each project being an “ <b>Asset</b> ”
<b>Audit and Risk Committee</b>	the audit and risk committee of the Board
<b>Auditor</b>	BDO LLP or such other auditor as the Company may appoint from time to time
<b>Benefit Plan Investor</b>	(i) an employee benefit plan that is subject to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA (including, as applicable, assets of an insurance company general account) or a plan that is subject to the prohibited transaction provisions of section 4975 of the U.S. Tax Code (including an individual retirement account), (ii) an entity whose underlying assets include “plan assets” by reason of a plan’s investment in the entity, or (iii) any “benefit plan investor” as otherwise defined in section 3(42) of ERISA or regulations promulgated by the U.S. Department of Labor
<b>Board</b>	the board of Directors of the Company or any duly constituted committee thereof
<b>Business Day</b>	any day which is not a Saturday or Sunday or a bank holiday in the City of London
<b>C Shareholder</b>	a holder of C Shares
<b>C Shares</b>	C shares of £0.10 each in the capital of the Company having the rights and restrictions set out in paragraph 4.22 of Part 7 of this Registration Document
<b>Calculation Date</b>	has the meaning given in paragraph 4.22 of Part 7 of this Registration Document
<b>certificated or in certificated form</b>	not in uncertificated form
<b>Companies Act</b>	the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force
<b>Company</b>	Downing Renewables & Infrastructure Trust Plc
<b>Company Secretarial Services Agreement</b>	the company secretarial services agreement dated 12 November 2020 between the Company and the Company Secretary, a summary of which is set out in paragraph 6.6 of Part 7 of this Registration Document
<b>Company Secretary</b>	Link Company Matters Limited
<b>Conversion</b>	the conversion of C Shares into Ordinary Shares and Deferred Shares in accordance with the Articles and as described in paragraph 4.22.1 of Part 7 of this Registration Document
<b>Conversion Date</b>	has the meaning given in paragraph 4.22.1 of Part 7 of this Registration Document
<b>Conversion Ratio</b>	has the meaning given in paragraph 4.22.1 of Part 7 of this Registration Document
<b>CREST</b>	the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form

<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755), as amended
<b>CTA 2010</b>	Corporation Tax Act 2010 and any statutory modification or re-enactment thereof for the time being in force
<b>Deferred Shares</b>	has the meaning given in paragraph 4.22.1 of Part 7 of this Registration Document
<b>Depository</b>	Gallium P E Depository Limited
<b>Depository Agreement</b>	the depository agreement dated 12 November 2020 between the Company and the Depository, a summary of which is set out in paragraph 6.5 of Part 7 of this Registration Document
<b>Directors</b>	the directors from time to time of the Company and “ <b>Director</b> ” is to be construed accordingly
<b>Disclosure Guidance and Transparency Rules</b>	the disclosure guidance published by the Financial Conduct Authority and the transparency rules made by the Financial Conduct Authority under section 73A of FSMA, as amended from time to time
<b>Downing or Downing Group</b>	the Investment Manager and its subsidiaries from time to time
<b>Downing LLP</b>	the Investment Manager
<b>Downing Managed Funds</b>	funds, finance vehicles or accounts (including the Company) managed or advised by a member or members of the Downing Group
<b>EEA</b>	European Economic Area
<b>ERISA</b>	U.S. Employee Retirement Income Security Act of 1974, as amended
<b>Euro or €</b>	the lawful currency of the EU
<b>Euroclear</b>	Euroclear UK & International Limited, being the operator of CREST
<b>European Union or EU</b>	the European Union first established by the treaty made at Maastricht on 7 February 1992
<b>Eurozone</b>	the geographical and economic region that consists of all the EU member states that have fully incorporated the Euro as their national currency
<b>EU Prospectus Regulation</b>	Regulation (EU) No. 2017/1129 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC
<b>EUWA</b>	the European Union (Withdrawal) Act 2018 (as amended)
<b>Existing Ordinary Shares</b>	the 137,008,487 existing Ordinary Shares in issue as at the date of this Registration Document
<b>FCA</b>	the Financial Conduct Authority or any successor authority
<b>FCA Handbook</b>	the FCA handbook of rules and guidance as amended from time to time
<b>Final Closing Date</b>	6 June 2023 or such earlier date or time: (i) at which the maximum number of Ordinary Shares to be issued pursuant to the Share Issuance Programme have been issued; or (ii) at the discretion of the Directors
<b>FSMA</b>	the Financial Services and Markets Act 2000 and any statutory modification or re-enactment thereof for the time being in force

<b>Future Securities Note</b>	a securities note to be issued in the future by the Company in respect of each issue, if any, of Ordinary Shares (other than pursuant to the Initial Issue or an issue under the Share Issuance Programme which comprises only a Subsequent Placing, a Subsequent Offer for Subscription and/or a Subsequent Intermediaries Offer) made pursuant to this Registration Document and subject to separate approval by the FCA
<b>Future Summary</b>	a summary to be issued in future by the Company in respect of each issue, if any, of Ordinary Shares (other than pursuant to the Initial Issue or an issue under the Share Issuance Programme which comprises only a Subsequent Placing, a Subsequent Offer for Subscription and/or a Subsequent Intermediaries Offer) made pursuant to this Registration Document and subject to separate approval by the FCA
<b>General Meeting</b>	the general meeting of the Company convened for 12 noon on 23 June 2022
<b>Gross Asset Value</b>	the aggregate of: (i) the fair value of the Group's underlying investments (whether or not subsidiaries), valued on a discounted cash flow basis as described in the International Private Equity and Venture Capital Valuation Guidelines (latest edition December 2018); (ii) the Group's proportionate share of the cash balances and cash equivalents of Group companies and non-subsidiary companies in which the Group holds an interest; and (iii) the Group's proportionate share of other relevant assets or liabilities of the Group valued at fair value (other than third party borrowings) to the extent not included in (i) or (ii) above
<b>Group</b>	the Company and its subsidiaries from time to time
<b>HMRC</b>	Her Majesty's Revenue and Customs
<b>Initial Admission</b>	Admission of the Ordinary Shares to be issued pursuant to the Initial Issue
<b>Initial Intermediaries Offer</b>	the intermediaries offer of Ordinary Shares at the Initial Issue Price pursuant to the Initial Issue as described in paragraph 3 of Part 1 of the Securities Note and pursuant to the Securities Note
<b>Initial Issue</b>	together the Initial Placing, the Open Offer, the Initial Offer for Subscription, and the Initial Intermediaries Offer
<b>Initial Issue Gross Proceeds</b>	the gross proceeds of the Initial Issue
<b>Initial Issue Net Proceeds</b>	the net proceeds of the Initial Issue
<b>Initial Issue Price</b>	the price at which Ordinary Shares are being issued pursuant to the Initial Issue, being 111 pence per Ordinary Share
<b>Initial Offer for Subscription</b>	the offer for subscription of Ordinary Shares at the Initial Issue Price pursuant to the Initial Issue as described in paragraph 3 of Part 1 of the Securities Note on the terms and conditions set out in Part 5 of the Securities Note
<b>Initial Placing</b>	the conditional placing of Ordinary Shares by Singer Capital Markets or Winterflood at the Initial Issue Price pursuant to the Initial Issue as described in paragraph 3 of Part 1 of the Securities Note on the terms and conditions set out in Part 3 of the Securities Note
<b>Intermediaries</b>	any intermediary financial institution which is accepted and appointed by the Company in connection with any Intermediaries Offer, including, without limitation, in respect of the Initial Intermediaries Offer only those entities listed in

	paragraph 8 of Part 7 of the Securities Note and “ <b>Intermediary</b> ” shall mean any one of them
<b>Intermediaries Offer</b>	any offer of Ordinary Shares by the Intermediaries to retail investors under the Initial Issue or the Share Issuance Programme as described in paragraph 3 of Part 1 and paragraph 1 of Part 2 of the Securities Note respectively
<b>Investment Manager</b>	Downing LLP
<b>Investment Management Agreement</b>	the investment management agreement dated 12 November 2020 between the Company, the AIFM and the Investment Manager, a summary of which is set out in paragraph 6.3 of Part 7 of this Registration Document
<b>IPO</b>	the initial public offering of the Company which took place on 10 December 2020
<b>IPO Admission</b>	admission of 122,500,000 Ordinary Shares to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange’s main market in connection with the IPO
<b>IPO Issue</b>	the placing, the offer for subscription and the intermediaries offer undertaken by the Company in relation to its IPO
<b>Issue Resolutions</b>	the resolutions to be proposed at the General Meeting to authorise the Directors to issue up to 250 million Ordinary Shares on a non-pre-emptive basis pursuant to the Initial Issue and any Subsequent Issue
<b>Joint Bookrunners</b>	Singer Capital Markets and Winterflood
<b>Latest Practicable Date</b>	close of business on 6 June 2022, being the latest practicable date prior to the publication of this Registration Document to ascertain certain information contained therein
<b>LEI</b>	legal entity identifier
<b>Listing Rules</b>	the listing rules made by the FCA under section 73A of FSMA, as amended from time to time
<b>London Stock Exchange</b>	London Stock Exchange plc
<b>Management Engagement Committee</b>	the management engagement committee of the Board
<b>Management Shares</b>	redeemable shares of £1.00 each in the capital of the Company
<b>Net Asset Value</b>	the value, as at any date, of the assets of the Company after deduction of all liabilities determined in accordance with the accounting policies adopted by the Company from time to time
<b>Net Asset Value per C Share</b>	at any time the Net Asset Value attributable to any tranche of C Shares divided by the number of C Shares of the relevant tranche in issue (other than C Shares of the relevant tranche held in treasury) at the date of calculation
<b>Net Asset Value per Ordinary Share</b>	at any time the Net Asset Value attributable to the Ordinary Shares divided by the number of Ordinary Shares in issue (other than Ordinary Shares held in treasury) at the date of calculation
<b>New Investment Policy</b>	the new investment policy proposed to be adopted by the Company
<b>Nomination Committee</b>	the nomination committee of the Board
<b>Northern Europe</b>	Denmark, Sweden, Norway, Finland, Iceland, the Baltic States, Germany and France

<b>Offer for Subscription</b>	any offer for subscription of Ordinary Shares pursuant to the Initial Issue at the Initial Issue Price or the Share Issuance Programme at the Share Issuance Programme Price as more fully described in paragraph 3 of Part 1 and paragraph 1 of Part 2 of the Securities Note respectively
<b>Official List</b>	the official list maintained by the FCA pursuant to Part VI of FSMA
<b>Open Offer</b>	the offer to Qualifying Shareholders, constituting an invitation to apply for Ordinary Shares, on the terms and subject to the conditions set out in Part 4 of the Securities Note and, in the case of Qualifying non-CREST Shareholders, the Open Offer Application Form
<b>Open Offer Application Form</b>	the application form on which Qualifying non-CREST Shareholders may apply for Ordinary Shares under the Open Offer
<b>Ordinary Shares</b>	ordinary shares of £0.01 each in the capital of the Company and “ <b>Ordinary Share</b> ” shall be construed accordingly
<b>Other Infrastructure</b>	means other infrastructure assets and investments in businesses whose principal revenues are not derived from the generation and sale of electricity on the wholesale electricity markets
<b>Overseas Shareholders</b>	Shareholders with registered addresses outside the United Kingdom or who are citizens or residents of countries outside the United Kingdom
<b>Pipeline Asset(s)</b>	the assets described in Part 3 of this Registration Document which have been identified by the Investment Manager as being in line with the Company’s investment policy
<b>Placing</b>	any conditional placing of Ordinary Shares by the Joint Bookrunners as more fully described in paragraph 3 of Part 1 and paragraph 1 of Part 2 of the Securities Note respectively
<b>Plan Asset Regulations</b>	the U.S. Department of Labor Regulations, 29 C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA
<b>Project Stage</b>	the stage of development of a project, being one of operational, construction-ready or in-construction
<b>Prospectus Regulation Rules</b>	the prospectus regulation rules made by the FCA under section 73A of FSMA, as amended from time to time
<b>Qualifying non-CREST Shareholders</b>	Qualifying Shareholders whose Existing Ordinary Shares are in certificated form
<b>Qualifying Shareholders</b>	holders of Existing Ordinary Shares on the Register on the Record Date (other than certain Overseas Shareholders as described in paragraph 6 of Part 4 of the Securities Note)
<b>Receiving Agent</b>	Link Market Services Limited trading as Link Group
<b>Receiving Agent Agreement</b>	the receiving agent agreement between the Company and the Receiving Agent, a summary of which is set out in paragraph 6.7 of Part 7 of this Registration Document
<b>Record Date</b>	close of business on 1 June 2022
<b>Register</b>	the register of members of the Company
<b>Registrar</b>	Link Market Services Limited trading as Link Group
<b>Registrar Agreement</b>	the registrar agreement dated 12 November 2020 between the Company and the Registrar, a summary of which is set out in paragraph 6.9 of Part 7 of this Registration Document

<b>Registration Document</b>	this registration document dated 7 June 2022 issued by the Company and approved by the FCA
<b>Regulation S</b>	Regulation S promulgated under the U.S. Securities Act, as amended from time to time
<b>Regulatory Information Service or RIS</b>	a service authorised by the FCA to release regulatory announcements to the London Stock Exchange
<b>Relevant Member State</b>	each member state of the EEA which is bound by the EU Prospectus Regulation
<b>Restricted Jurisdiction</b>	each of Australia, Canada, the Republic of South Africa, Japan, the United States or any Relevant Member State (with the exception of the Republic of Ireland, the Netherlands and Sweden) for such time as the AIFM is registered for national private placement therein) and any jurisdiction in which the issue of Ordinary Shares might result in the contravention of any regulation or other legal requirements in such jurisdiction
<b>Revolving Credit Facility</b>	the credit agreement dated 3 December 2021 and made between Dore Holdco Limited and Santander UK plc
<b>Securities Note</b>	the securities note dated 7 June 2022 issued by the Company in respect of the Ordinary Shares to be issued pursuant to the Initial Issue and any Subsequent Placing and/or any Subsequent Offer for Subscription and/or any Subsequent Intermediaries Offer and approved by the FCA
<b>SFDR</b>	Regulation (EU) 2019/2088 of the European Parliament and of the Council of 27 November 2019 on sustainability-related disclosures in the financial services sector
<b>Shareholder</b>	a holder of Ordinary Shares
<b>Share Issuance Agreement</b>	the conditional agreement dated 7 June 2022, between the Company, the Investment Manager, the AIFM, Singer Advisory and the Joint Bookrunners relating to the Initial Issue and the Share Issuance Programme, summarised in paragraph 6.1 of Part 7 of this Registration Document
<b>Share Issuance Programme</b>	the proposed programme of Subsequent Issues of Ordinary Shares on the terms set out in the Securities Note (and any Future Securities Note, as applicable)
<b>Share Issuance Programme Price</b>	the applicable price at which Ordinary Shares will be issued under any Subsequent Issue, being not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium sufficient to cover at least the costs and expenses of such issue
<b>Similar Law</b>	any federal, state, local or non-U.S. law that regulates investments of a non-U.S. plan
<b>Singer</b>	together Singer Advisory and Singer Capital Markets
<b>Singer Advisory</b>	Singer Capital Markets Advisory LLP, the Company's sponsor, financial adviser and intermediaries offer adviser
<b>Singer Capital Markets</b>	Singer Capital Markets Limited, the Company's joint bookrunner
<b>SPV</b>	a special purpose vehicle owned in whole or in part by the Company or one of its Affiliates which is used as the project company for the acquisition and/or holding of an Asset
<b>Sterling or GBP or £ or pence</b>	the lawful currency of the United Kingdom

<b>Subsequent Admission</b>	Admission of any Ordinary Shares issued pursuant to the Share Issuance Programme
<b>Subsequent Issue</b>	any Placing, open offer, Offer for Subscription and/or Intermediaries Offer of Ordinary Shares made pursuant to the Share Issuance Programme
<b>Subsequent Intermediaries Offer</b>	any Intermediaries Offer of Ordinary Shares pursuant to the Share Issuance Programme as described in paragraph 1 of Part 2 of the Securities Note and pursuant to the Securities Note
<b>Subsequent Offer for Subscription</b>	any offer for subscription of Ordinary Shares pursuant to the Share Issuance Programme as described in paragraph 1 of Part 2 of the Securities Note and on the terms and conditions set out in the Securities Note and the Application Form
<b>Subsequent Placing</b>	any conditional placing of new Ordinary Shares by the Joint Bookrunners at the Share Issuance Programme Price pursuant to the Share Issuance Programme as described in paragraph 1 of Part 2 of the Securities Note on the terms and conditions set out in Part 3 of the Securities Note
<b>Summary</b>	the summary dated 7 June 2022 issued by the Company pursuant to this Registration Document and the Securities Note and approved by the FCA
<b>Takeover Code</b>	The City Code on Takeovers and Mergers, as amended from time to time
<b>Technology</b>	in relation to an Asset or portfolio of Assets, the principal technology utilised to generate energy from renewable sources, for example solar photovoltaic, wind, hydro-electric or geothermal
<b>UK AIFM Regime</b>	together, The Alternative Investment Fund Managers Regulations 2013 (as amended by The Alternative Investment Fund Managers (Amendment etc.) (EU Exit) Regulations 2019) and the Investment Funds Sourcebook forming part of the FCA Handbook, as amended from time to time
<b>UK Corporate Governance Code</b>	the UK Corporate Governance Code as published by the Financial Reporting Council from time-to-time
<b>UK CRA Regulations</b>	Regulation (EC) No. 1060/2008 on credit rating agencies, as amended from time to time
<b>UK MAR</b>	Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>UK Prospectus Regulation</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>uncertificated or in uncertificated form</b>	a share recorded on the Register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
<b>U.S. Investment Company Act</b>	U.S. Investment Company Act of 1940, as amended
<b>U.S. Person</b>	any person who is a U.S. person within the meaning of Regulation S adopted under the U.S. Securities Act
<b>U.S. Securities Act</b>	U.S. Securities Act of 1933, as amended
<b>U.S. Tax Code</b>	the US Internal Revenue Code of 1986, as amended

**United States of America** or  
**United States** or **U.S.**

**US\$**

**Winterflood**

the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia

the lawful currency of the United States of America

Winterflood Securities Limited, the Company's joint bookrunner

## APPENDIX

### PROPOSED AMENDMENTS TO THE EXISTING INVESTING POLICY

The proposed amendments contained in the Amended Investment Policy, marked to show the changes from

the Existing Investing Policy, are set out below. Additions are indicated with underline and deletions are indicated with strikethrough.

#### ***Investment Objective***

The Company's investment objective is to provide investors with an attractive and sustainable level of income ~~returns~~, with an element of capital growth, by investing in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe.

#### ***Investment Policy***

The Company ~~will seek~~ to achieve its investment objective through investment in a diversified portfolio of renewable energy and infrastructure assets in the UK, Ireland and Northern Europe, comprising (i) predominantly assets which generate electricity from renewable energy sources; and (ii) other infrastructure assets and investments in businesses whose principal revenues are not derived from the generation and sale of electricity on the wholesale electricity markets ("**Other Infrastructure**") (together "**Assets**" and each project being an "**Asset**"). Assets may be operational, in construction or construction-ready, at the time of purchase. In-construction or construction-ready Assets are assets which have in place the required grid access rights, land consents, planning, permitting and regulatory consents in order to commence construction. For the avoidance of doubt, the Company ~~will~~ does not acquire or fund Assets that are at an earlier stage of development than construction-ready.

The Company ~~intends to invest~~ in a portfolio of Assets that is diversified by: (i) the principal technology utilised to generate energy from renewable sources, for example solar photovoltaic, wind, hydro-electric or geothermal ("**Technology**"); (ii) geography; and (iii) the stage of development of a project, being one of operational, construction-ready or in-construction (each a "**Project Stage**").

Whilst the Company intends primarily to take controlling interests, it may acquire a mix of controlling and non-controlling interests in Assets and the Company may use a range of investment instruments in the pursuit of its investment objective, including but not limited to equity and debt investments.

In circumstances where the Company does not hold a controlling interest in the relevant investment, the Company will seek to secure its shareholder rights through contractual and other arrangements, *inter alia*, to ensure that the Asset is operated and managed in a manner that is consistent with the Company's investment policy.

#### ***Investment Restrictions***

The Company will observe the following ~~investment~~ restrictions when making investments:

- the Company may invest no more than 60% of Gross Asset Value in Assets located in the UK, save that until the Net Asset Value of Company first exceeds £300 million, the Company may invest no more than 75% of Gross Asset Value in Assets located in the UK;
- the Company may invest no more than 60% of Gross Asset Value in Assets located in Ireland and Northern Europe (combined), save that until the Net Asset Value of Company first exceeds £300 million, the Company may invest no more than 75% of Gross Asset Value in Assets located in Ireland and Northern Europe (combined);
- ~~no more than 25% of Gross Asset Value will be invested in Assets in relation to which the Company does not have a controlling interest;~~
- ~~no investments will be made in companies which generate electricity through the combustion of fossil fuels or derive a significant portion of their revenues from the use or sale of fossil fuels unless the purpose of the investment is to transition these companies away from the use of fossil fuels and toward sustainable sources; and~~
- ~~the Company will not invest in other UK listed closed-ended investment companies.~~

~~The Company will observe the following investment restrictions when making investments, with the relevant limits being calculated on the assumed basis that the Company has gearing in place of 50% of Gross Asset Value:~~

- ~~• the Company may invest no more than 50% of Gross Asset Value in any single Technology, save that until the Net Asset Value of the Company first exceeds £300 million, the Company may invest no more than 60% of Gross Asset Value in any single Technology;~~
- ~~• the Company may invest no more than 25% of Gross Asset Value in Other Infrastructure;~~
- ~~• the Company may invest no more than 35% of Gross Asset Value in Assets that are in construction or construction-ready;~~
- ~~• the Company may invest no more than 30% of Gross Asset Value in any one single Asset, and the Company's investment in any other single Asset shall not exceed 25% of Gross Asset Value; ~~and~~~~
- ~~• at the time of an investment or entry into an agreement with an Offtaker, the aggregate value of the Company's investments in Assets under contract to any single Offtaker will not exceed 40% of Gross Asset Value;~~
- ~~• no more than 25% of Gross Asset Value will be invested in Assets in relation to which the Company does not have a controlling interest;~~
- ~~• no investments will be made in companies which generate electricity through the combustion of fossil fuels or derive a significant portion of their revenues from the use or sale of fossil fuels un-less the purpose of the investment is to transition those companies away from the use of fossil fuels and toward sustainable sources; Following full investment of the Net Proceeds and following the Company becoming substantially geared (meaning for this purpose by way of long term debt of 50% of Gross Asset Value being put in place), the Company's portfolio will comprise no fewer than six Assets.~~
- ~~• the Company's portfolio will comprise no fewer than six Assets; ~~and~~~~
- ~~• the Company will not invest in other UK listed closed-ended investment companies.~~

~~Compliance with the above restrictions will be measured at the time of investment and non-compliance resulting from changes in the price or value of the Assets following investment will not be considered as a breach of the investment restrictions.~~

~~The Company will hold its investments through one or more SPVs and the investment restrictions will be applied on a look-through basis to the Asset owning SPV.~~

### ***Borrowing Policy***

Long-term limited recourse debt at the SPV level may be used to facilitate the acquisition, refinancing or construction of Assets. Where utilised, the Company will seek to adopt a prudent approach to financial leverage with the aim that each Asset will be financed appropriately for the nature of the underlying cashflows and their expected volatility. Total long-term structural debt will not exceed 50% of the prevailing Gross Asset Value at the time of drawing down (or acquiring) such debt.

In addition, the Company and/or its subsidiaries may make use of short-term debt, such as a revolving credit facility, to assist with the acquisition of suitable opportunities as and when they become available. Such short-term debt will be subject to a separate gearing limit so as not to exceed 420% of the prevailing Gross Asset Value at the time of drawing down (or acquiring) any such short-term debt.

The Company may employ gearing at the level of an SPV, any intermediate subsidiary of the Company or the Company itself, and the limits on total long-term structural debt and short-term debt shall apply on a consolidated basis across the Company, the SPVs and any such intermediate holding entities (disregarding for this purpose any intra-Group debt (i.e. borrowings and debt instruments between members of the Group)).

In circumstances where these aforementioned limits are exceeded as a result of gearing of one or more Assets in which the Company has a non-controlling interest, the borrowing restrictions will not

be deemed to be breached. However, in such circumstances, the matter will be brought to the attention of the Board who will determine the appropriate course of action.

For general purposes the Company defines “Gross Asset Value” as the aggregate of: (i) the fair value of the Group’s underlying investments (whether or not subsidiaries), valued on a discounted cash flow basis as described in the International Private Equity and Venture Capital Valuation Guidelines (latest edition December 2018); (ii) the Group’s proportionate share of the cash balances and cash equivalents of Group companies and non-subsidiary companies in which the Group holds an interest; and (iii) the Group’s proportionate share of other relevant assets or liabilities of the Group valued at fair value (other than third party borrowings) to the extent not included in (i) or (ii) above. For the purposes of the investment policy only, the definition of Gross Asset Value is adjusted such that the Group’s proportionate share of the cash balances and cash equivalents of Group companies and non-subsidiary companies in which the Group holds an interest are multiplied by two to reflect the gearing that the Group could obtain upon investment of such balances.

### ***Currency and Hedging Policy***

The Company ~~will~~adopts a structured risk management approach in seeking to deliver stable cash flows and dividend yield.

This may include entering into hedging transactions for the purpose of efficient portfolio management. This could include:

- foreign currency hedging on a portion of equity distributions and net asset value(s);
- foreign currency hedging on construction budgets;
- interest and/or inflation rate hedging through swaps or other market instruments and/or derivative transactions; and
- power and commodity price hedging through power purchase arrangements or other market instruments and/or derivative transactions.

Any such transactions ~~will~~are not ~~be~~ undertaken for speculative purposes.

### ***Cash management***

The Company may hold cash on deposit and may invest in cash equivalent investments, which may include short-term investments in money market type funds (“**Cash and Cash Equivalents**”).

There is no restriction on the amount of Cash and Cash Equivalents that the Company may hold and there may be times when it is appropriate for the Company to have a significant Cash and Cash Equivalents position.

### ***Holding and Exit Strategy***

It is intended that Assets will be held for the long-term. However, if an attractive offer is received or likely to be available, consideration will be given to the sale of the relevant Asset and reinvestment of the proceeds.

### ***Changes to and Compliance with the Investment Policy***

Any material change to the Company’s investment policy ~~set out above~~ will require the approval of the FCA and the approval of Shareholders by way of an ordinary resolution at a general meeting ~~and the approval of the FCA.~~

In the event of a breach of the investment guidelines and the investment restrictions ~~set out above~~, the AIFM shall inform the Board upon becoming aware of the same and if the Board considers the breach to be material, notification will be made to a Regulatory Information Service.



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**THIS SECURITIES NOTE, THE REGISTRATION DOCUMENT AND THE SUMMARY ARE IMPORTANT AND REQUIRE YOUR IMMEDIATE ATTENTION. If you are in any doubt about the action you should take, you are recommended to seek your own financial advice immediately from an independent financial adviser who is authorised under the Financial Services and Markets Act 2000 (as amended) (“FSMA”) if you are in the United Kingdom, or from another appropriately authorised independent financial adviser if you are in a territory outside the United Kingdom.**

This Securities Note, the Registration Document and the Summary together which comprise a prospectus relating to Downing Renewables & Infrastructure Trust plc (the “Company”) (the “Prospectus”) has been approved by the Financial Conduct Authority (the “FCA”) under the UK Prospectus Regulation and has been delivered to the FCA in accordance with Rule 3.2 of the Prospectus Regulation Rules. The Prospectus has been made available to the public as required by the Prospectus Regulation Rules.

The Prospectus has been approved by the FCA of 12 Endeavour Square, London E20 1JN, as the competent authority under the UK Prospectus Regulation. Contact information relating to the FCA can be found at <http://www.fca.org.uk/contact>. The FCA only approves this Securities Note as meeting the standards of completeness, comprehensibility and consistency imposed by the UK Prospectus Regulation. Such approval should not be considered as an endorsement of the issuer that is, or the quality of the securities that are, the subject of this Securities Note. Investors should make their own assessment as to the suitability of investing in the securities.

This Securities Note has been issued in connection with the issue of up to 250 million Ordinary Shares in connection with the Initial Issue and the Share Issuance Programme.

Applications will be made to the Financial Conduct Authority and the London Stock Exchange for all of the Ordinary Shares to be issued pursuant to the Initial Issue or any Subsequent Issue to be admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange’s main market. It is expected that Initial Admission will become effective and that dealings for normal settlement in the Ordinary Shares issued pursuant to the Initial Issue will commence at 8.00 a.m. on 27 June 2022. It is expected that any Subsequent Admissions pursuant to Subsequent Issues of Ordinary Shares will become effective and that dealings for normal settlement in the Ordinary Shares will commence between 28 June 2022 and the Final Closing Date. All dealings in Ordinary Shares will be at the sole risk of the parties concerned. The Ordinary Shares will not be dealt in on any other recognised investment exchange and no other such applications have been made or are currently expected.

The Company and each of the Directors, whose names appear on page 20 of this Securities Note, accept responsibility for the information contained in this Securities Note and the Summary. To the best of the knowledge of the Company and the Directors, the information contained in this Securities Note and the Summary is in accordance with the facts and this Securities Note and the Summary makes no omission likely to affect their import.

**Prospective investors should read this Securities Note, together with the Registration Document and the Summary and, in particular, the section headed “Risk Factors” on pages 5 to 6 of this Securities Note and the section headed “Risk Factors” in the Registration Document when considering an investment in the Company.**

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# **DOWNING RENEWABLES & INFRASTRUCTURE TRUST PLC**

*(Incorporated in England and Wales with registered number 12938740 and registered as an investment company under section 833 of the Companies Act 2006)*

## **SECURITIES NOTE**

**Initial Placing, Open Offer, Initial Offer for Subscription and Initial Intermediaries Offer for a target issue of  
45,669,495 Ordinary Shares at 111 pence per Ordinary Share<sup>1</sup>  
and  
Share Issuance Programme**

**Investment Manager  
Downing LLP**

**Sponsor, Financial Adviser and Intermediaries Offer Adviser**

**SINGER CAPITAL MARKETS ADVISORY LLP**

**Joint Bookrunner**

**SINGER CAPITAL MARKETS  
SECURITIES LIMITED**

**Joint Bookrunner**

**WINTERFLOOD SECURITIES  
LIMITED**

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<sup>1</sup> The Directors have reserved the right, following consultation with the Joint Bookrunners and the Investment Manager, to increase the size of the Initial Issue to a maximum of 250 million Ordinary Shares if overall demand exceeds 45,669,495 Ordinary Shares by reallocating Ordinary Shares available under the Share Issuance Programme to increase the size of the Initial Issue, with any such increase being announced through a Regulatory Information Service.

Singer Capital Markets Advisory LLP (“**Singer Advisory**”), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as sponsor, financial adviser and intermediaries offer adviser for the Company and for no-one else and will not regard any other person (whether or not a recipient of this Securities Note) as its client and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or providing any advice in relation to the Initial Issue, the Share Issuance Programme, any Admission, the contents of the Prospectus, or any transaction or arrangement referred to in the Prospectus.

Singer Capital Markets Securities Limited (“**Singer Capital Markets**”), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as joint bookrunner for the Company and for no-one else and will not regard any other person (whether or not a recipient of this Securities Note) as its client and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or providing any advice in relation to the Initial Issue, the Share Issuance Programme, any Admission, the contents of the Prospectus, or any transaction or arrangement referred to in the Prospectus.

Winterflood Securities Limited (“**Winterflood**”), which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting exclusively as joint bookrunner for the Company and for no-one else and will not regard any other person (whether or not a recipient of this Securities Note) as its client and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or providing any advice in relation to the Initial Issue, the Share Issuance Programme, any Admission, the contents of the Prospectus, or any transaction or arrangement referred to in the Prospectus.

Apart from the responsibilities and liabilities, if any, which may be imposed on Singer Advisory, Singer Capital Markets (Singer Advisory and Singer Capital Markets, together “**Singer**”) or Winterflood (Singer Capital Markets and Winterflood, together the “**Joint Bookrunners**”) by FSMA or the regulatory regime established thereunder or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Singer nor Winterflood nor any person affiliated with either of them makes any representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the contents of the Prospectus or any supplementary prospectus published by the Company prior to the Final Closing Date, including its accuracy, completeness or verification, or for any other statement made or purported to be made by it or on its behalf or on behalf of the Company or any other person in connection with the Company, the Ordinary Shares, the Initial Issue, the Share Issuance Programme or any Admission. Each of Singer and Winterflood (together with its respective affiliates) accordingly, to the fullest extent permissible by law, disclaims all and any responsibility or liability, whether arising in tort, contract or otherwise which it might otherwise have in respect of the Prospectus, any such supplementary prospectus or any other statement.

Prospective investors should rely only on the information contained in the Prospectus and any supplementary prospectus published by the Company prior to Admission of the relevant Ordinary Shares. No person has been authorised to give any information or make any representations in relation to the Company other than those contained in the Prospectus and any supplementary prospectus published by the Company prior to the Final Closing Date, and, if given or made, such information or representations must not be relied upon as having been so authorised by the Company, the AIFM, the Investment Manager, Singer or Winterflood or any of their respective affiliates, officers, directors, employees or agents. Without prejudice to the Company’s obligations under the UK Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the Disclosure Guidance and Transparency Rules and the UK MAR, neither the delivery of the Prospectus nor any subscription for or purchase of Ordinary Shares pursuant to the Initial Issue and/or the Share Issuance Programme, under any circumstances, creates any implication that there has been no change in the affairs of the Company since, or that the information contained herein is correct at any time subsequent to, the date of the Prospectus.

The contents of the Prospectus and any supplementary prospectus published by the Company prior to the Final Closing Date are not to be construed as legal, financial, business, investment or tax advice. Investors should consult their own legal adviser, financial adviser or tax adviser for legal, financial, business, investment or tax advice. Investors must inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of Ordinary Shares; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of Ordinary Shares which they might encounter; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer or other disposal of, or subscription for Ordinary Shares. Investors must rely on their own representatives, including their own legal advisers and accountants, as to legal, financial, business, investment, tax, or any other related matters concerning the Company and an investment therein. None of the Company, the AIFM, the Investment Manager, Singer or Winterflood nor any of their respective representatives is making any representation to any offeree or purchaser of Ordinary Shares regarding the legality of an investment in the Ordinary Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser.

## **Notice to U.S. and other overseas investors**

The Prospectus may not be used for the purpose of, and does not constitute, an offer or solicitation by anyone in any jurisdiction or in any circumstances in which such offer or solicitation is unlawful or not authorised or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, Singer or Winterflood or to any person to whom it is unlawful to make such offer or solicitation. The offer and sale of Ordinary Shares has not been and will not be registered under the applicable securities laws of Canada, Australia, the Republic of South Africa or Japan. Subject to certain exemptions, the Ordinary Shares may not be offered to or sold within Canada, Australia, the Republic of South Africa or Japan or to any national, resident or citizen of Canada, Australia, the Republic of South Africa or Japan.

The Ordinary Shares have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the “**U.S. Securities Act**”), or under any laws of, or with any securities regulatory authority of, any state or other jurisdiction of the United States and may not be offered, sold, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the U.S. Securities Act) (“**Regulation S**”) (a “**U.S. Person**”) except pursuant to an exemption from the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. There will be

no public offer or sale of the Ordinary Shares in the United States. Outside the United States, the Ordinary Shares may be offered or sold to non-U.S. Persons in offshore transactions in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder. The Company has not been and will not be registered under the U.S. Investment Company Act of 1940, as amended (the “**U.S. Investment Company Act**”) and recipients of the Prospectus will not be entitled to the benefits of the U.S. Investment Company Act. This Securities Note must not be distributed into the United States or to U.S. Persons.

Neither the U.S. Securities Exchange Commission nor any U.S. state securities commission has approved or disapproved of the Ordinary Shares or determined if this Securities Note is truthful or complete. Any representation to the contrary is a U.S. criminal offence and a violation of U.S. law or regulation. Any person in the United States who obtains a copy of this Securities Note is requested to disregard it.

In relation to the United Kingdom and each member state in the EEA, the Ordinary Shares have not been nor will be directly or indirectly offered to or placed with investors in the United Kingdom or any member state of the EEA at the initiative of or on behalf of the Company, the AIFM or the Investment Manager other than in accordance with methods permitted in the United Kingdom or the relevant member state.

Copies of this Securities Note, the Registration Document and the Summary (along with any Future Securities Note, Future Summary, any supplementary prospectus published by the Company prior to the Final Closing Date and any supplement to the Registration Document issued by the Company) will be available on the Company’s website ([www.doretrust.com](http://www.doretrust.com)) and the National Storage Mechanism of the FCA at <https://data.fca.org.uk/#/nsm/nationalstoragemechanism>.

Without limitation, neither the contents of the Company’s, the AIFM’s or the Investment Manager’s website (or any other website) nor the content of any website accessible from hyperlinks on the Company’s, the AIFM’s or the Investment Manager’s website (or any other website) is incorporated into, or forms part of this Securities Note, or has been approved by the FCA.

Dated: 7 June 2022

## CONTENTS

	<u>Page</u>
RISK FACTORS	5
IMPORTANT INFORMATION	7
EXPECTED TIMETABLE	16
INITIAL ISSUE AND SHARE ISSUANCE PROGRAMME STATISTICS	18
DEALING CODES	19
DIRECTORS, MANAGEMENT AND ADVISERS	20
PART 1 – THE INITIAL ISSUE	22
PART 2 – THE SHARE ISSUANCE PROGRAMME	32
PART 3 – TERMS AND CONDITIONS OF APPLICATION UNDER THE INITIAL PLACING AND ANY SUBSEQUENT PLACING UNDER THE SHARE ISSUANCE PROGRAMME	38
PART 4 – TERMS AND CONDITIONS OF APPLICATION UNDER THE OPEN OFFER	51
PART 5 – TERMS AND CONDITIONS OF APPLICATION OF EACH OFFER FOR SUBSCRIPTION	74
PART 6 – UK TAXATION	86
PART 7 – GENERAL INFORMATION	90
PART 8 – DEFINITIONS	114
APPENDIX 1 – APPLICATION FORM	123
APPENDIX 2 – TAX RESIDENCY SELF-CERTIFICATION FORM (INDIVIDUALS)	132

## RISK FACTORS

Investment in the Company should not be regarded as short-term in nature and involves a degree of risk. Accordingly, investors should consider carefully all of the information set out in this Securities Note and the risks attaching to an investment in the Company including, in particular, the risks described below.

The Directors believe that the risks described below are the material risks relating to an investment in the Ordinary Shares at the date of this Securities Note. Additional risks and uncertainties not currently known to the Directors, or that the Directors deem immaterial at the date of this Securities Note, may also have an adverse effect on the performance of the Company and the value of the Ordinary Shares. Investors should review this Securities Note, as well as the information contained in the Registration Document (including the section entitled “Risk Factors”), carefully and in its entirety and consult with their professional advisers before making an application to participate in the Initial Issue and/or any Subsequent Placing and/or any Subsequent Offer for Subscription and/or any Subsequent Intermediaries Offer.

As required by the UK Prospectus Regulation, the risk that the Directors consider to be the most material risk relating to the Ordinary Shares, taking into account the negative impact on the Company and the probability of its occurrence, has been set out first. Given the forward-looking nature of the risks, there can be no guarantee that any such risk is, in fact, the most material or the most likely to occur. Investors should, therefore, review and consider each risk.

### 1 RISKS RELATING TO THE ORDINARY SHARES

#### ***The value of the Ordinary Shares may fluctuate***

The value of an investment in the Company, and the returns derived from it, if any, may go down as well as up and an investor may not get back the amount invested. The market price of the Ordinary Shares, like shares in all investment companies, may fluctuate independently of their underlying net asset values and may trade at a discount or premium to net asset value at different times, depending on factors such as supply and demand for the Ordinary Shares, market conditions and general investor sentiment. There can be no guarantee that any premium or discount control policies will be successful or capable of being implemented in respect of the Ordinary Shares. The market value of an Ordinary Share may vary considerably from its Net Asset Value.

#### ***It may be difficult for Shareholders to realise their investment and there may not be a liquid market in the Ordinary Shares***

The price at which the Ordinary Shares will be traded and the price at which investors may realise their investment will be influenced by a large number of factors, some specific to the Company and its investments and some which may affect companies generally. Admission should not be taken as implying that there will be a liquid market for the Ordinary Shares. Consequently, the market price of the Ordinary Shares may be subject to greater fluctuation on small volumes of trading of Ordinary Shares and the Ordinary Shares may be difficult to sell at a particular price. The market price of the Ordinary Shares may not reflect their underlying Net Asset Value.

While the Directors retain the right to effect repurchases of Ordinary Shares, they are under no obligation to use such powers or to do so at any time and Shareholders should not place any reliance on the willingness of the Directors so to act. Shareholders wishing to realise their investment in the Company may therefore be required to dispose of their Ordinary Shares in the market. There can be no guarantee that a liquid market in the Ordinary Shares will be maintained or that the Ordinary Shares will trade at prices close to their underlying Net Asset Value. Accordingly, Shareholders may be unable to realise their investment at such Net Asset Value or at all.

#### ***Shareholders' ownership and voting interests may be diluted as a result of the Initial Issue and/or further issues of Ordinary Shares following the Initial Issue***

The ownership and voting interests of any Shareholders not participating in the Initial Issue will be diluted.

Assuming 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue, Qualifying Shareholders who take up their full Open Offer Entitlement (excluding any Ordinary Shares acquired through the Excess Application Facility) will not suffer any dilution to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue.

Qualifying Shareholders who do not take up any of their Open Offer Entitlement and Shareholders who are not eligible to participate in the Open Offer will suffer a maximum dilution of approximately 25.0% to their ownership and voting interests in the Company if 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue.

Following the Initial Issue, the Company may issue further Ordinary Shares pursuant to the Share Issuance Programme or otherwise. While the Companies Act contains statutory pre-emption rights for Shareholders in relation to issues of shares in consideration for cash, the Company will have authority to issue up to 250 million Ordinary Shares (less the number of Ordinary Shares issued pursuant to the Initial Issue) on a non-pre-emptive basis following the Initial Issue (conditional on the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 23 June 2022). Where statutory pre-emption rights are disapplied, any further issues of Ordinary Shares will be dilutive to those Shareholders who cannot, or choose not to, participate in such issues.

***Future sales of Ordinary Shares could cause the market price of the Ordinary Shares to fall***

Sales of Ordinary Shares or interests in the Ordinary Shares by significant investors could depress the market price of the Ordinary Shares. A substantial number of Ordinary Shares being sold, or the perception that sales of this type could occur, could also depress the market price of the Ordinary Shares. Both scenarios, occurring either individually or collectively, may make it more difficult for Shareholders to sell Ordinary Shares at a time and price that they deem appropriate.

***The Ordinary Shares are subject to significant transfer restrictions for investors in certain jurisdictions as well as forced transfer provisions***

The Ordinary Shares have not been registered and will not be registered in the United States under the U.S. Securities Act or under any other applicable securities laws. Moreover, the Ordinary Shares are only being offered and sold outside the United States to non-U.S. Persons (as defined in Regulation S under the U.S. Securities Act), except pursuant to an exemption from the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as “plan assets” of any benefit plan investor under section 3(42) of ERISA or the U.S. Tax Code; or (ii) would or might result in the Company and/or its shares and/or any of its appointed investment managers or investment advisers being required to register or qualify under the U.S. Investment Company Act, and/or U.S. Investment Advisers Act of 1940 and/or the U.S. Securities Act and/or the U.S. Securities Exchange Act 1934, as amended and/or any laws of any state of the U.S. or other jurisdiction that regulate the offering and sale of securities; or (iii) may cause the Company not to be considered a “Foreign Private Issuer” under the U.S. Securities Exchange Act 1934, as amended; or (iv) may cause the Company to be a “controlled foreign corporation” for the purpose of the U.S. Tax Code; or (v) creates a significant legal or regulatory issue for the Company under the U.S. Bank Holding Company Act 1956, as amended or regulations or interpretations thereunder, or (vi) would cause the Company adverse consequences under the foreign account tax compliance provisions of the U.S. Hiring Incentives to Restore Employment Act of 2010, including the Company becoming subject to any withholding tax or reporting obligation (including by reason of the failure of the Shareholder concerned to provide promptly to the Company such information and documentation as the Company may have requested to enable the Company to avoid or minimise such withholding tax or to comply with such reporting obligations), the Directors may require the holder of such shares to dispose of such shares and, if the Shareholder does not sell such shares, may dispose of such shares on their behalf. These restrictions may make it more difficult for a U.S. Person to hold and Shareholders generally to sell the Ordinary Shares and may have an adverse effect on the market value of the Ordinary Shares.

## IMPORTANT INFORMATION

### GENERAL

This Securities Note should be read in its entirety, along with the Summary and the Registration Document, any supplement to the Registration Document and any supplementary prospectus published by the Company prior to Admission of the relevant Ordinary Shares, before making any application for Ordinary Shares.

Prospective investors should rely only on the information contained in this Securities Note together with the Registration Document and the Summary and any supplementary prospectus published by the Company prior to Admission of the relevant Ordinary Shares. No person has been authorised by the Company to issue any advertisement or to give any information or to make any representations in connection with the offering or sale of Ordinary Shares other than those contained in the Prospectus and, if issued, given or made, such advertisement, information or representation must not be relied upon as having been authorised by the Company, the Investment Manager, Singer or Winterflood or any of their respective affiliates, officers, directors, members, employees or agents. Without prejudice to the Company's obligations under the UK Prospectus Regulation, the Prospectus Regulation Rules, the Listing Rules, the Disclosure Guidance and Transparency Rules, and the UK MAR, neither the delivery of the Prospectus nor any subscription for or purchase of Ordinary Shares made pursuant to the Initial Issue or the Share Issuance Programme, under any circumstances, creates any implication that there has been no change in the affairs of the Company since, or that the information contained in the Prospectus is correct at any time subsequent to, the date of the Prospectus.

Prospective investors should not treat the contents of the Prospectus and any supplementary prospectus published prior to the Final Closing Date as advice relating to legal, taxation, investment or any other matters. Prospective investors should inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer or other disposal of Ordinary Shares; (b) any foreign exchange restrictions applicable to the purchase, holding, transfer or other disposal of Ordinary Shares which they might encounter; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer or other disposal of, or subscription for Ordinary Shares. Prospective investors must rely upon their own legal advisers, accountants and other financial advisers as to legal, tax, investment or any other related matters concerning the Company and an investment in the Ordinary Shares.

Apart from the responsibilities and liabilities, if any, which may be imposed on Singer or Winterflood by FSMA or the regulatory regime established thereunder or under the regulatory regime of any other jurisdiction where exclusion of liability under the relevant regulatory regime would be illegal, void or unenforceable, neither Singer, Winterflood nor any person affiliated with either of them makes any representation, express or implied, in relation to, nor accepts any responsibility whatsoever for, the contents of the Prospectus or any supplementary prospectus published by the Company prior to the Final Closing Date, including its accuracy, completeness or verification, or for any other statement made or purported to be made by it or on its behalf or on behalf of the Company or any other person in connection with the Company, the Ordinary Shares, the Initial Issue, the Share Issuance Programme or any Admission. Each of Singer and Winterflood (together with its respective affiliates) accordingly, to the fullest extent permissible by law, disclaim all and any responsibility or liability, whether arising in tort, contract or otherwise which it might otherwise have in respect of the Prospectus or any such supplementary prospectus or any other statement.

In connection with the Initial Issue, any Subsequent Placing, any Subsequent Offer for Subscription and/or any Subsequent Intermediaries Offer, Singer, Winterflood and any of their respective affiliates, acting as investors for its or their own account(s), may subscribe for or purchase Ordinary Shares and in that capacity may retain, purchase, sell, offer to sell or otherwise deal for its or their own account(s) in the Ordinary Shares and other securities of the Company or related investments in connection with the Initial Issue, any Subsequent Placing, any Subsequent Offer for Subscription and/or or any Subsequent Intermediaries Offer or otherwise. Accordingly, references in the Prospectus to the Ordinary Shares being issued, offered, acquired, subscribed or otherwise dealt with, should be read as including any issue or offer to, acquisition of, or subscription or dealing by Singer, Winterflood and any of their respective affiliates acting as an investor for its or their own account(s). Neither Singer, Winterflood nor any of their respective affiliates intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so. In addition, Singer, Winterflood or their respective affiliates may enter

into financing arrangements with investors, such as share swap arrangements or lending arrangements in connection with which Singer, Winterflood or their respective affiliates may from time to time acquire, hold or dispose of shareholdings in the Company.

All Shareholders are entitled to the benefit of, are bound by, and are deemed to have notice of, the provisions of the Company's memorandum of association and the Articles which prospective investors should review. A summary of the Articles is contained in paragraph 3 of Part 7 of this Securities Note.

Under the Initial Intermediaries Offer, Ordinary Shares are being and under any Subsequent Intermediaries Offer, Ordinary Shares will be offered to Intermediaries who will facilitate the participation of their retail investor clients (and any member of the public who wishes to become a client of that Intermediary) located in the United Kingdom, the Channel Islands and the Isle of Man. The Company consents to the use of the Prospectus in connection with any subsequent resale or final placement of securities by the Intermediaries which are appointed in respect of any Intermediaries Offer in the United Kingdom, the Channel Islands and the Isle of Man on the following terms: (i) in respect of the Intermediaries who have been appointed prior to the date of this Securities Note in respect of the Initial Intermediaries Offer, as listed in paragraph 8 of Part 7 of this Securities Note; and (ii) in respect of Intermediaries who are appointed after the date of this Securities Note in respect of the Initial Intermediaries Offer or any Subsequent Intermediaries Offer, a list will appear on the Company's website, from the date on which they are appointed to participate in connection with any subsequent resale or final placement of securities and, in each case, until the closing of the period for the subsequent resale or final placement of Ordinary Shares by Intermediaries in respect of that Intermediaries Offer.

The offer period within which any subsequent resale or final placement of securities by the Intermediaries can be made in respect of the Initial Intermediaries Offer and for which consent to use the Prospectus is given commences on 7 June 2022 and closes on 21 June 2022, unless closed prior to that date (any such prior closure to be announced via a Regulatory Information Service).

The offer periods within which any subsequent resale or final placement of Ordinary Shares by Intermediaries may be made in respect of any Subsequent Intermediaries Offer and for which consent to use this Securities Note is given shall commence and close on such dates during the period from 28 June 2022 to the Final Closing Date as the Company (in consultation with the Joint Bookrunners) may, in its discretion, decide. The Final Details of any such offer period shall be announced by way of a publication of a notice through a Regulatory Information Service, and on the Company's website [www.doretrust.com](http://www.doretrust.com).

**Any financial intermediary using the Prospectus has to state on its website that it uses the Prospectus in accordance with the consent and the conditions attached thereto.** Intermediaries are required to provide, at the time of the relevant Intermediaries Offer, the terms and conditions of the relevant Intermediaries Offer to any prospective investor who has expressed an interest in participating in such Intermediaries Offer to such Intermediary. **Information on the terms and conditions of any subsequent resale or final placement of securities by any financial intermediary is to be provided at the time of the relevant Intermediaries Offer by the financial intermediary.**

The Company consents to the use of the Prospectus and accepts responsibility for the information contained in the Prospectus with respect to subsequent resale or final placement of securities by any financial intermediary given consent to use the Prospectus.

Any new information with respect to Intermediaries appointed in respect of any Intermediaries Offer (to the extent unknown at the time of approval of the Prospectus) will be made available on the Company's website at [www.doretrust.com](http://www.doretrust.com).

The Prospectus does not constitute, and may not be used for the purposes of, an offer or solicitation to anyone in any jurisdiction: (i) in which such offer or solicitation is not authorised; or (ii) in which the person making such offer or invitation is not qualified to do so; or (iii) to any person to whom it is unlawful to make such offer or solicitation. The distribution of the Prospectus and the offering of Ordinary Shares in certain jurisdictions may be restricted and accordingly persons into whose possession the Prospectus is received are required to inform themselves about and to observe such restrictions.

## **FOR THE ATTENTION OF UNITED STATES RESIDENTS**

The Ordinary Shares available under the Initial Issue and any Subsequent Issue have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and such Ordinary Shares may not be offered, sold, exercised, resold, transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the U.S. Securities Act), except pursuant to an exemption from the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States. There will be no public offer of the Ordinary Shares in the United States. The Ordinary Shares are being offered or sold outside the United States to non-U.S. Persons in offshore transactions in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder. The Company has not been and will not be registered under the U.S. Investment Company Act and investors will not be entitled to the benefits of the U.S. Investment Company Act.

The Ordinary Shares have not been approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of Ordinary Shares or the accuracy or adequacy of the Prospectus. Any representation to the contrary is a criminal offence in the United States and any re-offer or resale of any of the Ordinary Shares in the United States or to U.S. Persons may constitute a violation of U.S. law or regulation. Any person in the United States who obtains a copy of the Prospectus is requested to disregard it.

## **FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN CANADA, JAPAN, AUSTRALIA OR THE REPUBLIC OF SOUTH AFRICA**

The offer and sale of Ordinary Shares has not been and will not be registered under the applicable securities laws of Canada, Japan, Australia or the Republic of South Africa. Subject to certain exemptions, the Ordinary Shares may not be offered to or sold within Canada, Japan, Australia or the Republic of South Africa or to any national, resident or citizen of such territories.

## **FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN THE EUROPEAN ECONOMIC AREA**

In relation to each Relevant Member State, no Ordinary Shares have been offered or will be offered pursuant to the Initial Issue or the Share Issuance Programme to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Ordinary Shares which has been approved by the competent authority in that Relevant Member State, or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the EU Prospectus Regulation, except that offers of Ordinary Shares to the public may, with the prior consent of the Joint Bookrunners, be made at any time under the following exemptions under the EU Prospectus Regulation:

- (a) to any legal entity which is a “qualified investor” as defined in Article 2(e) of the EU Prospectus Regulation;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in Article 2(e) of the EU Prospectus Regulation) in such Relevant Member State; or
- (c) in any other circumstances falling within Article 1(4) of the EU Prospectus Regulation,

provided that no such offer of Ordinary Shares shall result in a requirement for the publication of a document pursuant to Article 3 of the EU Prospectus Regulation in a Relevant Member State and each person who initially acquires any Ordinary Shares to whom any offer is made under the Initial Placing or any Subsequent Placing will be deemed to have represented, acknowledged and agreed that it is a “qualified investor” within the meaning of Article 2(e) of the EU Prospectus Regulation.

For the purposes of this provision, the expression an “offer to the public” in relation to any offer of Ordinary Shares in any Relevant Member State means a communication in any form and by any means presenting sufficient information on the terms of the offer and any Ordinary Shares to be offered so as to enable an investor to decide to purchase or subscribe for the Ordinary Shares.

Any prospective investor domiciled in the EEA that has received the Prospectus in any Relevant Member State should not subscribe for Ordinary Shares (and the Company reserves the right to

reject any application so made, without explanation) unless (i) the AIFM has confirmed that it has made the relevant notifications and/or applications in that Relevant Member State and is lawfully able to market the Ordinary Shares into that Relevant Member State; or (ii) such investor has received the Prospectus on the basis of an enquiry made at the investor's own initiative and it is a person to whom the Ordinary Shares may lawfully be offered under the AIFM Directive or under the applicable implementing legislation (if any) of that Relevant Member State.

Notwithstanding that the AIFM may have confirmed that it is able to market Ordinary Shares to professional investors in a Relevant Member State, the Ordinary Shares may not be marketed to retail investors (as this term is understood in the AIFM Directive as transposed in the Relevant Member State) in that Relevant Member State unless the Ordinary Shares have been qualified for marketing to retail investors in that Relevant Member State in accordance with applicable local laws. As at the date of this Securities Note, the Ordinary Shares are not eligible to be marketed to retail investors in any Relevant Member State. Accordingly, the Ordinary Shares may not be offered, sold or delivered and neither the Prospectus nor any other offering materials relating to the Ordinary Shares may be distributed or made available to retail investors in a Relevant Member State.

#### **FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN GUERNSEY**

Neither the Guernsey Financial Services Commission (the “**GFSC**”) nor the States of Guernsey take any responsibility for the financial soundness of the Company or for the correctness of any of the statements made or opinions expressed with regard to it in the Prospectus.

Ordinary Shares in the Company may only be offered or sold in or from within the Bailiwick of Guernsey, and the Prospectus may only be distributed or circulated directly or indirectly in or from within the Bailiwick of Guernsey, either:

- (a) by persons licensed to do so by the GFSC under the Protection of Investors (Bailiwick of Guernsey) Law, 2020 (the “**POI Law**”); or
- (b) by non-Guernsey bodies who: (A) carry on such promotion in a manner in which they are permitted to carry on promotion in or from within, and under the law of certain designated countries or territories which, in the opinion of the GFSC, afford adequate protection to investors; and (B) meet the criteria specified in section 44(c) of the POI Law;
- (c) to persons licensed under the POI Law, the Banking Supervision (Bailiwick of Guernsey) Law, 2020, the Insurance Business (Bailiwick of Guernsey) Law, 2002 or the Regulation of Fiduciaries, Administration Business and Company Directors etc. (Bailiwick of Guernsey) Law, 2020, the Financial Services Commission (Bailiwick of Guernsey) Law, 1987, the Registration of Non-regulated Financial Services Businesses (Bailiwick of Guernsey) Law, 2008, the Prescribed Businesses (Bailiwick of Guernsey) Law, 2008, the Financial Services Business (Enforcements Powers) (Bailiwick of Guernsey) Law, 2020 by non-Guernsey bodies who: (A) carry on such promotion in a manner in which they are permitted to carry on promotion in or from within, and under the law of certain designated jurisdictions which, in the opinion of GFSC, afford adequate protection to investors; and (B) meet the criteria specified in section 44(d) of the POI Law; or
- (d) as otherwise permitted by the GFSC.

Ordinary Shares in the Company are not available to be offered or sold under the Prospectus and the Prospectus is not available in or from within the Bailiwick of Guernsey other than in accordance with paragraphs (a) to (d) above and the Prospectus must not be relied upon by any person unless made or received in accordance with such paragraphs.

#### **FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN JERSEY**

The offer that is the subject of this Securities Note may only be made in Jersey where the offer is valid in the United Kingdom or Guernsey and is circulated in Jersey only to persons similar to those to whom, and in a manner similar to that in which, it is for the time being circulated in the United Kingdom or Guernsey as the case may be. Consent under the Control of Borrowing (Jersey) Order 1958 has not been obtained for the circulation of this offer and it must be distinctly understood that the Jersey Financial Services Commission does not accept any responsibility for the financial soundness of or any representations made in connection with the Company. By accepting this offer each prospective investor in Jersey represents and warrants that he or she is in possession of

sufficient information to be able to make a reasonable evaluation of the offer. An investment in the Company is only suitable for sophisticated investors who understand the risks involved in acquiring such an investment. Neither the Company nor the activities of any functionary with regard to the Company are subject to all the provisions of the Financial Services (Jersey) Law 1998.

#### **FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN THE ISLE OF MAN**

The Initial Issue and the Share Issuance Programme are available, and are and may be made, in or from within the Isle of Man and the Prospectus is being provided in or from within the Isle of Man only:

- (a) by persons licensed to do so under the Isle of Man Financial Services Act 2008; or
- (b) in accordance with any relevant exclusion contained within the Isle of Man Regulated Activities Order 2011 (as amended) or exemption contained in the Isle of Man Financial Services (Exemptions) Regulations 2011 (as amended).

The Initial Issue and the Share Issuance Programme referred to in this Securities Note and the Prospectus are not available in or from within the Isle of Man other than in accordance with paragraphs (a) and (b) above and must not be relied upon by any person unless made or received in accordance with such paragraphs.

#### **FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN THE NETHERLANDS**

In the Netherlands, the Prospectus is only provided to parties which qualify as qualified investors (*gekwalificeerde beleggers*) within the meaning of section 1:1 of the Dutch Act on the Financial Supervision (*Wet op het financieel toezicht*).

#### **FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN THE REPUBLIC OF IRELAND**

Unless stated otherwise herein, in the Republic of Ireland, Ordinary Shares can only be marketed to those investors that are considered to be a professional client within the meaning of the European Communities (Markets in Financial Instruments) Regulations, 2017, as amended (“**MiFIR**”) (hereinafter “**eligible investors**”).

The Company has been notified to the Central Bank of Ireland (the “**Central Bank**”) for offer or distribution under Regulation 43 of the European Union (Alternative Investment Fund Managers) Regulations 2013 (S.I. no 257 of 2013) (as amended) (the “**Regulations**”), meaning it may be marketed in the Republic of Ireland to prospective eligible investors domiciled or with a registered office in the Republic of Ireland. The Ordinary Shares will not be offered, sold, placed or underwritten in the Republic of Ireland pursuant to the Initial Issue or the Share Issuance Programme (a) except in circumstances which do not require the publication of a prospectus pursuant to the European Union (Prospectus) Regulations 2019 (S.I. No. D/2019)), as amended and any rules issued by the Central Bank pursuant thereto; (b) otherwise than in compliance with the provisions of the Irish Companies Act 2014, as amended; (c) otherwise than in compliance with the provisions of MiFIR, and the Joint Bookrunners and any introducer appointed by the Company will conduct themselves in accordance with any codes or rules of conduct and any conditions or requirements, or any other enactment, imposed or approved by the Central Bank and with respect to anything done by them in relation to the Company; (d) otherwise than in accordance with the AIFM Directive, Commission Delegated Regulation (EU) 231/2013 and any rules issued by the Central Bank pursuant thereto.

The Prospectus and the information contained herein is confidential and has been prepared and is intended for use on a confidential basis solely by those eligible investors in the Republic of Ireland to whom it is sent. The Prospectus may not be reproduced, redistributed or passed on to any other person in the Republic of Ireland or published in whole or in part for any purpose. No person receiving a copy of the Prospectus, other than the addressee, may treat it as constituting an invitation or a solicitation to them to subscribe for or purchase Ordinary Shares in the Company. Any and all offers made by or contained in the Prospectus to eligible investors in the Republic of Ireland will be restricted to an offer of securities which is an excluded offer within the meaning of the EU Prospectus Regulation. The Prospectus does not constitute a “Prospectus” under any Irish law or regulations and has not been authorised by the Central Bank or any stock exchange in the Republic of Ireland. The Company is not supervised by the Central Bank and is not otherwise supervised or authorised in the Republic of Ireland. If any advice is given to residents of the

Republic of Ireland in relation to any offer made by or contained in the Prospectus by any intermediary, such intermediary should be authorised or exempted under MiFIR. Nothing in the Prospectus implies any representation, recommendation or advice (including investment advice under EU MiFID II) of any kind by the Company, the AIFM, the Investment Manager, Singer or Winterflood their management, employees or affiliates with respect to its contents.

#### **FOR THE ATTENTION OF PROSPECTIVE INVESTORS IN OTHER JURISDICTIONS**

The distribution of the Prospectus and offering of Ordinary Shares in jurisdictions other than the UK, the Channel Islands and the Isle of Man may be restricted by law and therefore persons into whose possession the Prospectus comes should inform themselves about and observe any such restrictions.

#### **DISTRIBUTION TO RETAIL INVESTORS AND UK MiFID II**

The Company conducts and intends to continue to conduct its affairs so that the Ordinary Shares can be recommended by financial advisers to retail investors in the United Kingdom in accordance with the FCA's rules in relation to non-mainstream pooled investment products. The Company's Ordinary Shares are excluded from the FCA's restrictions which apply to non-mainstream pooled investment products because they are shares in an investment trust.

The Company conducts and intends to continue to conduct its affairs so that the Ordinary Shares can be recommended by financial advisers to retail investors in the United Kingdom in accordance with the rules on the distribution of financial instruments under UK MiFID II. The Directors consider that the requirements of Article 57 of the UK MiFID II Delegated Regulation are met in relation to the Company's Ordinary Shares and that, accordingly, the Ordinary Shares should be considered "non-complex" for the purposes of UK MiFID II.

#### **ELIGIBILITY FOR INVESTMENT BY UCITS OR NURS**

The Company has been advised that the Ordinary Shares should be "transferable securities" and, therefore, should be eligible for investment by UCITS or NURS on the basis that: (i) the Company is a closed-ended investment company incorporated in England and Wales as a public limited company; (ii) the Ordinary Shares are to be admitted to trading on the main market of the London Stock Exchange; and (iii) the AIFM and the Investment Manager are authorised and regulated by the FCA and, as such, each is subject the rules of the FCA in the conduct of its investment business. The manager of a UCITS or NURS should, however, satisfy itself that the Ordinary Shares are eligible for investment by that fund, including a consideration of the factors relating to that UCITS or NURS itself, specified in the rules of the FCA.

#### **INFORMATION TO DISTRIBUTORS**

Solely for the purposes of the product governance requirements contained within: (a) Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU ("**EU MiFID**") and Regulation (EU) No 600/2014 of the European Parliament and the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) Management Engagement Committee No 648/2012 (together with EU MiFID, "**EU MiFID II**"), as amended from time to time; (b) the UK's implementation of EU MiFID II, as amended ("**UK MiFID II**"); (c) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing EU MiFID II; and (d) the UK's implementation of Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing UK MiFID II, and in particular Chapter 3 of the Product Intervention and Product Governance Sourcebook of the FCA (together, the "**MiFID II Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Ordinary Shares have been subject to a product approval process, which has determined that such securities are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in EU MiFID II or UK MiFID II (as applicable); and (ii) eligible for distribution through all distribution channels as are permitted by EU MiFID II or UK MiFID II (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, distributors (such term to have the same meaning as in the MiFID II Product Governance Requirements) should note that: the price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income or capital protection; and an investment in the Ordinary Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Initial Issue and/or the Share Issuance Programme. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Bookrunners will only procure investors (pursuant to the Initial Placing and/or any Subsequent Placing) who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of EU MiFID II or UK MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Ordinary Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Ordinary Shares and determining appropriate distribution channels.

### **KEY INFORMATION DOCUMENT**

In accordance with the UK PRIIPs Regulation, a Key Information Document prepared by the Investment Manager in relation to the Ordinary Shares is available on the Company's website: [www.doretrust.com](http://www.doretrust.com). It is the responsibility of each distributor of Ordinary Shares to ensure that its "retail clients" are provided with a copy of the Key Information Document.

The Investment Manager is the only manufacturer of the Ordinary Shares for the purposes of the UK PRIIPs Regulation and none of the Company, the AIFM, Singer or Winterflood is a manufacturer for these purposes. None of the Company, the AIFM, Singer or Winterflood makes any representations, express or implied, or accepts any responsibility whatsoever for the contents of the Key Information Document prepared by the Investment Manager in relation to the Ordinary Shares or any other Key Information Document in relation to the Ordinary Shares prepared by the Investment Manager in the future nor accepts any responsibility to update the contents of any Key Information Document in accordance with the UK PRIIPs Regulation, to undertake any review processes in relation thereto or to provide such Key Information Document to future distributors of Ordinary Shares. Each of the Company, the AIFM, Singer, Winterflood and their respective affiliates accordingly disclaim all and any liability whether arising in tort or contract or otherwise which it or they might have in respect of any Key Information Document prepared by the Investment Manager from time to time. Prospective investors should note that the procedure for calculating the risks, costs and potential returns in the KID are prescribed by laws. The figures in the KID may not reflect actual returns for the Ordinary Shares and anticipated performance returns cannot be guaranteed.

### **DATA PROTECTION**

The information that a prospective investor in the Company provides in documents in relation to a subscription for Ordinary Shares or subsequently by whatever means which relates to the prospective investor (if it is an individual) or a third party individual ("**personal data**") will be held and processed by the Company (and any third party to whom it may delegate certain administrative functions in relation to the Company) in compliance with: (a) the EU General Data Protection Regulation 2016/679 ("**EU GDPR**") and/or the EU GDPR as it forms part of the domestic law of the United Kingdom by virtue of the EUWA ("**UK GDPR**") and the UK Data Protection Act 2018 (as amended from time to time) (the "**Data Protection Legislation**"); (b) any other laws, regulations and secondary legislation enacted from time to time in the UK relating to data protection, the use of information relating to individuals, the information rights of individuals and/or the processing of personal data; (c) regulatory requirements in Guernsey, Jersey, the Isle of Man and/or the EEA, as appropriate and (d) the Company's privacy notice, a copy of which is available for consultation on the Company's website at [www.doretrust.com/privacy-and-cookie-policy](http://www.doretrust.com/privacy-and-cookie-policy) ("**Privacy Notice**") (and if applicable any other third party delegate's privacy notice).

Without limitation to the foregoing, each prospective investor acknowledges that it has been informed that such information will be held and processed by the Company (or any third party, functionary, or agent appointed by the Company, which may include, without limitation, the Registrar) in accordance with and for the purposes set out in the Company's Privacy Notice which include:

- (a) verifying the identity of the prospective investor to comply with statutory and regulatory requirements in relation to anti-money laundering procedures;
- (b) carrying out the business of the Company and the administering of interests in the Company; and
- (c) meeting the legal, regulatory, reporting and/or financial obligations of the Company in the United Kingdom or elsewhere or any third party functionary or agent appointed by the Company.

Where necessary to fulfil the purposes set out above and in the Company's Privacy Notice, the Company (or any third party, functionary, or agent appointed by the Company, which may include, without limitation, the Registrar) will:

- (a) disclose personal data to third party service providers, affiliates, agents or functionaries appointed by the Company or its agents to operate and administer the Company; and
- (b) transfer personal data outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being transferred) to countries or territories which do not offer the same level of protection for the rights and freedoms of prospective investors in the United Kingdom or the EEA (as applicable).

The foregoing processing of personal data is required in order to perform the contract with the prospective investor, to comply with the legal and regulatory obligations of the Company or otherwise is necessary for the legitimate interests of the Company.

If the Company (or any third party, functionary or agent appointed by the Company, which may include, without limitation, the Registrar) discloses personal data to such a third party, agent or functionary and/or makes such a transfer of personal data it will use reasonable endeavours to ensure that such transfer is in accordance with applicable Data Protection Legislation.

When the Company, or its permitted third parties, transfers personal information outside the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being transferred), it will ensure that the transfer is subject to appropriate safeguards in accordance with applicable Data Protection Legislation.

Prospective investors are responsible for informing any third party individual to whom the personal data relates of the disclosure and use of such data in accordance with these provisions.

Individuals have certain rights in relation to their personal data; such rights and the manner in which they can be exercised are set out in the Company's Privacy Notice.

## **CURRENCY PRESENTATION**

Unless otherwise indicated, all references in this Securities Note to "£", "pence" or "GBP" are to the lawful currency of the UK and all references in this Securities Note to "Euro" or "€" are to the lawful currency of the EU.

## **DEFINITIONS**

A list of defined terms used in this Securities Note is set out at pages 114 to 122.

## **WEBSITES**

Without limitation, neither the contents of the Company's, the AIFM's or the Investment Manager's website (or any other website) nor the content of any website accessible from hyperlinks on the Company's, the AIFM's or the Investment Manager's website (or any other website) is incorporated into, or forms part of this Securities Note, or has been approved by the FCA.

## **GOVERNING LAW**

Unless otherwise stated, statements made in this Securities Note are based on the law and practice currently in force in England and Wales.

## **FORWARD LOOKING STATEMENTS**

The Prospectus contains forward looking statements, including, without limitation, statements containing the words “believes”, “estimates”, “anticipates”, “expects”, “intends”, “may”, “might”, “will” or “should” or, in each case, their negative or other variations or similar expressions. Such forward looking statements involve unknown risks, uncertainties and other factors which may cause the actual results, financial condition, performance or achievement of the Company, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward looking statements.

Given these uncertainties, prospective investors are cautioned not to place any undue reliance on such forward looking statements. These forward looking statements speak only as at the date of this Securities Note. Subject to its legal and regulatory obligations (including under the Prospectus Regulation Rules), the Company expressly disclaims any obligations to update or revise any forward looking statement contained herein to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based unless required to do so by law or any appropriate regulatory authority, including FSMA, the Listing Rules, the UK Prospectus Regulation, the Prospectus Regulation Rules, the Disclosure Guidance and Transparency Rules and the UK MAR.

Nothing in the preceding paragraphs should be taken as limiting the working capital statement in paragraph 5 of Part 7 of this Securities Note.

## EXPECTED TIMETABLE

2022

### Initial Issue

Record Date for entitlements under the Open Offer	close of business on 1 June 2022
Initial Issue opens, posting to Shareholders of the Circular, the Prospectus and Open Offer Application Form	7 June 2022
Ex entitlement date for the Open Offer	8.00 a.m. on 7 June 2022
Open Offer Entitlements and Excess CREST Open Offer Entitlements enabled in CREST and credited to stock accounts of Qualifying CREST Shareholders	as soon as possible on 8 June 2022
Recommended latest time and date for requesting withdrawal of Open Offer Entitlements and Excess CREST Open Offer Entitlements from CREST	4.30 p.m. on 15 June 2022
Recommended latest time and date for depositing Open Offer Entitlements and Excess CREST Open Offer Entitlements into CREST	3.00 p.m. on 16 June 2022
Recommended latest time and date for splitting Open Offer Application Forms (to satisfy <i>bona fide</i> market claims only)	3.00 p.m. on 17 June 2022
Latest time and date for receipt of completed Open Offer Application Forms and payment in full under the Open Offer or settlement of relevant CREST instructions	11.00 a.m. on 21 June 2022
Latest time and date for receipt of proxy appointments	12 noon on 21 June 2022
Latest time and date for receipt of completed applications from the Intermediaries in respect of the Initial Intermediaries Offer	1.00 p.m. on 21 June 2022
Latest time and date for receipt of completed Application Forms in respect of the Initial Offer for Subscription and, if applicable, Tax Residency Self-Certification Forms, and payment in full under the Initial Offer for Subscription	1.00 p.m. on 22 June 2022
Latest time and date for commitments under the Initial Placing	1.00 p.m. on 22 June 2022
General Meeting	12 noon on 23 June 2022
Announcement of the results of the General Meeting through an RIS	23 June 2022
Announcement of the results of the Initial Issue	24 June 2022
Initial Admission and dealings in the Ordinary Shares issued pursuant to the Initial Issue commence	8.00 a.m. on 27 June 2022
Crediting of CREST stock accounts in respect of the Ordinary Shares issued pursuant to the Initial Issue	as soon as practicable after 8.00 a.m. on 27 June 2022
Where applicable, definitive share certificates despatched by post in respect of the Ordinary Shares issued pursuant to the Initial Issue*	week commencing 4 July 2022 (or as soon as possible thereafter)

\* *Underlying Applicants who apply to Intermediaries for Ordinary Shares under the Initial Intermediaries Offer will not receive share certificates.*

*The dates and times specified are subject to change subject to agreement between the Company and Joint Bookrunners. All references to times in this Securities Note are to London time unless otherwise stated. Any changes to the expected timetable will be notified by the Company via a Regulatory Information Service.*

## Subsequent Issues under the Share Issuance Programme

Subsequent Issues under the Share Issuance Programme	between 28 June 2022 and 6 June 2023
Publication of Share Issuance Programme Price or the methodology for determining the Share Issuance Programme Price in respect of each Subsequent Issue	as soon as practicable in advance of the relevant Subsequent Issue
Latest time and date for receipt of completed Application Forms under each Subsequent Issue undertaken by way of a Subsequent Offer for Subscription and payment in full under the Subsequent Offer for Subscription and settlement of relevant CREST instructions (as appropriate)	1.00 p.m. on the third Business Day before the closing of the relevant Subsequent Issue
Latest time and date for receipt of completed applications from Intermediaries in respect of any Subsequent Intermediaries Offer	1.00 p.m. on the third Business Day before the closing of relevant Subsequent Issue
Admission and crediting of CREST accounts in respect of each Subsequent Issue	as soon as practicable following the allotment of shares pursuant to a Subsequent Issue
Definitive share certificates in respect of the Ordinary Shares issued pursuant to each Subsequent Issue despatched by post*	approximately one week following Admission of any Ordinary Shares allotted pursuant to a Subsequent Issue
Last date for Ordinary Shares to be issued pursuant to the Share Issuance Programme	6 June 2023

*Any changes to the expected timetable will be notified by the Company through a Regulatory Information Service.*

\* Underlying Applicants who apply to Intermediaries for Ordinary Shares under any Subsequent Intermediaries Offer will not receive share certificates.

## INITIAL ISSUE AND SHARE ISSUANCE PROGRAMME STATISTICS

### Initial Issue Statistics

Initial Issue Price*	111 pence per Ordinary Share
Number of Existing Ordinary Shares in issue as at the Latest Practicable Date	137,008,487
Target number of Ordinary Shares to be issued pursuant to the Initial Issue	45,669,495
Enlarged Share Capital immediately following the Initial Issue**	182,677,982
Ordinary Shares issued pursuant to the Initial Issue as a percentage of the Enlarged Share Capital following the Initial Issue**	25%
Target Initial Issue Gross Proceeds**	approximately £50 million

\* *The Initial Issue Price is calculated by reference to the NAV per Ordinary Share as at 31 March 2022 (unaudited) of 110.1 pence, reduced by the dividend of 1.25 pence per Ordinary Share announced on 11 May 2022, in respect of the quarter ended 31 March 2022 and increased by an amount, assuming the Initial Issue is subscribed as to 45,669,495 Ordinary Shares sufficient to cover at least the costs and expenses of the Initial Issue.*

\*\* *Assuming that the Initial Issue is subscribed as to 45,669,495 Ordinary Shares, the gross proceeds would be £50,693,139. The number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the gross proceeds of the Initial Issue, is not known as at the date of this Securities Note but will be notified by the Company via a Regulatory Information Service prior to Initial Admission. The Directors have reserved the right, in consultation with the Joint Bookrunners and the Investment Manager, to increase the size of the Initial Issue to a maximum of 250 million Ordinary Shares if overall demand exceeds 45,669,495 Ordinary Shares by reallocating Ordinary Shares available under the Share Issuance Programme to increase the size of the Initial Issue, with any such increase being announced through a Regulatory Information Service.*

### Share Issuance Programme Statistics

Maximum size of the Share Issuance Programme	250 million Ordinary Shares (less the number of Ordinary Shares issued pursuant to the Initial Issue)
Share Issuance Programme Price	not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium sufficient to cover at least the costs and expenses of such issue

## DEALING CODES

The dealing codes for the Ordinary Shares the Open Offer Entitlements and the Excess CREST Open Offer Entitlements will be as follows:

Open Offer Entitlement ISIN	GB00BPX2X864
Open Offer Entitlement SEDOL	BPX2X86
Excess CREST Open Offer Entitlement ISIN	GB00BPX2X971
Excess CREST Open Offer Entitlement SEDOL	BPX2X97
Ordinary Share ISIN	GB00BLF7PP25
Ordinary Share SEDOL	BLF7PP2
Ticker	DORE
LEI	2138004JHBJ7RHDYDR62

## DIRECTORS, MANAGEMENT AND ADVISERS

**Directors (*all non-executive*)**

Hugh W M Little (*Chair*)  
Joanna de Montgros  
Ashley Paxton

all of the registered office below:

**Registered Office**

Beaufort House  
51 New North Road  
Exeter  
EX4 4EP

**AIFM and Administrator**

Gallium Fund Solutions Limited  
Gallium House  
Unit 2  
Station Court  
Borough Green  
Sevenoaks  
Kent  
TN15 8AD

**Investment Manager**

Downing LLP  
6th Floor  
St Magnus House  
3 Lower Thames Street  
London  
EC3R 6HD

**Sponsor, Financial Adviser and Intermediaries Offer Adviser**

Singer Capital Markets Advisory LLP  
One Bartholomew Lane  
London  
EC2N 2AX

**Joint Bookrunner**

Singer Capital Markets Securities Limited  
One Bartholomew Lane  
London  
EC2N 2AX

**Joint Bookrunner**

Winterflood Securities Limited  
Cannon Bridge House  
25 Dowgate Hill  
London  
EC4R 2GA

**Company Secretary**

Link Company Matters Limited  
Beaufort House  
51 New North Road  
Exeter  
EX4 4EP

**Solicitors to the Company**

Gowling WLG (UK) LLP  
4 More London Riverside  
London  
SE1 2AU

**Solicitors to the Sponsor, Financial Adviser, Intermediaries Offer Adviser and Joint Bookrunners**

Norton Rose Fulbright LLP  
3 More London Riverside  
London  
SE1 2AQ

<b>Registrar</b>	Link Group 10th Floor, Central Square 29 Wellington Street Leeds LS1 4DL
<b>Receiving Agent</b>	Link Group Corporate Actions 10th Floor, Central Square 29 Wellington Street Leeds LS1 4DL
<b>Depositary</b>	Gallium P E Depositary Limited Gallium House Unit 2 Station Court Borough Green Sevenoaks Kent TN15 8AD
<b>Reporting Accountant</b>	BDO LLP 55 Baker Street London W1U 7EU
<b>Auditor</b>	BDO LLP 55 Baker Street London W1U 7EU

# PART 1

## THE INITIAL ISSUE

### 1 INTRODUCTION

The Company is targeting a fundraise of approximately £50 million (gross) through the issue of 45,669,495 Ordinary Shares pursuant to the Initial Issue comprising the Initial Placing, the Open Offer, the Initial Offer for Subscription and the Initial Intermediaries Offer at a price of 111 pence per Ordinary Share. Assuming that 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue, the costs and expenses of the Initial Issue are expected to be approximately £973,000 (being approximately 1.9% of the Initial Issue Gross Proceeds) and the net proceeds of the Initial Issue are expected to be approximately £49 million. In addition to the costs and expenses of the Initial Issue, the Company has incurred further costs and expenses that are allocable to the Share Issuance Programme. As at the date of this Securities Note, these amount to approximately £450,000.

The Directors have reserved the right, in consultation with the Joint Bookrunners and the Investment Manager, to increase the size of the Initial Issue to a maximum of 250 million Ordinary Shares if overall demand exceeds 45,669,495 Ordinary Shares by reallocating Ordinary Shares available under the Share Issuance Programme to increase the size of the Initial Issue, with any such increase being announced through a Regulatory Information Service. In this Securities Note, the Initial Placing, the Open Offer, the Initial Offer for Subscription and the Initial Intermediaries Offer are together referred to as the Initial Issue.

The total number of Ordinary Shares to be issued pursuant to the Initial Issue, and therefore the Initial Issue Proceeds, is not known as at the date of this Securities Note but will be notified by the Company via a Regulatory Information Service announcement and the Company's website prior to Initial Admission. The Initial Issue is not being underwritten. The maximum size of the Initial Issue should not be taken as an indication of the number of Ordinary Shares to be issued pursuant to the Initial Issue.

The Ordinary Shares to be issued pursuant to the Initial Issue will, following Initial Admission, rank *pari passu* in all respects with the Existing Ordinary Shares and will carry the right to receive all dividends and distributions declared, made or paid on or in respect of the Ordinary Shares by reference to a record date after Initial Admission. The Existing Ordinary Shares are already admitted to trading on the premium segment of the London Stock Exchange's main market and to the premium list of the Official List.

The Company declared an interim dividend of 1.25 pence per Ordinary Share on 11 May 2022 (in respect of the period from 1 January 2022 to 31 March 2022) payable on 30 June 2022 to Shareholders on the Register at 27 May 2022 (the "**Q1 Dividend**"). The Q1 Dividend has a record date prior to the issue of the Ordinary Shares pursuant to the Initial Issue. Accordingly, holders of Ordinary Shares issued pursuant to the Initial Issue will not be entitled to receive the Q1 Dividend in respect of those Ordinary Shares.

The Open Offer provides an opportunity for Qualifying Shareholders to participate in the fundraising by subscribing for their respective Open Offer Entitlements. If the Initial Issue proceeds, valid applications under the Open Offer will be satisfied in full up to applicants' Open Offer Entitlements. Any Ordinary Shares not taken up under the Open Offer will be made available under the Excess Application Facility, the Initial Placing, the Initial Offer for Subscription and the Initial Intermediaries Offer. Qualifying Shareholders who wish to subscribe for more Ordinary Shares than their Open Offer Entitlement could therefore make an application under the Excess Application Facility, the Initial Offer for Subscription, the Initial Intermediaries Offer or, if appropriate, the Initial Placing. There will be no priority given to applications under the Initial Placing, the Initial Offer for Subscription, the Initial Intermediaries Offer or the Excess Application Facility pursuant to the Initial Issue.

New investors will, if eligible, be able to apply for Ordinary Shares pursuant to the Initial Offer for Subscription, the Initial Intermediaries Offer or, if appropriate, the Initial Placing.

The costs and expenses of, or incidental to, the Initial Issue will be paid by the Company out of the Initial Issue Gross Proceeds. There are no commissions, fees or expenses to be charged to investors by the Company. All expenses incurred by any Intermediary in relation to the Initial Intermediaries Offer are for its own account. Investors should confirm separately with any

Intermediary whether there are any commissions, fees or expenses that will be applied by such Intermediary in connection with any application made through that Intermediary pursuant to the Initial Intermediaries Offer.

Applications will be made for the Ordinary Shares to be issued pursuant to the Initial Issue to be admitted to listing on the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market. It is expected that Initial Admission will become effective and dealings in the Ordinary Shares will commence at 8.00 a.m. on 27 June 2022.

## 2 REASONS FOR THE INITIAL ISSUE AND USE OF PROCEEDS

The Investment Manager continues to see a pipeline of attractive Assets which are consistent with the Company's investment objective and investment policy. To take advantage of these opportunities, and in light of ongoing demand for the Ordinary Shares, the Board announced on 5 May 2022 that it was considering an issue of Ordinary Shares.

The Board believes that the Initial Issue will have the following benefits for the Company:

- (a) the Pipeline Assets identified by the Investment Manager, to the extent acquired, are expected to further diversify the Company's portfolio of Assets in terms of individual Assets, geography and Technology;
- (b) to enable the repayment of the Revolving Credit Facility, since it is not in the Company's investment strategy to have long term Company-level debt, replenishing the capacity under the Revolving Credit Facility to fund further acquisition opportunities;
- (c) the Initial Issue is expected to broaden the Company's investor base and enhance the size and liquidity of the Company's share capital;
- (d) growing the Company through the Initial Issue will spread the fixed operating costs over a larger capital base, thereby reducing the Company's ongoing charges ratio; and
- (e) facilitating the issuance of new Ordinary Shares at a premium to NAV which should ensure there is no NAV dilution for existing Shareholders.

The Directors intend to use the net proceeds of the Initial Issue to repay outstanding monies which have been drawn down under the Revolving Credit Facility. Any net proceeds in excess of the amount drawn down under the Revolving Credit Facility on Initial Admission shall be deployed to purchase investments which are consistent with the Company's investment objective and investment policy.

As at the date of this Securities Note, the Investment Manager has identified a number of Assets with an aggregate equity value in excess of £4 billion across five countries and six Technologies which the Investment Manager considers would meet the Company's investment policy and therefore would potentially be suitable for acquisition by the Company (the "**Pipeline Assets**"). The Investment Manager is in bilateral and/or exclusive discussions in relation to near-term Pipeline Assets with a total equity value in excess of £200 million.

## 3 THE INITIAL ISSUE

### **Overview**

Ordinary Shares will be issued pursuant to the Initial Issue at an Initial Issue Price of 111 pence per Ordinary Share. The Initial Issue comprises the Initial Placing, the Open Offer, the Initial Offer for Subscription and the Initial Intermediaries Offer.

The Initial Issue is conditional, *inter alia*, on: (i) the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 23 June 2022; (ii) Initial Admission having become effective on or before 8.00 a.m. on 27 June 2022 or such later time and/or date as the Company and the Joint Bookrunners may agree (being not later than 8.00 a.m. on 31 July 2022); and (iii) the Share Issuance Agreement becoming wholly unconditional in respect of the Initial Issue (save as to Initial Admission) and not having been terminated in accordance with its terms at any time prior to Initial Admission.

If any such conditions are not satisfied the Initial Issue will not proceed, any monies received under the Initial Issue will be returned without interest at the risk of the applicant to the applicant from

whom the money was received, within 14 calendar days, and any Open Offer Entitlements or Excess CREST Open Offer Entitlements admitted to CREST will thereafter be disabled.

### ***The Initial Placing***

Each of the Joint Bookrunners has agreed to use its respective reasonable endeavours to procure subscribers pursuant to the Initial Placing and the Investment Manager has agreed to use its reasonable endeavours to market the Initial Placing and introduce potential investors, each on the terms and subject to the conditions set out in the Share Issuance Agreement. The Ordinary Shares are being made available under the Initial Placing at the Initial Issue Price.

The terms and conditions which shall apply to any subscription for Ordinary Shares procured by the Joint Bookrunners are set out in Part 3 of this Securities Note. The latest time and date for receipt of commitments under the Initial Placing is 1.00 p.m. on 22 June 2022 (or such later date, not being later than 31 July 2022, as the Company and the Joint Bookrunners may agree). If the Initial Placing is extended, the revised timetable will be notified via a Regulatory Information Service announcement.

Each Placee agrees to be bound by the Articles once the Ordinary Shares that the Placee has agreed to subscribe for pursuant to the Initial Placing have been acquired by the Placee. The contract to subscribe for the Ordinary Shares under the Initial Placing and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of Singer, Winterflood, the Company, the AIFM, the Investment Manager and the Registrar, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the Placee in any other jurisdiction.

Commitments under the Initial Placing, once made, may not be withdrawn without the consent of the Directors.

### ***The Open Offer***

Qualifying Shareholders are being offered the opportunity, under the Open Offer, to apply for up to 1 Ordinary Share at the Initial Issue Price for every 3 Existing Ordinary Shares held and registered in their name as at the Record Date. The Ordinary Shares issued to Qualifying Shareholders under the Open Offer are not subject to scaling back.

Any Ordinary Shares not taken up pursuant to the Open Offer will be made available under the Excess Application Facility, the Initial Placing, the Initial Offer for Subscription and the Initial Intermediaries Offer. There will be no priority given to applications under the Initial Placing, the Initial Offer for Subscription, the Initial Intermediaries Offer or the Excess Application Facility pursuant to the Initial Issue.

If you have sold or otherwise transferred all of your Existing Ordinary Shares before the entitlement date, you are not entitled to participate in the Open Offer.

Open Offer Entitlements will be rounded down to the nearest whole number and any fractional entitlements to new Ordinary Shares will be disregarded in calculating Open Offer Entitlements. Fractions will be aggregated and made available to Qualifying Shareholders under the Excess Application Facility.

Qualifying Shareholders may apply to acquire less than their Open Offer Entitlement should they so wish. In addition, Qualifying Shareholders who take up all of their Open Offer Entitlements may also apply under the Excess Application Facility for additional Ordinary Shares in excess of their Open Offer Entitlement. The Excess Application Facility will comprise such number of Ordinary Shares as may be allocated to the Excess Application Facility as determined by the Company (following consultation with the Joint Bookrunners) that have not yet been allocated to Qualifying Shareholders pursuant to their Open Offer Entitlements. Please refer to the terms and conditions for further details of the Excess Application Facility in Part 4 of this Securities Note.

Qualifying non-CREST Shareholder will have their Open Offer Entitlements shown on their Open Offer Application Form. Qualifying non-CREST Shareholders who wish to apply to subscribe for

more than their Open Offer Entitlement should complete the relevant sections on their Open Offer Application Form.

Qualifying CREST Shareholders will have their Open Offer Entitlements and Excess CREST Open Offer Entitlements credited to their stock accounts in CREST and should refer to the CREST Manual for further information on the relevant CREST procedures, including information on how to apply for Excess New Shares pursuant to the Excess Application Facility.

Excess applications may be allocated in such manner as the Company may determine (following consultation with the Joint Bookrunners) and no assurance can be given that applications by Qualifying Shareholders under the Excess Application Facility will be met in full or in part or at all.

Application has been made for the Open Offer Entitlements and Excess CREST Open Offer Entitlements to be admitted to CREST. It is expected that the Open Offer Entitlements and Excess CREST Open Offer Entitlements will be admitted to CREST at 8.00 a.m. on 8 June 2022. The Open Offer Entitlements and Excess CREST Open Offer Entitlements will also be enabled for settlement in CREST at 8.00 a.m. on 8 June 2022. Applications through means of the CREST system may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim.

The Open Offer is not being made to Shareholders in the United States or any other Excluded Territories except pursuant to an applicable exemption. Accordingly, Open Offer Application Forms are not (subject to certain exceptions) being sent to, and Open Offer Entitlements are not being credited to, Overseas Shareholders except where the Company is satisfied that such action would not result in the contravention of any registration or other legal requirement in any jurisdiction. Shareholders who have registered addresses outside the United Kingdom who are citizens or residents of countries other than the United Kingdom or who are holding Existing Ordinary Shares for the benefit of such persons (including, without limitation, nominees, custodians and trustees) or have a contractual or legal obligation to forward the Prospectus or the Open Offer Application Form to such persons, should refer to the section 'Overseas Shareholders' in Part 4 of this Securities Note, which sets out the restrictions applicable to such persons. If you are an Overseas Shareholder, it is important that you read that part of this Securities Note.

**Shareholders should note that the Open Offer is not a rights issue. Qualifying CREST Shareholders should note that, although the Open Offer Entitlements will be admitted to CREST and be enabled for settlement, applications in respect of entitlements under the Open Offer may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim raised by Euroclear's Claims Processing Unit. Qualifying non-CREST Shareholders should note that the Open Offer Application Form is not a negotiable document and cannot be traded. Qualifying Shareholders should be aware that in the Open Offer, unlike in a rights issue, any Ordinary Shares not applied for will not be sold in the market or placed for the benefit of Qualifying Shareholders who do not apply under the Open Offer, but may be placed with Placees pursuant to the Initial Placing or made available under the Initial Offer for Subscription, the Initial Intermediaries Offer and/or the Excess Application Facility, and the net proceeds will be retained, for the benefit of the Company.**

Further information on the Open Offer and the terms and conditions on which it is made, including the procedure for application and payment, is set out in Part 4 of this Securities Note and, where relevant, in the Open Offer Application Form.

For Qualifying non-CREST Shareholders, completed Open Offer Application Forms, accompanied by full payment in accordance with the instructions in Part 4 of this Securities Note, should be returned by post to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL so as to arrive as soon as possible and in any event so as to be received by no later than 11.00 a.m. on 21 June 2022. For Qualifying CREST Shareholders, the relevant CREST instructions must have settled, as explained in this Securities Note, by no later than 11.00 a.m. on 21 June 2022. Shareholders should consult an independent financial adviser if they are in doubt about the contents of this Securities Note or the action they should take.

### ***The Initial Offer for Subscription***

The Company is making an offer of Ordinary Shares pursuant to the Initial Offer for Subscription at the Initial Issue Price, subject to the terms and conditions of the Initial Offer for Subscription as set

out in Part 5 of this Securities Note. These terms and conditions and the Application Form set out at Appendix 1 to this Securities Note should be read carefully before an application is made. Investors should consult their independent financial adviser if they are in any doubt about the contents of the Prospectus or the acquisition of Ordinary Shares.

The Initial Offer for Subscription is being made in the UK, the Channel Islands and the Isle of Man only.

Applications under the Initial Offer for Subscription will be for Ordinary Shares at the Initial Issue Price. The aggregate subscription price is payable in full on application. Individual applications must be for a minimum subscription of 1,000 Ordinary Shares and thereafter in multiples of 1,000 Ordinary Shares or such lesser amount as the Company may determine (at its discretion). Multiple applications will not be accepted. Commitments under the Initial Offer for Subscription once made, may not be withdrawn without the consent of the Directors.

Completed Application Forms must be emailed to [OFSapplication@linkgroup.co.uk](mailto:OFSapplication@linkgroup.co.uk) only for applications where payment is via CHAPS payment or settlement via DVP in CREST ONLY so as to be received by no later than 1.00 p.m. on 22 June 2022.

Application Forms where payment is to be made by cheque should be accompanied by a cheque or banker's draft in Sterling and must be made payable to "**Link Market Services Ltd RE: DORE OFS 2022 A/C**" for the appropriate sum and should be returned to the Receiving Agent by post by no later than 1.00 p.m. on 22 June 2022.

For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 1.00 p.m. on 22 June 2022. Applicants should send payment to the relevant bank account as detailed on the Application Form. Applicants must ensure that they remit sufficient funds to cover any charges incurred by their bank.

The payment instruction relating to the electronic transfer must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, for example: MJ Smith 01234 567890. The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference nor where a payment has been received but without an accompanying Application Form.

The account name for any electronic payment should be in the name that is given on your Application Form and payments must relate solely to your application. It is recommended that such transfers are actioned within 24 hours of emailing your application and be received by no later than 1.00 p.m. on 22 June 2022.

In some cases, as determined by the amount of your investment, the Receiving Agent may need to ask you to submit additional documentation in order to verify your identity and/or the source of funds for the purpose of satisfying its anti-money laundering obligations. If additional documentation is required in relation to your application, the Receiving Agent will contact you to request the information needed. The Receiving Agent cannot rely on verification provided by any third party including financial intermediaries. Ordinary Shares cannot be allotted if the Receiving Agent has not received satisfactory evidence and/or the source of funds, and failure to provide such evidence may result in a delay in processing your application or your application being rejected.

Applicants choosing to settle via CREST, that is DvP, will need to match their instructions to the Receiving Agent's Participant Account RA06 by no later than 1.00 p.m. on 22 June 2022, allowing for the delivery and acceptance of Ordinary Shares to be made against payment of the Initial Issue Price per Ordinary Share through the CREST system upon the relevant settlement date, following the CREST matching criteria set out in the Application Form.

In addition to completing and returning the Application Form to the Receiving Agent, investors who are not existing Shareholders wishing to hold Ordinary Shares in certificated form will also need to complete and return a Tax Residency Self-Certification Form. The "Tax Residency Self-Certification Form (individuals)" form can be found at Appendix 2 of this Securities Note, further copies of this form and the relevant form for joint holdings or corporate entity holdings can be requested from Link Group on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be

recorded and randomly monitored for security and training purposes. The helpline cannot give any financial, legal or tax advice.

It is a condition of any application under the Initial Offer for Subscription that, where relevant, a completed version of the Tax Residency Self-Certification Form is provided with the Application Form before any application under the Initial Offer for Subscription can be accepted, with the exception of any investors that are paying for their subscription through CREST on a DvP basis, as no Tax Residency Self-Certification Form will be required for DvP CREST investors to accompany the duly completed Application Form. Where return of the completed Tax Residency Self-Certification Form is required, Application Forms that are returned without the completed Tax Residency Self-Certification Form (except for DvP CREST investors) will be referred to the Company after the Initial Offer for Subscription closes at 1.00 p.m. on 22 June 2022. It will then be the Company's decision if these Application Forms can be accepted under the Initial Offer for Subscription.

If the Initial Offer for Subscription is extended, the revised timetable will be notified via a Regulatory Information Service announcement.

### ***The Initial Intermediaries Offer***

Investors may also subscribe for Ordinary Shares at the Initial Issue Price pursuant to the Initial Intermediaries Offer. Only the Intermediaries' retail investor clients in the United Kingdom, the Channel Islands and the Isle of Man are eligible to participate in the Initial Intermediaries Offer. Investors may apply to any one of the Intermediaries to be accepted as their client in respect of the Initial Intermediaries Offer.

No Ordinary Shares allocated under the Initial Intermediaries Offer will be registered in the name of any person whose registered address is outside the United Kingdom, the Channel Islands or the Isle of Man. A minimum application of 1,000 Ordinary Shares per Underlying Applicant will apply. Allocations to Intermediaries will be determined solely by the Company (following consultation with the Joint Bookrunners and the Investment Manager).

An application for Ordinary Shares in the Initial Intermediaries Offer means that the Underlying Applicant agrees to acquire the Ordinary Shares applied for at the Initial Issue Price. Each Underlying Applicant must comply with the appropriate money laundering checks required by the relevant Intermediary and all other laws and regulations applicable to their agreement to subscribe for Ordinary Shares. Where an application is not accepted or there are insufficient Ordinary Shares available to satisfy an application in full, the relevant Intermediary will be obliged to refund the Underlying Applicant as required and all such refunds shall be made without interest. The Company, the AIFM, the Investment Manager, Singer and Winterflood accept no responsibility with respect to the obligation of the Intermediaries to refund monies in such circumstances.

Each Intermediary has agreed, or will on appointment agree, to the Intermediaries Terms and Conditions, which regulate, *inter alia*, the conduct of the Initial Intermediaries Offer on market standard terms and provide for the payment of a commission and/or fee (to the extent permissible by the rules of the FCA) to Intermediaries from the Intermediaries Offer Adviser acting on behalf of the Company if such Intermediary elects to receive a commission and/or fee. Pursuant to the Intermediaries Terms and Conditions, in making an application, each Intermediary will also be required to represent and warrant that they are not located in the United States and are not acting on behalf of anyone located in the United States.

In addition, the Intermediaries may prepare certain materials for distribution or may otherwise provide information or advice to retail investors in the United Kingdom, the Channel Islands or the Isle of Man subject to the Intermediaries Terms and Conditions. Any such materials, information or advice are solely the responsibility of the relevant Intermediary and will not be reviewed or approved by any of the Company, the AIFM, the Investment Manager, Singer or Winterflood. Any liability relating to such documents shall be for the relevant Intermediaries only.

## **4 SCALING BACK AND ALLOCATION**

The Directors have reserved the right, following consultation with the Joint Bookrunners and the Investment Manager, to increase the size of the Initial Issue to a maximum of 250 million Ordinary Shares if overall demand exceeds 45,669,495 Ordinary Shares by reallocating Ordinary Shares available under the Share Issuance Programme to increase the size of the Initial Issue.

In the event that commitments under the Initial Issue exceed the maximum number of Ordinary Shares available (notwithstanding any such reallocation), applications under the Initial Issue (other than applications up to Qualifying Shareholders' full entitlement under the Open Offer) will be scaled back at the Company's discretion (after consultation with the Joint Bookrunners and the Investment Manager). The basis of allocation of Ordinary Shares under the Issue will be:

- (a) to each Qualifying Shareholder who applies, up to his/her full entitlement under the Open Offer (Ordinary Shares issued to Qualifying Shareholders under the Open Offer are not subject to scaling back to satisfy valid applications under the Initial Placing, the Initial Offer for Subscription, the Initial Intermediaries Offer or the Excess Application Facility); and
- (b) any Ordinary Shares not taken up under the Open Offer or otherwise available under the Initial Issue, to applicants under the Initial Placing, the Initial Offer for Subscription, the Initial Intermediaries Offer and the Excess Application Facility, with applications scaled back at the discretion of the Company following consultation with the Joint Bookrunners and the Investment Manager.

There will be no priority given to applications under the Initial Placing, the Initial Offer for Subscription, the Initial Intermediaries Offer or the Excess Application Facility pursuant to the Initial Issue.

The Company reserves the right to decline in whole or in part any application for Ordinary Shares pursuant to the Initial Issue.

Monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned without interest at the risk of the applicant to the applicant from whom the money was received, within 14 calendar days following the close of the Initial Issue.

## **5 WITHDRAWAL**

In the event that the Company is required to publish a supplementary prospectus prior to Initial Admission, applicants who have applied for Ordinary Shares under the Open Offer, the Initial Offer for Subscription and/or the Initial Intermediaries Offer shall have at least four clear Business Days following the publication of the relevant supplementary prospectus within which to withdraw their offer to acquire Ordinary Shares in the Initial Issue in its entirety. If the application is not withdrawn within the stipulated period, any offer to apply for Ordinary Shares in the Open Offer, the Initial Offer for Subscription or the Initial Intermediaries Offer will remain valid and binding.

Investors under the Open Offer or Initial Offer for Subscription wishing to exercise statutory withdrawal rights after the publication of a supplementary prospectus prior to Initial Admission must do so by lodging written notice of withdrawal by post to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL or by emailing [withdraw@linkgroup.co.uk](mailto:withdraw@linkgroup.co.uk) so as to be received by no later than four Business Days after the date on which the supplementary prospectus is published. Notice of withdrawal given by any other means or which is deposited with or received after expiry of such period will not constitute a valid withdrawal.

Intermediaries wishing to exercise withdrawal rights on behalf of their underlying clients on behalf of whom they have submitted applications for Ordinary Shares, after the publication of a supplementary prospectus prior to the close of the Initial Intermediaries Offer must do so in accordance with the Intermediaries Terms and Conditions so as to be received by no later than four Business Days after the date on which the supplementary prospectus is published. If the applications for Ordinary Shares are not withdrawn by the Intermediaries during such time, the offer to apply for Ordinary Shares as set out in the application will remain valid and binding.

## **6 DILUTION**

The ownership and voting interests of any Shareholders not participating in the Initial Issue will be diluted.

Assuming 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue:

- Qualifying Shareholders who take up their full Open Offer Entitlement (excluding any Ordinary Shares acquired through the Excess Application Facility) will not suffer any dilution to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue;
- Qualifying Shareholders who do not take up any of their Open Offer Entitlement and Shareholders who are not eligible to participate in the Open Offer will suffer a maximum dilution of approximately 25.0% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue; and
- the Ordinary Shares issued pursuant to the Initial Issue will represent approximately 25.0% of the Enlarged Share Capital.

In the event that the Directors exercise their right to increase the size of the Initial Issue up to the maximum of 250 million Ordinary Shares;

- Qualifying Shareholders who take up their full Open Offer Entitlement (excluding any Ordinary Shares acquired through the Excess Application Facility) will suffer a maximum dilution of approximately 52.8% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue;
- Qualifying Shareholders who do not take up any of their Open Offer Entitlement and Shareholders who are not eligible to participate in the Open Offer will suffer a maximum dilution of approximately 64.6% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue; and
- the Ordinary Shares issued pursuant to the Initial Issue will represent approximately 64.6% of the Enlarged Share Capital.

## **7 THE SHARE ISSUANCE AGREEMENT**

The Share Issuance Agreement contains provisions entitling Singer and Winterflood to terminate the Initial Issue (and the arrangements associated with it) at any time prior to Initial Admission in certain circumstances. If this right is exercised by both Joint Bookrunners, the Initial Issue and these arrangements will lapse and any monies received in respect of the Initial Issue will be returned to each applicant without interest within 14 calendar days at the risk of the applicant to the applicant from whom the money was received.

The Share Issuance Agreement provides for each of the Joint Bookrunners and the Investment Manager to be paid commission by the Company in respect of the Ordinary Shares to be allotted pursuant to the Initial Issue and for Singer Advisory to be paid a sponsor corporate finance fee. Such commissions and fees form part of the costs and expenses of the Initial Issue detailed in paragraph 8 of this Part 1 below. Any Ordinary Shares subscribed for by Singer or Winterflood may be retained or dealt in by it for its own benefit.

Under the Share Issuance Agreement, each of Singer and Winterflood and the Investment Manager is entitled at its discretion and out of its resources at any time to rebate to some or all investors, or to other parties, part or all of its fees relating to the Initial Issue. Each of Singer and Winterflood are also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of the Initial Issue to any or all of those agents out of their own resources.

Further details of the terms of the Share Issuance Agreement are set out in paragraph 6.1 of Part 7 of the Registration Document.

## **8 COSTS OF THE INITIAL ISSUE**

Assuming that 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue, the costs and expenses of the Initial Issue are expected to be approximately £973,000 (being approximately 1.9% of the Initial Issue Gross Proceeds) and the net proceeds of the Initial Issue are expected to be approximately £49 million. In addition to the costs and expenses of the Initial Issue, the Company has incurred further costs and expenses that are allocable to the Share Issuance Programme. As at the date of this Securities Note, these amount to approximately £450,000.

The costs and expenses of, or incidental to, the Initial Issue will be paid by the Company out of the Initial Issue Gross Proceeds. There are no commissions, fees or expenses to be charged to investors by the Company. All expenses incurred by any Intermediary in relation to the Initial

intermediaries Offer are for its own account. Investors should confirm separately with any Intermediary whether there are any commissions, fees or expenses that will be applied by such Intermediary in connection with any application made through that Intermediary pursuant to the Initial Intermediaries Offer.

## **9 GENERAL**

Pursuant to anti-money laundering laws and regulations with which the Company must comply, the Company (and its agents) may require evidence in connection with any application for Ordinary Shares, including further identification of the applicant(s), before any Ordinary Shares are issued pursuant to the Initial Issue.

In the event that there are any material changes affecting any of the matters described in the Prospectus or where any significant new factors have arisen after the publication of the Prospectus and prior to Initial Admission, the Company will publish a supplementary prospectus. The supplementary prospectus will give details of the material change(s) or the significant new factor(s).

The Directors (in consultation with the Joint Bookrunners) may in their absolute discretion waive the minimum application amounts in respect of any particular application for Ordinary Shares under the Initial Issue.

## **10 ADMISSION, CLEARING AND SETTLEMENT**

Applications will be made for the Ordinary Shares issued pursuant to the Initial Issue to be admitted to listing on the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market. It is expected that Initial Admission will become effective, and that dealings in the Ordinary Shares will commence, at 8.00 a.m. on 27 June 2022.

An investor applying for Ordinary Shares in the Initial Issue may receive Ordinary Shares in certificated or uncertificated form. The Ordinary Shares are in registered form. No temporary documents of title will be issued. Dealings in Ordinary Shares in advance of the crediting of the relevant stock account shall be at the risk of the person concerned. It is expected that CREST accounts will be credited on 27 June 2022 in respect of Ordinary Shares issued in uncertificated form and definitive share certificates in respect of Ordinary Shares held in certificated form will be despatched by post after the week commencing 4 July 2022, at the Shareholder's own risk.

The ISIN of the Ordinary Shares is GB00BLF7PP25 and the SEDOL is BLF7PP2.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Ordinary Shares, nor does it guarantee the price at which a market will be made in the Ordinary Shares. Accordingly, the dealing price of the Ordinary Shares may not necessarily reflect changes in the Net Asset Value per Ordinary Share.

## **11 CREST**

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Ordinary Shares under the CREST system. Settlement of transactions in the Ordinary Shares following Initial Admission may take place within the CREST system if any Shareholder so wishes.

## **12 MATERIAL INTERESTS**

There are no interests that are material to the Initial Issue and no conflicting interests.

## **13 ISA, SSAS AND SIPP**

The Ordinary Shares to be issued pursuant to the Open Offer, the Initial Offer for Subscription and the Initial Intermediaries Offer (but not Ordinary Shares to be issued pursuant to the Initial Placing) and Ordinary Shares acquired in the secondary market should, on the basis of what is understood to be HMRC current practice and guidance (which may not be binding and as to which no assurance can be given that such practice and/or guidance will not change, possibly with retrospective effect) and subject to the annual ISA allowance (£20,000 in the tax year 2022/2023), be "qualifying investments" for the stocks and shares component of an ISA.

The Ordinary Shares should be eligible for inclusion in SIPPs and SSAS.

The Board will use its reasonable endeavours to manage the affairs of the Company so as to enable its status as an approved investment trust to be maintained.

#### **14 OVERSEAS PERSONS**

The attention of potential investors who are Overseas Persons is drawn to the paragraphs below.

The offer of Ordinary Shares under the Initial Issue to Overseas Persons may be affected by the laws of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to obtain Ordinary Shares under the Initial Issue. It is the responsibility of all Overseas Persons receiving this Securities Note and/or wishing to subscribe for Ordinary Shares under the Initial Issue to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

No person receiving a copy of this Securities Note in any territory other than the UK may treat the same as constituting an offer or invitation to him/her, unless in the relevant territory such an offer can lawfully be made to him/her without compliance with any further registration or other legal requirements.

Persons (including, without limitation, nominees and trustees) receiving this Securities Note may not distribute or send it to any U.S. Person or in or into the United States or any other jurisdiction where to do so would or might contravene local securities laws or regulations. In particular, investors should note that the Company has not, and will not be, registered under the U.S. Investment Company Act and the offer, issue and sale of the Ordinary Shares have not been, and will not be, registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Ordinary Shares are being offered and sold outside the United States to non-U.S. Persons in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder. The Ordinary Shares may not be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, any U.S. Person, except pursuant to an exemption from the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

The offer and sale of Ordinary Shares has not been and will not be registered under the applicable securities laws of Australia, Canada, the Republic of South Africa or Japan. Subject to certain exemptions, the Ordinary Shares may not be offered to or sold within Australia, Canada, the Republic of South Africa or Japan or to any national, resident or citizen of Australia, Canada, the Republic of South Africa or Japan.

Potential investors in any territory other than the United Kingdom should refer to the notices set out in the section entitled "Important Information" of this Securities Note.

The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares under the Initial Issue if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

Each of the Joint Bookrunners, the Investment Manager, the AIFM and the Company has acknowledged and warranted in the Share Issuance Agreement that it will not offer or sell or procure the offer or sale of the Ordinary Shares under the Initial Issue except in compliance with Regulation S.

#### **15 PROFILE OF A TYPICAL INVESTOR IN RELATION TO THE INITIAL ISSUE**

The Ordinary Shares are designed to be suitable for institutional investors and professionally advised private investors. The Ordinary Shares may also be suitable for investors who are financially sophisticated, non-advised private investors who are capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in the Ordinary Shares in the Initial Issue.

## PART 2

### THE SHARE ISSUANCE PROGRAMME

#### 1 DETAILS OF THE SHARE ISSAUNCE PROGRAMME

The Directors are seeking authority at the General Meeting to issue up to 250 million Ordinary Shares in aggregate (less the number of Ordinary Shares issued under the Initial Issue), pursuant to the Share Issuance Programme, without having to first offer those Ordinary Shares to existing Shareholders.

Following completion of the Initial Issue, the Directors intend to implement the Share Issuance Programme to raise additional capital for further investment in accordance with the Company's investment objective and investment policy.

The allotment of Ordinary Shares under the Share Issuance Programme may take place at any time following the Initial Issue, from 8.00 a.m. on 27 June 2022 until 8.00 a.m. on the Final Closing Date. The size and frequency of each Subsequent Issue, and of each placing, open offer, offer for subscription and intermediaries offer component of each Subsequent Issue, will be determined at the sole discretion of the Company in consultation with the Joint Bookrunners and the Investment Manager. In relation to any Subsequent Issue which does not solely comprise a Subsequent Placing and/or a Subsequent Offer for Subscription and/or a Subsequent Intermediaries Offer, a new securities note (a "**Future Securities Note**") and a new summary (a "**Future Summary**") will be published.

Depending on the materiality of any issue under the Share Issuance Programme, the Company will update Shareholders at the appropriate time. The number of Ordinary Shares available under the Share Issuance Programme is intended to be flexible and should not be taken as an indication of the number of Ordinary Shares to be issued. Any issues of Ordinary Shares will be notified by the Company through a Regulatory Information Service and the Company's website, prior to each Subsequent Admission. The Share Issuance Programme is not being underwritten.

The Company will announce the Final Details of any Subsequent Issue by way of the publication of a notice through a Regulatory Information Service as well as on the Company's website [www.doretrust.com](http://www.doretrust.com). Any such announcement will confirm whether the Subsequent Issue is being effected by way of a placing, open offer, offer for subscription and/or intermediaries offer as well as detailing the Share Issuance Programme Price (or the method by which the Share Issuance Programme Price is to be ascertained) in respect of the relevant Subsequent Issue, together with an expected timetable and any settlement instructions.

The terms and conditions which apply to any subscription for Ordinary Shares pursuant to each Subsequent Placing and each Subsequent Offer for Subscription are set out in Part 3 and Part 5 respectively of this Securities Note.

In respect of any Subsequent Intermediaries Offer made pursuant to the Share Issuance Programme, only the Intermediaries' retail investor clients in the United Kingdom, Channel Islands and the Isle of Man are eligible to participate in any such Subsequent Intermediaries Offer. Investors may apply to any one of the Intermediaries to be accepted as their client in respect of any Subsequent Intermediaries Offer.

No Ordinary Shares allocated under any Subsequent Intermediaries Offer will be registered in the name of any person whose registered address is outside the United Kingdom, the Channel Islands or the Isle of Man. A minimum application of 1,000 Ordinary Shares per Underlying Applicant will apply. Allocations to Intermediaries will be determined solely by the Company (following consultation with the Joint Bookrunners and the Investment Manager).

An application for Ordinary Shares in any Subsequent Intermediaries Offer means that the Underlying Applicant agrees to acquire the Ordinary Shares applied for at the relevant Share Issuance Programme Price. Each Underlying Applicant must comply with the appropriate money laundering checks required by the relevant Intermediary and all other laws and regulations applicable to their agreement to subscribe for Ordinary Shares. Where an application is not accepted or there are insufficient Ordinary Shares available to satisfy an application in full, the relevant Intermediary will be obliged to refund the Underlying Applicant as required and all such refunds shall be made without interest. The Company, the AIFM, the Investment Manager, Singer

and Winterflood accept no responsibility with respect to the obligation of the Intermediaries to refund monies in such circumstances.

Each Intermediary will on appointment agree to the Intermediaries Terms and Conditions, which regulate, *inter alia*, the conduct of the relevant Subsequent Intermediaries Offer on market standard terms and provide for the payment of a commission and/or fee (to the extent permissible by the rules of the FCA) to Intermediaries from the Company if such Intermediary elects to receive a commission and/or fee. Pursuant to the Intermediaries Terms and Conditions, in making an application, each Intermediary will also be required to represent and warrant that they are not located in the United States and are not acting on behalf of anyone located in the United States.

In addition, the Intermediaries may prepare certain materials for distribution or may otherwise provide information or advice to retail investors in the United Kingdom, the Channel Islands or the Isle of Man subject to the terms of the Intermediaries Terms and Conditions. Any such materials, information or advice are solely the responsibility of the relevant Intermediary and will not be reviewed or approved by any of the Company, the AIFM, the Investment Manager, Singer or Winterflood. Any liability relating to such documents shall be for the relevant Intermediaries only.

The details of any Intermediaries appointed by the Company from time to time in respect of any Subsequent Intermediaries Offer, and any new information about any such Intermediaries, will be published on the Company's website [www.doretrust.com](http://www.doretrust.com).

The Ordinary Shares are admitted to the premium segment of the Official List of the Financial Conduct Authority and are traded on the premium segment of the London Stock Exchange's main market. Applications will be made to the Financial Conduct Authority for all of the Ordinary Shares to be issued pursuant to the Share Issuance Programme to be admitted to the premium segment of the Official List and to the London Stock Exchange for such Ordinary Shares to be admitted to trading on the premium segment of the London Stock Exchange's main market. The issue of Ordinary Shares pursuant to the Share Issuance Programme is at the discretion of the Directors.

## **2 REASONS FOR THE SHARE ISSUANCE PROGRAMME AND USE OF PROCEEDS**

The Share Issuance Programme is being implemented to enable the Company to raise additional capital in the period from 28 June 2022 to the Final Closing Date for the purpose of investment in accordance with the Company's investment objective and investment policy and with a view to delivering further value for Shareholders.

## **3 CONDITIONS TO EACH SUBSEQUENT ISSUE**

Each allotment and issue of Ordinary Shares under a Subsequent Issue is conditional, *inter alia*, on:

- (a) the Share Issuance Programme Price being determined by the Directors as described below;
- (b) Admission of the Ordinary Shares being issued pursuant to such Subsequent Issue occurring not later than 8.00 a.m. on such date as may be agreed between the Company and the Joint Bookrunners, not being later than the Final Closing Date;
- (c) the Share Issuance Agreement becoming otherwise unconditional in respect of the relevant Subsequent Issue in all respects and not having been terminated on or before the date of the relevant Subsequent Admission;
- (d) a valid supplementary prospectus, supplement to the Registration Document, Future Summary and/or Future Securities Note, being published by the Company if such is required by the Prospectus Regulation Rules; and
- (e) the Company having sufficient Shareholder authorities in place to issue such Ordinary Shares.

In circumstances where these conditions are not fully met, the relevant Subsequent Issue of Ordinary Shares pursuant to the Share Issuance Programme will not take place.

#### **4 SHARE ISSUANCE PROGRAMME PRICE**

The Share Issuance Programme Price will be determined by the Company and will be not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium sufficient to cover at least the costs and expenses of such issue.

The Directors will determine the Share Issuance Programme Price on the basis described above so as to cover at least the costs and expenses of each issue of Ordinary Shares under the Share Issuance Programme and to thereby avoid any dilution of the Net Asset Value of the existing Ordinary Shares.

In determining the Share Issuance Programme Price, the Directors will also take into consideration, *inter alia*, the prevailing market conditions at that time.

The Share Issuance Programme Price, or methodology for determining the Share Issuance Programme Price, will be announced through a Regulatory Information Service as soon as is practicable in conjunction with each Subsequent Issue.

#### **5 SCALING BACK AND ALLOCATION**

The results of any Subsequent Issue will be announced by the Company via a Regulatory Information Service.

In the event of oversubscription of any Subsequent Issue, applications under such Subsequent Issue will, subject to the terms of any relevant open offer, be scaled back at the Company's discretion (in consultation with the Joint Bookrunners and the Investment Manager).

The Company reserves the right to decline in whole or in part any application for Ordinary Shares pursuant to a Subsequent Issue.

Monies received in respect of unsuccessful applications (or to the extent scaled back) will be returned without interest at the risk of the applicant to the applicant from whom the money was received, within 14 calendar days following the close of the relevant Subsequent Issue.

#### **6 WITHDRAWAL**

In the event that the Company is required to publish a supplementary prospectus prior to any Subsequent Admission, applicants who have applied for Ordinary Shares under any Subsequent Offer for Subscription and/or Subsequent Intermediaries Offer, shall have at least four clear Business Days following the publication of the relevant supplementary prospectus within which to withdraw their offer to acquire Ordinary Shares in the relevant Subsequent Offer for Subscription and/or Subsequent Intermediaries Offer in its entirety. If the application is not withdrawn within the stipulated period, any offer to apply for Ordinary Shares in the relevant Subsequent Offer for Subscription or Subsequent Intermediaries Offer will remain valid and binding.

Investors under any Subsequent Offer for Subscription wishing to exercise statutory withdrawal rights after the publication of a supplementary prospectus prior to the relevant Subsequent Admission must do so by lodging written notice of withdrawal by post to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL or by emailing [withdraw@linkgroup.co.uk](mailto:withdraw@linkgroup.co.uk) so as to be received no later than four Business Days after the date on which the relevant supplementary prospectus is published. Notice of withdrawal given by any other means or which is deposited with or received after expiry of such period will not constitute a valid withdrawal.

Intermediaries wishing to exercise withdrawal rights on behalf of their underlying clients on behalf of whom they have submitted applications for Ordinary Shares, after the publication of a supplementary prospectus prior to the close of any Subsequent Intermediaries Offer must do so in accordance with the Intermediaries Terms and Conditions so as to be received no later than four Business Days after the date on which the relevant supplementary prospectus is published. If the applications for Ordinary Shares are not withdrawn by the Intermediaries during such time, the offer to apply for Ordinary Shares as set out in the application will remain valid and binding.

#### **7 DILUTION**

Shareholders who choose not to, or who are unable to, participate in the Initial Issue or in any Subsequent Issue under the Share Issuance Programme for an amount at least *pro rata* to their

existing holding will have their percentage holding diluted following Initial Admission or the relevant Subsequent Admission, as applicable.

Assuming that 250 million Ordinary Shares are issued pursuant to the Initial Issue and the Share Issuance Programme (being the maximum number of Ordinary Shares that the Directors would be authorised to issue thereunder):

- Qualifying Shareholders who have taken up their full Open Offer Entitlement under the Initial Issue (excluding any Ordinary Shares acquired through the Excess Application Facility) will suffer a maximum dilution of approximately 52.8% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue and the Share Issuance Programme; and
- Qualifying Shareholders who have not taken up any of their Open Offer Entitlement under the Initial Issue or otherwise do not participate in the Initial Issue and Shareholders who are not eligible to participate in the Open Offer will suffer a maximum dilution of approximately 64.6% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue and the Share Issuance Programme,

assuming that such Shareholders choose not to, or are unable to, participate in any Subsequent Issues under the Share Issuance Programme.

However, it is not anticipated that there will be any dilution in the NAV per Ordinary Share as a result of any Subsequent Issue under the Share Issuance Programme.

## **8 THE SHARE ISSUANCE AGREEMENT**

Each of the Joint Bookrunners has agreed to use its respective reasonable endeavours to procure subscribers pursuant to each Subsequent Placing and the Investment Manager has agreed to use reasonable endeavours to market each Subsequent Placing and introduce potential investors, each on the terms and subject to the conditions set out in the Share Issuance Agreement. The Ordinary Shares will be made available under each Subsequent Placing at the applicable Share Issuance Programme Price.

The Share Issuance Agreement contains provisions entitling Singer and Winterflood to terminate the Share Issuance Agreement (and the arrangements associated with it) at any time prior to any Subsequent Admission in certain circumstances. If this right is exercised by both the Joint Bookrunners, the Share Issuance Programme and these arrangements will lapse and any monies received in respect of the Share Issuance Programme will be returned to each applicant without interest within 14 calendar days at the risk of the applicant to the applicant from whom the money was received.

The Share Issuance Agreement provides for each of the Joint Bookrunners and the Investment Manager to be paid commission by the Company in respect of the Ordinary Shares to be allotted pursuant to any Subsequent Issue. Any Ordinary Shares subscribed for by Singer or Winterflood may be retained or dealt in by it for its own benefit.

Under the Share Issuance Agreement, each of the Joint Bookrunners and the Investment Manager is entitled at their discretion and out of its resources at any time to rebate to some or all investors, or to other parties, part or all of its fees relating to a Subsequent Issue. The Joint Bookrunners are also entitled under the Share Issuance Agreement to retain agents and may pay commission in respect of a Subsequent Issue to any or all of those agents out of their own resources.

Further details of the terms of the Share Issuance Agreement are set out in paragraph 6.1 of Part 7 of the Registration Document.

## **9 COSTS OF THE SHARE ISSUANCE PROGRAMME**

The costs and expenses of each Subsequent Issue under the Share Issuance Programme will depend on subscriptions received and the relevant Share Issuance Programme Price. The costs and expenses of any Subsequent Issue will be paid by the Company and will be covered by issuing such Ordinary Shares at a premium to the prevailing Net Asset Value per Ordinary Share at the time of issue at least sufficient to cover the costs and expenses of any Subsequent Issue. In addition to the costs and expenses of the Initial Issue, the Company has incurred further costs and

expenses that are allocable to the Share Issuance Programme. As at the date of this Securities Note, these amount to approximately £450,000.

## **10 GENERAL**

Pursuant to anti-money laundering laws and regulations with which the Company must comply in the UK, the Company (and its agents) may require evidence in connection with any application for Ordinary Shares, including further identification of the applicant(s), before any Ordinary Shares are issued pursuant to a Subsequent Issue.

In the event that there are any significant changes affecting any of the matters described in the Prospectus or where any significant new matters have arisen after the publication of the Prospectus and prior to any Subsequent Admission of any Ordinary Shares issued pursuant to the Share Issuance Programme, the Company will publish a supplementary prospectus giving details of the significant change(s) or the significant new matter(s), unless details of the relevant matters have been or are contained in any Future Summary and Future Securities Note published in connection with a Subsequent Issue.

Any Ordinary Shares issued pursuant to a Subsequent Issue under the Share Issuance Programme will rank *pari passu* with the Ordinary Shares then in issue (save for any dividends or other distributions declared, made or paid on the Ordinary Shares by reference to a record date prior to the allotment of the relevant Ordinary Shares).

## **11 CLEARING AND SETTLEMENT**

Ordinary Shares will be issued in registered form and may be held in either certificated or uncertificated form. No temporary documents of title will be issued. In the case of Ordinary Shares to be issued in uncertificated form pursuant to the Share Issuance Programme, these will be transferred to successful applicants through the CREST system. Dealings in Ordinary Shares in advance of the crediting of the relevant stock account shall be at the risk of the person concerned.

The ISIN of the Ordinary Shares is GB00BLF7PP25 and the SEDOL is BLF7PP2.

The Company does not guarantee that at any particular time market maker(s) will be willing to make a market in the Ordinary Shares, nor does it guarantee the price at which a market will be made in the Ordinary Shares. Accordingly, the dealing price of the Ordinary Shares may not necessarily reflect changes in the Net Asset Value per Ordinary Share.

## **12 CREST**

CREST is a paperless settlement procedure enabling securities to be evidenced otherwise than by a certificate and transferred otherwise than by written instrument. The Articles permit the holding of Ordinary Shares under the CREST system. Settlement of transactions in the Ordinary Shares following the relevant Subsequent Admission may take place within the CREST system if any Shareholder so wishes.

## **13 MATERIAL INTERESTS**

There are no interests that are material to the Share Issuance Programme and no conflicting interests.

## **14 ISA, SSAS AND SIPP**

The Ordinary Shares to be issued pursuant to any Subsequent Offer for Subscription and any Subsequent Intermediaries Offer (but not Ordinary Shares issued pursuant to any Subsequent Placing) and Ordinary Shares acquired in the secondary market should, on the basis of what is understood to be HMRC current practice and guidance (which may not be binding and as to which no assurance can be given that such practice and/or guidance will not change, possibly with retrospective effect) and subject to the annual ISA allowance (£20,000) in the tax year 2022/2023), be “qualifying investments” for the stock and shares component of an ISA.

The Ordinary Shares should be eligible for inclusion in SIPPs and SSAS, subject to the discretion of the trustees of the SIPP or the SSAS, as the case may be.

## **15 OVERSEAS PERSONS**

The attention of potential investors who are Overseas Persons is drawn to the paragraphs below.

The offer of Ordinary Shares under the Share Issuance Programme to Overseas Persons may be affected by the laws of the relevant jurisdictions. Such persons should consult their professional advisers as to whether they require any government or other consents or need to observe any applicable legal requirements to enable them to obtain Ordinary Shares under the Share Issuance Programme. It is the responsibility of all Overseas Persons receiving this Securities Note and/or wishing to subscribe for Ordinary Shares under the Share Issuance Programme to satisfy themselves as to full observance of the laws of the relevant territory in connection therewith, including obtaining all necessary governmental or other consents that may be required and observing all other formalities needing to be observed and paying any issue, transfer or other taxes due in such territory.

No person receiving a copy of this Securities Note in any territory other than the UK may treat the same as constituting an offer or invitation to him/her, unless in the relevant territory such an offer can lawfully be made to him/her without compliance with any further registration or other legal requirements.

Persons (including, without limitation, nominees and trustees) receiving this Securities Note may not distribute or send it to any U.S. Person or in or into the United States or any other jurisdiction where to do so would or might contravene local securities laws or regulations. In particular, investors should note that the Company has not, and will not be, registered under the U.S. Investment Company Act and the offer, issue and sale of the Ordinary Shares have not been, and will not be, registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States. Accordingly, the Ordinary Shares are being offered and sold outside the United States to non-U.S. Persons in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Regulation S thereunder. The Ordinary Shares may not be offered, sold, pledged or otherwise transferred or delivered, directly or indirectly, within the United States or to, or for the account or benefit of, any U.S. Person, except pursuant to an exemption from the registration requirements of the U.S. Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction in the United States.

The offer and sale of Ordinary Shares has not been and will not be registered under the applicable securities laws of Australia, Canada, the Republic of South Africa or Japan. Subject to certain exemptions, the Ordinary Shares may not be offered to or sold within Australia, Canada, the Republic of South Africa or Japan or to any national, resident or citizen of Australia, Canada, the Republic of South Africa or Japan.

Potential investors in any territory other than the United Kingdom should refer to the notices set out in the section entitled "Important Information" of this Securities Note.

The Company reserves the right to treat as invalid any agreement to subscribe for Ordinary Shares under any Subsequent Issue if it appears to the Company or its agents to have been entered into in a manner that may involve a breach of the securities legislation of any jurisdiction.

Each of the Joint Bookrunners, the Investment Manager, the AIFM and the Company has acknowledged and warranted in the Share Issuance Agreement that it will not offer or sell or procure the offer or sale of the Ordinary Shares under the Share Issuance Programme except in compliance with Regulation S.

## **16 PROFILE OF A TYPICAL INVESTOR IN RELATION TO THE SHARE ISSUANCE PROGRAMME**

The Ordinary Shares are designed to be suitable for institutional investors and professionally advised private investors. The Ordinary Shares may also be suitable for investors who are financially sophisticated, non-advised private investors who are capable of evaluating the risks and merits of such an investment and who have sufficient resources to bear any loss which may result from such an investment. Such investors may wish to consult an independent financial adviser who specialises in advising on the acquisition of shares and other securities before investing in the Ordinary Shares under the Share Issuance Programme.

## PART 3

### TERMS AND CONDITIONS OF APPLICATION UNDER THE INITIAL PLACING AND ANY SUBSEQUENT PLACING UNDER THE SHARE ISSUANCE PROGRAMME

#### 1 INTRODUCTION

- 1.1 Each Placee which confirms its agreement to the Company and/or the Joint Bookrunners to subscribe for Ordinary Shares under the Initial Placing and/or to subscribe for Ordinary Shares under a Subsequent Placing will be bound by these terms and conditions and will be deemed to have accepted them.
- 1.2 Participation in the Initial Placing and/or a Subsequent Placing is only available to persons who are invited to participate by Singer Capital Markets and/or Winterflood. These terms and conditions apply to persons making an offer to subscribe for Ordinary Shares under the Initial Placing and/or a Subsequent Placing. A Placee hereby agrees with Singer Capital Markets, Winterflood and the Company to be bound by these terms and conditions as being the terms and conditions upon which the Ordinary Shares will be sold under the Initial Placing and/or a Subsequent Placing (as applicable). A Placee shall, without limitation, become so bound if Singer Capital Markets and/or Winterflood confirms its allocation of Ordinary Shares under the Initial Placing and/or a Subsequent Placing to such Placee.
- 1.3 Upon being notified of its allocation of Ordinary Shares under the Initial Placing or a Subsequent Placing, a Placee shall, subject to the provisions of paragraph 7 of this Part 3, be contractually committed to acquire the number of Ordinary Shares allocated to it at the Initial Issue Price or the relevant Share Issuance Programme Price and to the fullest extent permitted by law, will be deemed to have agreed not to exercise any rights to rescind or terminate or otherwise withdraw from such commitments. Dealing may not begin before any notification is made.
- 1.4 The Company and/or Singer Capital Markets and/or Winterflood may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it/they (in its/their absolute discretion) see(s) fit and may require any such Placee to execute a separate placing letter ("**Placing Letter**"). The terms and conditions of this Part 3 will, where applicable, be deemed to be incorporated into any such Placing Letters.
- 1.5 Subject to the paragraph above, the commitment to acquire Ordinary Shares under the Initial Placing and/or a Subsequent Placing will be agreed orally with Singer Capital Markets and/or Winterflood as agent for the Company and may be further evidenced in a contract note or oral or email placing confirmation as applicable (for the purposes of this Part 3, the "**Contract Note**" or the "**Placing Confirmation**").

#### 2 AGREEMENT TO SUBSCRIBE FOR ORDINARY SHARES AND CONDITIONS

- 2.1 A Placee agrees to become a member of the Company and agrees to subscribe for those Ordinary Shares allocated to it at the Initial Issue Price or the relevant Share Issuance Programme Price, conditional on:
  - 2.1.1 the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 23 June 2022;
  - 2.1.2 the Share Issuance Agreement becoming unconditional in respect of the relevant Placing (save for any condition relating to Admission of the relevant Ordinary Shares) and not having been terminated on or before the date of Admission of the Ordinary Shares being issued;
  - 2.1.3 (in respect of the Initial Placing) Initial Admission of the Ordinary Shares occurring and becoming effective by 8.00 a.m. on or prior to 27 June 2022 (or such later time and/or date as the Company and the Joint Bookrunners may agree and, in any event, no later than 8.00 a.m. on 31 July 2022) and (in respect of any Subsequent Placing) any Subsequent Admission of Ordinary Shares occurring and becoming effective by not later than 8.00 a.m. on such other dates as may be agreed between the Company and the Joint Bookrunners prior to the closing of the relevant Subsequent Placing, not being later than the Final Closing Date;

- 2.1.4 in the case of any Subsequent Placing, the relevant Share Issuance Programme Price being determined by the Directors;
- 2.1.5 a valid supplementary prospectus being published by the Company if such is required by the Prospectus Regulation Rules.
- 2.2 If any of the relevant conditions set out in the Share Issuance Agreement is not fulfilled or, where permitted, waived to the extent permitted by law or regulation in accordance with the Share Issuance Agreement, or the Share Issuance Agreement is terminated in accordance with its terms, the relevant Placing will lapse and the Placee's rights and obligations shall cease and terminate at such time and each Placee agrees that no claim can be made by or on behalf of the Placee (or any person on whose behalf the Placee is acting) in respect thereof.
- 2.3 The commitments of Placees to subscribe for the number of Ordinary Shares allocated to them pursuant to the Initial Placing is subject to the right of the Company at its discretion (in consultation with the Joint Bookrunners and the Investment Manager), to scale back any or all of such Ordinary Shares in order to satisfy valid applications under the Open Offer, the Excess Application Facility, the Initial Offer for Subscription or the Initial Intermediaries Offer.
- 2.4 The Company (after consultation with the Joint Bookrunners) reserves the right to scale back the number of Ordinary Shares subscribed by any Placee in the event of an oversubscription in the Initial Placing or any Subsequent Placing.
- 2.5 The Ordinary Shares, when issued and fully paid, rank *pari passu* in all respects with the Ordinary Shares then in issue and will carry the right to receive all dividends and distributions declared, made or paid on or in respect of the Ordinary Shares by reference to a record date after the relevant Admission.
- 2.6 To the fullest extent permitted by law, each Placee acknowledges and agrees that it will not be entitled to exercise any remedy of rescission at any time. This does not affect any other rights the Placee may have.

### **3 PAYMENT FOR ORDINARY SHARES**

- 3.1 Each Placee undertakes to pay the Initial Issue Price or the relevant Share Issuance Programme Price (as applicable) for the Ordinary Shares issued to the Placee, as applicable, in the manner and by the time directed by Singer Capital Markets and/or Winterflood. If any Placee fails to pay as so directed and/or by the time required, the relevant Placee's application for Ordinary Shares may, at the discretion of Singer Capital Markets and/or Winterflood either be rejected or accepted and, in the latter case, paragraph 3.2 of these terms and conditions shall apply.
- 3.2 Each Placee is deemed to agree that if it does not comply with its obligation to pay the Initial Issue Price or the relevant Share Issuance Programme Price for the Ordinary Shares allocated to it in accordance with paragraph 3.1 of these terms and conditions and Singer Capital Markets and/or Winterflood elects to accept that Placee's application, Singer Capital Markets and/or Winterflood may sell all or any of the Ordinary Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for Singer Capital Markets' and/or Winterflood's own account and profit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The Placee will, however, remain liable for any shortfall below the aggregate amount owed by such Placee and it may be required to bear any tax or other charges (together with any interest or penalties) which may arise upon the sale of such Ordinary Shares on such Placee's behalf.
- 3.3 Settlement of transactions in the Ordinary Shares following Initial Admission or any Subsequent Admission will take place in CREST but the Joint Bookrunners reserve the right in their absolute discretion to require settlement in certificated form if, in their opinion, delivery or settlement is not possible or practicable within the CREST system within the timescales previously notified to the Placee (whether orally, in the Contract Note or otherwise) or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

#### **4 REPRESENTATIONS AND WARRANTIES**

By agreeing to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing, each Placee which enters into a commitment to subscribe for Ordinary Shares will (for itself and any person(s) procured by it to subscribe for Ordinary Shares and any nominee(s) for any such person(s)) be deemed to represent, warrant and acknowledge to each of the Company, the AIFM, the Investment Manager, the Registrar, Singer and Winterflood that:

- 4.1 in agreeing to subscribe for Ordinary Shares under the Initial Placing and/or a Subsequent Placing, it is relying solely on the Prospectus and any supplementary prospectus published by the Company prior to Admission of the relevant Ordinary Shares and not on any other information given, or representation or statement made at any time, by any person concerning the Company, the Initial Placing and/or a Subsequent Placing, including, without limitation, the Key Information Document(s). It agrees that none of the Company, the AIFM, the Investment Manager, Singer, Winterflood or the Registrar, nor any of their respective officers, agents or employees, will have any liability for any other information or representation. It irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;
- 4.2 if the laws of any territory or jurisdiction outside the United Kingdom are applicable to its agreement to subscribe for Ordinary Shares under the Initial Placing and/or a Subsequent Placing, it warrants that it has complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with its application in any such territory or jurisdiction and that it has not taken any action or omitted to take any action which will result in the Company, the AIFM, the Investment Manager, Singer, Winterflood or the Registrar or any of their respective officers, agents, employees or affiliates acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside the United Kingdom in connection with the Initial Placing and/or a Subsequent Placing;
- 4.3 it has carefully read the Prospectus and any supplementary prospectus published by the Company prior to Admission of the relevant Ordinary Shares in its entirety and understands acknowledges that it is acquiring Ordinary Shares on the terms and subject to the conditions set out in this Part 3 and, as applicable, in the Contract Note or Placing Confirmation and the Articles as in force at the date of the relevant Admission and agrees that in accepting a participation in the Initial Placing and/or a Subsequent Placing it has had access to all information it believes necessary or appropriate in connection with its decision to subscribe for the Ordinary Shares;
- 4.4 the price payable per Ordinary Share is payable to Singer Capital Markets and/or Winterflood on behalf of the Company in accordance with the terms of these terms and conditions and in the Contract Note or Placing Confirmation;
- 4.5 it has the funds available to pay for in full the Ordinary Shares for which it has agreed to subscribe and it will pay the total subscription amount in accordance with the terms set out in these terms and conditions and as set out in the Contract Note or Placing Confirmation on the due time and date;
- 4.6 it has the power and authority to subscribe for Ordinary Shares under the Initial Placing and/or a Subsequent Placing and to execute and deliver all documents necessary for such subscription;
- 4.7 it has not relied on Singer or Winterflood or any person affiliated with Singer or Winterflood or agent of Singer or Winterflood in connection with any investigation of the accuracy of any information contained in the Prospectus and/or any supplementary prospectus published by the Company prior to Admission of the relevant Ordinary Shares and it has relied on its own investigation with respect to the Ordinary and the Company in connection with its investment decision;
- 4.8 it acknowledges that the content of the Prospectus and any supplementary prospectus published by the Company prior to the Final Closing Date is exclusively the responsibility of the Company and the Directors and to the extent stated in paragraph 8.6 of Part 7 of the Registration Document, the Investment Manager and neither Singer nor Winterflood nor any person acting on its behalf nor any agent of the Company nor any of their respective affiliates

are responsible for or shall have any liability for any information, representation or statement contained in the Prospectus or any such supplementary prospectus or any information published by or on behalf of the Company and will not be liable for any decision by a Placee to participate in the Initial Placing and/or a Subsequent Placing based on any information, representation or statement contained in the Prospectus, or any such supplementary prospectus or otherwise;

- 4.9 it acknowledges that no person is authorised in connection with the Initial Placing and/or a Subsequent Placing to give any information or make any representation other than as contained in the Prospectus and in any supplementary prospectus published by the Company prior to the Final Closing Date and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the AIFM, the Investment Manager, Singer or Winterflood;
- 4.10 it is not applying as, nor is it applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services);
- 4.11 it accepts that none of the Ordinary Shares have been or will be registered under the securities laws, or with any securities regulatory authority of, the United States, any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Australia, Canada, the Republic of South Africa or Japan (each a “**Restricted Jurisdiction**”). Accordingly, the Ordinary Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Restricted Jurisdiction unless an exemption from any registration requirement is available;
- 4.12 it: (i) is entitled to subscribe for the Ordinary Shares under the laws of all relevant jurisdictions; (ii) has fully observed the laws of all relevant jurisdictions; (iii) has the requisite capacity and authority and is entitled to enter into and perform its obligations as a subscriber for Ordinary Shares and will honour such obligations; and (iv) has obtained all necessary consents and authorities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto;
- 4.13 if it is within the United Kingdom, it is a person who falls within Articles 49(2)(a) to (d) or 19(5) of the Financial Services and Markets Act 2000 (Financial Promotions) Order 2005 or it is a person to whom the Ordinary Shares may otherwise lawfully be offered under such Order and/or is a person who is a “professional client” or an “eligible counterparty” within the meaning of Chapter 3 of the FCA’s Conduct of Business Sourcebook or, if it is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the United Kingdom would apply, it is a person to whom the Ordinary Shares may be lawfully offered under that other jurisdiction’s laws and regulations;
- 4.14 if it is a resident in the EEA, it is (a) a qualified investor within the meaning of Article 2(e) of the EU Prospectus Regulation and (b) if the Relevant Member State has implemented the AIFM Directive, it is a person to whom the Ordinary Shares may lawfully be marketed to under the AIFM Directive or under the applicable implementing legislation (if any) of the Relevant Member State;
- 4.15 in the case of any Ordinary Shares acquired by an investor as a financial intermediary within the EEA as that term is used in Article 5(1) of the EU Prospectus Regulation, (i) the Ordinary Shares acquired by it in the Initial Placing and/or a Subsequent Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than qualified investors, as that term is defined in the EU Prospectus Regulation, or in circumstances in which the prior consent of Singer Capital Markets and/or Winterflood has been given to the offer or resale; or (ii) where Ordinary Shares have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the offer of those Ordinary Shares to it is not treated under the EU Prospectus Regulation as having been made to such persons;
- 4.16 it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Ordinary Shares and it is not acting on a non-discretionary basis for any such person;

- 4.17 if it is outside the United Kingdom, neither the Prospectus nor any other offering, marketing or other material in connection with the Initial Placing and/or a Subsequent Placing constitutes an invitation, offer or promotion to, or arrangement with, it or any person whom it is procuring to subscribe for Ordinary Shares pursuant to the Initial Placing and/or a Subsequent Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to it or such person and such documents or material could lawfully be provided to it or such person and Ordinary Shares could lawfully be distributed to and subscribed and held by it or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
- 4.18 if the Placee is a natural person, such Placee is not under the age of majority (18 years of age in the United Kingdom) on the date of such Placee's agreement to subscribe for Ordinary Shares under the Initial Placing and/or a Subsequent Placing and will not be any such person on the date any such agreement to subscribe under the Initial Placing or a Subsequent Placing is accepted;
- 4.19 it has complied with and will comply with all applicable provisions of the Criminal Justice Act 1993 and UK MAR with respect to anything done by it in relation to the Initial Placing, a Subsequent Placing and/or the Ordinary Shares;
- 4.20 it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted the Prospectus or any other offering materials concerning the Initial Placing and/or a Subsequent Placing or the Ordinary Shares to any persons within the United States or to any U.S. Persons, nor will it do any of the foregoing;
- 4.21 it represents, acknowledges and agrees to the representations, warranties and agreements as set out under the heading "United States Purchase and Transfer Restrictions" in paragraph 7 below;
- 4.22 it acknowledges that neither Singer nor Winterflood nor any of its affiliates, nor any person acting on its or their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing and/or a Subsequent Placing or providing any advice in relation to the Initial Placing and/or a Subsequent Placing and participation in the Initial Placing and/or a Subsequent Placing is on the basis that it is not and will not be a client of Singer or Winterflood and that neither Singer nor Winterflood has any duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Initial Placing and/or a Subsequent Placing nor in respect of any representations, warranties, undertakings or indemnities otherwise required to be given by it in connection with its application under the Initial Placing and/or a Subsequent Placing;
- 4.23 it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Ordinary Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person and acknowledges and agrees that no documents are being issued by Singer or Winterflood in its capacity as an authorised person under section 21 of FSMA and such documents may not therefore be subject to the controls which would apply if they were made or approved as a financial promotion by an authorised person;
- 4.24 it is aware of and acknowledges that it is required to comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Ordinary Shares in, from or otherwise involving, the United Kingdom;
- 4.25 it acknowledges that no action has been taken or will be taken in any jurisdiction other than the United Kingdom that would permit a public offering of the Ordinary Shares or possession of the Prospectus (and any supplementary prospectus published by the Company prior to the Final Closing Date), in any country or jurisdiction where action for that purpose is required;
- 4.26 it acknowledges that neither Singer nor Winterflood nor any of its affiliates nor any person acting on their behalf is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Initial Placing and/or a Subsequent Placing or providing any advice in relation to the Initial Placing and/or a Subsequent Placing and participation in the Initial Placing and/or Subsequent Placing is on

- the basis that it is not and will not be a client of Singer or Winterflood nor any person acting on their behalf and that neither Singer nor Winterflood nor any person acting on their behalf has any duties or responsibilities to it for providing protection afforded to its clients or for providing advice in relation to the Initial Placing and/or a Subsequent Placing;
- 4.27 it acknowledges that, save in the event of fraud on the part of Singer or any person acting on Singer's behalf, neither Singer Advisory nor Singer Capital Markets, their ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of their directors, members, partners, officers and employees, shall be responsible or liable to a Placee or any of a Placee's clients for any matter arising out of its respective roles as sponsor, financial adviser, intermediaries offer adviser or joint bookrunner (as applicable) or otherwise in connection with the Initial Placing or a Subsequent Placing and that where any such responsibility or liability nevertheless arises as a matter of law the Placee and, if relevant, its clients, will immediately waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;
- 4.28 it acknowledges that, save in the event of fraud on the part of Winterflood or any person acting on Winterflood's behalf, neither Winterflood, its ultimate holding companies nor any direct or indirect subsidiary undertakings of such holding companies, nor any of its directors, members, partners, officers and employees, shall be responsible or liable to a Placee or any of a Placee's clients for any matter arising out of its role as joint bookrunner or otherwise in connection with the Initial Placing or a Subsequent Placing and that where any such responsibility or liability nevertheless arises as a matter of law the Placee and, if relevant, its clients, will immediately waive any claim against any of such persons which the Placee or any of its clients may have in respect thereof;
- 4.29 it acknowledges that where it is subscribing for Ordinary Shares for one or more managed, discretionary or advisory accounts, it is authorised in writing for each such account: (a) to subscribe for the Ordinary Shares for each such account; (b) to make on each such account's behalf the representations, warranties and agreements set out in this Securities Note; and (c) to receive on behalf of each such account any documentation relating to the Initial Placing and/or a Subsequent Placing in the form provided by the Company and/or Singer Capital Markets and/or Winterflood. It agrees that the provisions of this paragraph shall survive any resale of the Ordinary Shares by or on behalf of any such account;
- 4.30 if it is acting as a "distributor" (for the purposes of the MiFID II Product Governance Requirements) (as applicable both: (i) in the EEA pursuant to EU MiFID II; and (ii) in the UK pursuant to UK MiFID II):
- 4.30.1 it acknowledges that the Target Market Assessment undertaken by the Investment Manager and the Joint Bookrunners does not constitute: (a) an assessment of suitability or appropriateness for the purposes of EU MiFID II and UK MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Ordinary Shares and each distributor is responsible for undertaking its own target market assessment in respect of the Ordinary Shares and determining appropriate distribution channels;
- 4.30.2 notwithstanding any Target Market Assessment undertaken by the Investment Manager and the Joint Bookrunners, it confirms that (other than where it is providing an execution only service to investors) it has satisfied itself as to the appropriate knowledge, experience, financial situation, risk tolerance and objectives and needs of the investors to whom it plans to distribute the Ordinary Shares and that it has considered the compatibility of the risk/reward profile of such Ordinary Shares with the end target market;
- 4.30.3 it acknowledges that the price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the Ordinary Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other

adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom; and

- 4.30.4 it agrees that if so required by Singer Capital Markets and/or Winterflood and/or the Investment Manager, it shall provide aggregate summary information on sales of the Ordinary Shares as contemplated under rule 3.3.30(R) of the PROD Sourcebook and information on the reviews carried out under rules 3.3.26(R) to 3.3.28(R) of the PROD Sourcebook;
- 4.31 it irrevocably appoints any director of the Company or Singer Capital Markets or Winterflood to be its agent and on its behalf (without any obligation or duty to do so), to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, its subscription for all or any of the Ordinary Shares for which it has given a commitment under the Initial Placing and/or a Subsequent Placing, in the event of its own failure to do so;
- 4.32 it accepts that if the Initial Placing and/or a Subsequent Placing does not proceed or the conditions to the Share Issuance Agreement are not satisfied or the Ordinary Shares for which valid applications are received and accepted are not admitted to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange's main market for any reason whatsoever then neither Singer nor Winterflood nor the Company, nor persons controlling, controlled by or under common control with any of them nor any of their respective employees, agents, officers, members, stockholders, partners or representatives, shall have any liability whatsoever to it or any other person;
- 4.33 in connection with its participation in the Initial Placing and/or a Subsequent Placing it has observed all relevant legislation and regulations, in particular (but without limitation) those relating to money laundering and terrorist financing and that its application is only made on the basis that it accepts full responsibility for any requirement to verify the identity of its clients and other persons in respect of whom it has applied. In addition, it warrants that it is a person: (i) subject to the Money Laundering Regulations; or (ii) subject to the Money Laundering Directive on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing); or (iii) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the Money Laundering Directive;
- 4.34 it acknowledges that due to anti-money laundering requirements, Singer, Winterflood, the Administrator, the Registrar and the Company may require proof of identity and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, Singer, Winterflood and the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will indemnify Singer, Winterflood and the Company or its agents against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been requested has not been provided by it in a timely manner;
- 4.35 it is aware of, has complied with and will at all times comply with its obligations in connection with money laundering under the Proceeds of Crime Act 2002;
- 4.36 it acknowledges that Singer, Winterflood and the Company are entitled to exercise any of their rights under the Share Issuance Agreement or any other right in their absolute discretion without any liability whatsoever to it;
- 4.37 the representations, undertakings and warranties contained in the Prospectus are irrevocable. It acknowledges that Singer, Winterflood and the Company and their respective agents and affiliates will rely upon the truth and accuracy of the foregoing representations and warranties and it agrees that if any of the representations or warranties made or deemed to have been made by its subscription of the Ordinary Shares are no longer accurate, it shall promptly notify Singer, Winterflood and the Company;

- 4.38 where it or any person acting on behalf of it is dealing with Singer Capital Markets or Winterflood, any money held in an account with Singer Capital Markets or Winterflood on behalf of it and/or any person acting on behalf of it will not be treated as client money within the meaning of the relevant rules and regulations of the FCA which therefore will not require Singer Capital Markets or Winterflood to segregate such money, as that money will be held by Singer Capital Markets or Winterflood under a banking relationship and not as trustee;
- 4.39 any of its clients, whether or not identified to Singer or Winterflood, will remain its sole responsibility and will not become clients of Singer or Winterflood for the purposes of the rules of the FCA or for the purposes of any other statutory or regulatory provision;
- 4.40 it accepts that the allocation of Ordinary Shares shall be determined by the Company in its absolute discretion (following consultation with Singer, Winterflood and the Investment Manager) and that the Company may scale down any commitments for this purpose on such basis as it may determine;
- 4.41 time shall be of the essence as regards its obligations to settle payment for the Ordinary Shares and to comply with its other obligations under the Initial Placing and/or a Subsequent Placing;
- 4.42 it authorises Singer Capital Markets or Winterflood, as the case may be, to deduct from the total amount subscribed under the Initial Placing and/or any Subsequent Placing the aggregate commission (if any) payable on the number of Ordinary Shares allocated under the Initial Placing and/or any Subsequent Placing;
- 4.43 the commitment to subscribe for Ordinary Shares under the Initial Placing and/or the relevant Subsequent Placing on the terms set out in these terms and conditions will continue notwithstanding any amendment that may in the future be made to the terms of the Initial Placing and/or the relevant Subsequent Placing, as the case may be, and that it will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of the Initial Placing and/or a Subsequent Placing;
- 4.44 its commitment to acquire Ordinary Shares under the Initial Placing and/or a Subsequent Placing may be agreed orally with Singer Capital Markets or Winterflood as agent for the Company and may be further evidenced in a Contract Note or Placing Confirmation that will be issued by Singer Capital Markets or Winterflood thereafter. That oral confirmation will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and either Singer Capital Markets or Winterflood to subscribe for the number of Ordinary Shares allocated to it at the Initial Issue Price or the relevant Share Issuance Programme Price (as applicable) on the terms and conditions set out in this Part 3 and, as applicable, in the Contract Note or Placing Confirmation and in accordance with the Article in force as at the date of Initial Admission or the relevant Subsequent Admission (as applicable). Except with the consent of Singer Capital Markets or Winterflood such oral commitment will not be capable of variation or revocation after the time at which it is made;
- 4.45 its allocation of Ordinary Shares under the Initial Placing and/or any Subsequent Placing will be evidenced by the Contract Note or Placing Confirmation or the Placing Letter, as applicable, confirming: (i) the number of Ordinary Shares that such Placee has agreed to subscribe for; (ii) the aggregate amount that such Placee will be required to pay for such Ordinary Shares; and (iii) settlement instructions to pay Singer Capital Markets or Winterflood as agent for the Company. The terms of this Part 3 will be deemed to be incorporated into that Contract Note, Placing Confirmation or Placing Letter; and
- 4.46 settlement of transactions in the Ordinary Shares following Initial Admission and/or any Subsequent Admission will take place in CREST but each of Singer Capital Markets and Winterflood reserves the right in its absolute discretion to require settlement in certificated form, if in its opinion, delivery or settlement is not possible or practicable within the CREST system within the timescales previously notified to the Placee (whether orally, in the Contract Note or Placing Confirmation, in the Placing Letter or otherwise) or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

The Company, the AIFM, the Investment Manager, the Registrar, Singer, Winterflood and their respective directors, officers, agents, employees, members, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements.

If any of the representations, warranties, acknowledgements or agreement made by the Placee are no longer accurate or have not been complied with, the Placee will immediately notify the Company and the Joint Bookrunners.

The Company reserves the right to reject all or part of any offer to purchase Ordinary Shares for any reason. The Company also reserves the right to sell fewer than all of the Ordinary Shares offered by the Prospectus or to sell to any purchaser fewer than all of the Ordinary Shares a purchaser has offered to purchase.

## 5 MONEY LAUNDERING

Each Placee:

- 5.1 represents and warrants that it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (“**Money Laundering Regulations**”) and any other applicable law concerning the prevention of money laundering (together, the “**Money Laundering Legislation**”) and, if it is making payment on behalf of a third party, that: (i) satisfactory evidence has been obtained and recorded by it to verify the identity of the third party; and (ii) arrangements have been entered into with the third party to obtain from the third party copies of any identification and verification data immediately on request as required by the Money Laundering Legislation and, in each case, agrees that pending satisfaction of such obligations, definitive certificates (or allocation under the CREST system) in respect of the Ordinary Shares comprising the Placee’s allocation may be retained at the discretion of Singer Capital Markets and/or Winterflood; and
- 5.2 acknowledges and agrees that due to anti-money laundering requirements and the countering of terrorist financing requirements, Singer Capital Markets and/or Winterflood and/or the Company may require proof of identity and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the applicant to produce any information required for verification purposes, Singer Capital Markets and/or Winterflood and/or the Company may refuse to accept the application and the subscription monies relating thereto. It holds harmless and will indemnify Singer, Winterflood and the Company against any liability, loss or cost ensuing due to the failure to process such application, if such information as has been required has not been provided by it or has not been provided on a timely basis.

## 6 DATA PROTECTION

- 6.1 Each Placee acknowledges and agrees that it has been informed that, pursuant to the EU General Data Protection Regulation 2016/679 (“**EU GDPR**”) and/or the EU GDPR as it forms part of domestic law of the United Kingdom by virtue of the EUWA (“**UK GDPR**”) and the UK Data Protection Act 2018 (as amended from time to time), as well as any regulatory requirements in Guernsey, Jersey, the Isle of Man and/or the EEA, as appropriate (together, the “**DP Legislation**”) the Company and/or the Registrar may hold personal data (as defined in the DP Legislation) relating to past and present Shareholders. Personal data may be retained on record for a period exceeding six years after it is no longer used (subject to any limitations on retention periods set out in applicable law). The Registrar will process such personal data at all times in compliance with DP Legislation and shall only process for the purposes set out in the Company’s privacy notice, which is available for review on the Company’s website <http://www.doretrust.com> (the “**Privacy Notice**”), including for the purposes set out below (collectively, the “**Purposes**”), being to:
  - 6.1.1 process the personal data to the extent and in such manner as is necessary for the performance of its obligations under its service contract, including as required by or in connection with the Placee’s holding of Ordinary Shares, including processing personal data in connection with credit and money laundering checks on the Placee;

- 6.1.2 communicate with the Placee as necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares;
  - 6.1.3 comply with the legal and regulatory obligations of the Company and/or the Registrar; and
  - 6.1.4 process the personal data for the Registrar's internal administration.
- 6.2 In order to meet the Purposes, it will be necessary for the Company and the Registrar to provide personal data to:
- 6.2.1 third parties located either within, or outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared), if necessary for the Registrar to perform its functions, or when it is necessary for its legitimate interests, and in particular in connection with the holding of Ordinary Shares; or
  - 6.2.2 its affiliates, the Company (in the case of the Registrar), the AIFM, the Investment Manager and their respective associates, some of which may be located outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared).
- 6.3 Any sharing of personal data by the Company or the Registrar with other parties will be carried out in accordance with the DP Legislation and as set out in the Company's Privacy Notice.
- 6.4 By becoming registered as a holder of Ordinary Shares a person becomes a data subject (as defined in the DP Legislation). In providing the Registrar with information, each Placee hereby represents and warrants to the Registrar that it has (i) notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Company's Privacy Notice and any other data protection notice which has been provided by the Company and/or the Registrar; and (ii) where consent is legally required under applicable DP Legislation, it has obtained the consent of any data subject to the Registrar and their respective associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out above in this paragraph 6).
- 6.5 Each Placee acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the Placee is a natural person he or she has read and understood the terms of the Company's Privacy Notice.
- 6.6 Each Placee acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the Placee is not a natural person it represents and warrants that:
- 6.6.1 it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the Placee may act or whose personal data will be disclosed to the Company as a result of the Placee agreeing to subscribe for Ordinary Shares; and
  - 6.6.2 the Placee has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.
- 6.7 Where the Placee acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/she/it shall, in respect of the personal data he/she/it processes in relation to or arising in relation to the Initial Placing and/or any Subsequent Placing:
- 6.7.1 comply with all applicable data protection legislation;
  - 6.7.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
  - 6.7.3 if required, agree with the Company and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and

- 6.7.4 he/she/it shall immediately on demand, fully indemnify each of the Company and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or the Registrar in connection with any failure by the Placee to comply with the provisions set out above.

## **7 UNITED STATES PURCHASE AND TRANSFER RESTRICTIONS**

- 7.1 Unless it is otherwise expressly agreed with the Company and the Joint Bookrunners, by participating in the Initial Placing and/or a Subsequent Placing, each Placee acknowledges and agrees that it will (for itself and any person(s) procured by it to subscribe for Ordinary Shares and any nominee(s) for any such person(s)) be further deemed to represent and warrant to each of the Company, Singer, Winterflood, the Investment Manager, the AIFM and the Registrar that:

- 7.1.1 it is not a U.S. Person, is not located within the United States, is acquiring the Ordinary Shares in an offshore transaction meeting the requirements of Regulation S and is not acquiring the Ordinary Shares for the account or benefit of a U.S. Person;
- 7.1.2 it acknowledges that the Ordinary Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons absent registration or an exemption from registration under the U.S. Securities Act;
- 7.1.3 it acknowledges that the Company has not registered under the U.S. Investment Company Act and that the Company has put in place restrictions for transactions not involving any public offering in the United States, and to ensure that the Company is not and will not be required to register under the U.S. Investment Company Act;
- 7.1.4 unless the Company expressly consents in writing otherwise, no portion of the assets used to purchase, and no portion of the assets used to hold, the Ordinary Shares or any beneficial interest therein constitutes or will constitute the assets of: (i) an "employee benefit plan" as defined in section 3(3) of ERISA that is subject to Part 4 of subtitle B of fiduciary responsibility or prohibited transaction Title I of ERISA; (ii) a "plan" as defined in section 4975 of the U.S. Tax Code, including an individual retirement account, that is subject to section 4975 of the U.S. Tax Code; or (iii) an entity whose underlying assets include the assets of any such "employee benefit plan" or "plans" by reason of ERISA or the U.S. Department of Labor Regulations, 29 C.F.R. 2510.3-101, as and to the extent modified by section 3(42) of ERISA (the "**Plan Assets Regulation**"), or otherwise (including certain insurance company general accounts) for the purposes of section 4.6 of ERISA or section 4975 of the U.S. Tax Code. In addition, if an investor is a governmental, church, non-U.S. or other employee benefit plan that is subject to any federal, state, local or non-U.S. law that is substantially similar to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA or section 4975 of the U.S. Tax Code, its purchase, holding, and disposition of the Ordinary Shares must not constitute or result in a non-exempt violation of any such substantially similar law;
- 7.1.5 that if any Ordinary Shares offered and sold pursuant to Regulation S are issued in certificated form, then such certificates evidencing ownership will contain a legend substantially to the following effect unless otherwise determined by the Company in accordance with applicable law:

"DOWNING RENEWABLES & INFRASTRUCTURE TRUST PLC (THE "**COMPANY**") HAS NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. INVESTMENT COMPANY ACT OF 1940, AS AMENDED (THE "**INVESTMENT COMPANY ACT**"). IN ADDITION, THE SECURITIES OF THE COMPANY

REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. ACCORDINGLY, THIS SECURITY MAY NOT BE OFFERED, SOLD, PLEDGED, EXERCISED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT IN ACCORDANCE WITH THE SECURITIES ACT OR AN EXEMPTION THEREFROM AND UNDER CIRCUMSTANCES WHICH WILL NOT REQUIRE THE COMPANY TO REGISTER UNDER THE INVESTMENT COMPANY ACT, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS. FURTHER, NO PURCHASE, SALE OR TRANSFER OF THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY BE MADE UNLESS SUCH PURCHASE, SALE OR TRANSFER WILL NOT RESULT IN THE ASSETS OF THE COMPANY CONSTITUTING “PLAN ASSETS” WITHIN THE MEANING OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”) OR THE PLAN ASSETS REGULATION”.

- 7.1.6 if in the future the investor decides to offer, sell, transfer, assign or otherwise dispose of the Ordinary Shares, it will do so only in compliance with an exemption from the registration requirements of the U.S. Securities Act and under circumstances which: (a) will not require the Company to register under the U.S. Investment Company Act; and (b) will not result in the assets of the Company constituting “plan assets” within the meaning of ERISA or the Plan Assets Regulation;
- 7.1.7 it is purchasing the Ordinary Shares for its own account or for one or more investment accounts for which it is acting as a fiduciary or agent, in each case for investment only, and not with a view to or for sale or other transfer in connection with any distribution of the Ordinary Shares in any manner that would violate the U.S. Securities Act, the U.S. Investment Company Act or any other applicable securities laws;
- 7.1.8 it acknowledges that the Company reserves the right to make inquiries of any holder of the Ordinary Shares or interests therein at any time as to such person’s status under the U.S. federal securities laws and to require any such person that has not satisfied the Company that the holding of Ordinary Shares by such person will not violate or require registration under the U.S. securities laws to transfer such Ordinary Shares or interests in accordance with the Articles;
- 7.1.9 it is entitled to acquire the Ordinary Shares under the laws of all relevant jurisdictions which apply to it, it has fully observed all such laws and obtained all governmental and other consents which may be required thereunder and complied with all necessary formalities and it has paid all issue, transfer or other taxes due in connection with its acceptance in any jurisdiction of the Ordinary Shares and that it has not taken any action, or omitted to take any action, which may result in the Company, Singer, Winterflood, the Investment Manager, the AIFM or their respective directors, officers, agents, employees and advisers being in breach of the laws of any jurisdiction in connection with its acceptance of participation in the Initial Placing or a Subsequent Placing;
- 7.1.10 it has received, carefully read and understands the Prospectus and any supplementary prospectus published by the Company prior to Admission of the relevant Ordinary Shares, and has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted the Prospectus or any other presentation or offering materials concerning the Ordinary Shares to or within the United States or to any U.S. Persons, nor will it do any of the foregoing; and
- 7.1.11 if it is acquiring any Ordinary Shares as a fiduciary or agent for one or more accounts, it has sole investment discretion with respect to each such account and full power and authority to make such foregoing representations, warranties, acknowledgements and agreements on behalf of each such account.

- 7.2 The Company, Singer, Winterflood, the Investment Manager, the AIFM and their respective directors, officers, agents, employees, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and agreements. If any of the representations, warranties, acknowledgments or agreements made by the investor are no longer accurate or have not been complied with, the investor must immediately notify the Company and the Joint Bookrunners.

## **8 SUPPLY AND DISCLOSURE OF INFORMATION**

If the Joint Bookrunners, the Registrar or the Company or any of their agents request any information about a Placee's agreement to subscribe for Ordinary Shares under the Initial Placing and/or any Subsequent Placing, such Placee must promptly disclose it to them.

## **9 MISCELLANEOUS**

- 9.1 The rights and remedies of the Company, the AIFM, the Investment Manager, Singer, Winterflood and the Registrar under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 9.2 On application, if a Placee is an individual, that Placee may be asked to disclose in writing or orally, his or her nationality. If a Placee is a discretionary fund manager, that Placee may be asked to disclose in writing or orally the jurisdiction in which its funds are managed or owned. All documents provided in connection with the Initial Placing and/or a Subsequent Placing will be sent at the Placee's risk. They may be returned by post to such Placee at the address notified by such Placee.
- 9.3 Each Placee agrees to be bound by the Articles once the Ordinary Shares, which the Placee has agreed to subscribe for pursuant to the Initial Placing and/or a Subsequent Placing, have been acquired by the Placee. The contract to subscribe for Ordinary Shares under the Initial Placing and/or a Subsequent Placing and the appointments and authorities mentioned in the Prospectus and all disputes and claims arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims) will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive benefit of the Company, Singer, Winterflood and the Registrar, each Placee irrevocably submits to the jurisdiction of the courts of England and Wales and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against the Placee in any other jurisdiction.
- 9.4 In the case of a joint agreement to subscribe for Ordinary Shares under the Initial Placing and/or a Subsequent Placing, references to a "Placee" in these terms and conditions are to each of the Placees who are a party to that joint agreement and their liability is joint and several.
- 9.5 The Joint Bookrunners and the Company expressly reserve the right to modify the Initial Placing and/or a Subsequent Placing (including, without limitation, their timetable and settlement) at any time before allocations are determined.
- 9.6 The Initial Placing and/or a Subsequent Placing is subject to the satisfaction of the conditions contained in the Share Issuance Agreement and the Share Issuance Agreement not having been terminated. Further details of the terms of the Share Issuance Agreement are contained in paragraph 6.1 of Part 7 of the Registration Document.

## PART 4

### TERMS AND CONDITIONS OF APPLICATION UNDER THE OPEN OFFER

#### 1 INTRODUCTION

The Open Offer is an opportunity for Qualifying Shareholders to apply for new Ordinary Shares *pro rata* to their holdings as at the Record Date at the Initial Issue Price on the basis of 1 Ordinary Share for every 3 Existing Ordinary Shares held as at the Record Date in accordance with the terms of the Open Offer.

The Record Date for entitlements under the Open Offer for Qualifying CREST Shareholders and Qualifying non-CREST Shareholders is close of business on 1 June 2022. Open Offer Application Forms for Qualifying non-CREST Shareholders accompany this Securities Note.

Any Ordinary Shares not taken up pursuant to the Open Offer will be made available under the Excess Application Facility, the Initial Placing, the Initial Offer for Subscription and the Initial Intermediaries Offer. There will be no priority given to applications under the Initial Placing, the Initial Offer for Subscription, the Initial Intermediaries Offer or the Excess Application Facility pursuant to the Initial Issue.

The latest time and date for receipt of completed Open Offer Application Forms and payment in full under the Open Offer and settlement of relevant instructions (as appropriate) is expected to be 11.00 a.m. on 21 June 2022 with Initial Admission and commencement of dealings in Ordinary Shares issued expected to take place at 8.00 a.m. on 27 June 2022.

This Securities Note and, for Qualifying non-CREST Shareholders only, the Open Offer Application Form contain the formal terms and conditions of the Open Offer. Your attention is drawn to paragraphs 4.1 and 4.2 of this Part 4 which give details of the procedure for application and payment for the Ordinary Shares under the Open Offer.

Applications will be made to the FCA for new Ordinary Shares issued pursuant to the Initial Issue to be admitted to the premium listing segment on the Official List, and to the London Stock Exchange for new Ordinary Shares issued pursuant to the Initial Issue to be admitted to trading on the premium segment of the main market of the London Stock Exchange.

Any Shareholder who has sold or transferred all or part of his/her registered holding(s) of Existing Ordinary Shares prior to 7 June 2022 (being the ex-entitlement date for the Open Offer) is advised to consult his/her stockbroker, bank or other agent through or to whom the sale or transfer was effected as soon as possible since the invitation to apply for Ordinary Shares under the Open Offer may be a benefit which may be claimed from him/her by the purchasers under the rules of the London Stock Exchange.

#### 2 THE OPEN OFFER

Subject to the terms and conditions set out below (and, in the case of Qualifying non-CREST Shareholders, in the Open Offer Application Form), Qualifying Shareholders are being given the opportunity under the Open Offer to apply for up to 1 Ordinary Share for every 3 Existing Ordinary Shares held and registered in their name as at the Record Date, at a price of 111 pence per Ordinary Share and so in proportion for any other number of Existing Ordinary Shares then registered. Accordingly, Qualifying Shareholders with fewer than 3 Existing Ordinary Shares will not receive an Open Offer Entitlement but may apply for Ordinary Shares under the Excess Application Facility.

Open Offer Entitlements will be rounded down to the nearest whole number and any fractional entitlements to Ordinary Shares will be disregarded in calculating Open Offer Entitlements. All fractional entitlements will be aggregated and made available to Qualifying Shareholders under the Excess Application Facility.

There is no limit on the amount of Ordinary Shares that can be applied for by Qualifying Shareholders under the Excess Application Facility, save that the maximum amount of Ordinary Shares to be allotted under the Excess Application Facility shall be limited by the maximum size of the Initial Issue (as may be increased by the Directors) less Ordinary Shares issued under the Open Offer pursuant to Qualifying Shareholders' Open Offer Entitlements that are taken up and any

Ordinary Shares that the Directors determine to issue under the Initial Placing, the Initial Offer for Subscription and/or the Initial Intermediaries Offer.

Excess applications may be allocated in such manner as the Directors may determine in their absolute discretion and no assurance can be given that excess applications by Qualifying Shareholders will be met in full or in part or at all.

Assuming that 45,669,495 Ordinary Shares are issued pursuant to the Initial Issue: (i) Qualifying Shareholders who take up their full Open Offer Entitlement (excluding any Ordinary Shares acquired through the Excess Application Facility) in respect of the Open Offer will not suffer any dilution to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue; and (ii) Qualifying Shareholders who do not take up any of their Open Offer Entitlement and Shareholders who are not eligible to participate in the Open Offer, will suffer a maximum dilution of approximately 25.0% to their ownership and voting interests in the Company by virtue of the issue of Ordinary Shares pursuant to the Initial Issue.

Holdings of Ordinary Shares in certificated and uncertificated form will be treated as separate holdings for the purpose of calculating entitlements under the Open Offer, as will holdings under different designations and in different accounts.

If you are a Qualifying non-CREST Shareholder, the Open Offer Application Form shows the number of Ordinary Shares available to you under your Open Offer Entitlement (in Box B).

Qualifying CREST Shareholders will have Open Offer Entitlements credited to their stock accounts in CREST and should refer to paragraph 4.2.7 of this Part 4 for information on the relevant CREST procedures. Qualifying CREST Shareholders can also refer to the CREST Manual for further information on the relevant CREST procedures.

**Shareholders should be aware that the Open Offer is not a rights issue. Qualifying non-CREST Shareholders should also note that their respective Open Offer Application Forms are not negotiable documents and cannot be traded. Qualifying CREST Shareholders should note that, although the Open Offer Entitlements will be credited to CREST and be enabled for settlement, applications in respect of entitlements under the Open Offer may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim raised by CREST's Claims Processing Unit. Ordinary Shares not applied for under the Open Offer will not be sold in the market for the benefit of those who do not apply under the Open Offer and Qualifying Shareholders who do not apply to take up Ordinary Shares will have no rights under the Open Offer. Any Ordinary Shares which are not applied for by Qualifying Shareholders under their Open Offer Entitlements may be made available under the Excess Application Facility and/or the Initial Placing and/or the Initial Offer for Subscription and/or the Initial Intermediaries Offer (with the proceeds in each case being retained for the benefit of the Company).**

Application will be made for the Open Offer Entitlements to be credited to Qualifying CREST Shareholders' CREST accounts. The Open Offer Entitlements are expected to be credited to CREST accounts as soon as possible after 8.00 a.m. on 8 June 2022.

### **3 CONDITIONS AND FURTHER TERMS OF THE OPEN OFFER**

The Open Offer is conditional upon, amongst other things, the passing of the Issue Resolutions at the General Meeting, the Share Issuance Agreement becoming unconditional in respect of the Initial Issue (other than as to Initial Admission) and not being terminated prior to Initial Admission and Initial Admission becoming effective by not later than 8.00 a.m. on 27 June 2022 (or such later time and/or date as the Joint Bookrunners and the Company may determine, being not later than 8.00 a.m. on 31 July 2022). A summary of the Share Issuance Agreement is set out in paragraph 6.1 of Part 7 of the Registration Document.

Accordingly, if these conditions are not satisfied the Open Offer will not proceed and any applications made by Qualifying Shareholders will be rejected. In such circumstances, application monies will be returned (at the applicant's sole risk), without payment of interest, as soon as practicable, but in any event within 14 days thereafter.

No temporary documents of title will be issued. Definitive certificates in respect of Ordinary Shares issued pursuant to the Initial Issue are expected to be posted to those Qualifying Shareholders who have validly elected to hold their Ordinary Shares in certificated form in the week commencing

4 July 2022. In respect of those Qualifying Shareholders who have validly elected to hold their Ordinary Shares issued pursuant to the Initial Issue in uncertificated form, the Ordinary Shares are expected to be credited to their stock accounts maintained in CREST on 27 June 2022.

All monies received by the Receiving Agent in respect of Ordinary Shares will be credited to a non-interest bearing account by the Receiving Agent.

If for any reason it becomes necessary to adjust the expected timetable as set out in this Securities Note, the Company will notify the FCA and make an appropriate announcement by an RIS announcement giving details of the revised dates.

#### **4 PROCEDURE FOR APPLICATION AND PAYMENT IN RESPECT OF THE OPEN OFFER**

The action to be taken by you in respect of the Open Offer depends on whether you hold your Existing Ordinary Shares in certificated or uncertificated form.

Qualifying Shareholders who hold all their Existing Ordinary Shares in certificated form will receive an Open Offer Application Form enclosed with this Securities Note. The Open Offer Application Form shows Qualifying non-CREST Shareholders the number of Ordinary Shares available under their Open Offer Entitlement that can be allotted in certificated form. Qualifying Shareholders who hold all their Existing Ordinary Shares in CREST will be allotted their Open Offer Entitlements in CREST. Qualifying Shareholders who hold part of their Existing Ordinary Shares in uncertificated form will be allotted Ordinary Shares in uncertificated form to the extent that their entitlement to Ordinary Shares arises as a result of holding Existing Ordinary Shares in uncertificated form. However, it will be possible for Qualifying Shareholders to deposit Open Offer Entitlements into, and withdraw them from, CREST. Further information on deposit and withdrawal from CREST is set out in paragraph 4.2.7 of this Part 4.

CREST sponsored members should refer to their CREST sponsor as only their CREST sponsor will be able to take the necessary action specified below to apply under the Open Offer in respect of the Open Offer Entitlements and Excess CREST Open Offer Entitlements of such members held in CREST. CREST members who wish to apply for Ordinary Shares in respect of their Open Offer Entitlements or who wish to apply to subscribe for more than their Open Offer Entitlement in CREST should refer to the CREST Manual for further information on the CREST procedures referred to below.

**Qualifying Shareholders who do not wish to apply for Ordinary Shares under the Open Offer should take no action and should not complete or return the Open Offer Application Form, or send a USE message through CREST.**

##### **4.1 If you have an Open Offer Application Form in respect of your Open Offer Entitlement under the Open Offer**

###### **4.1.1 General**

Subject as provided in paragraph 6 of this Part 4 in relation to certain Overseas Shareholders, Qualifying non-CREST Shareholders will receive an Open Offer Application Form. The Open Offer Application Form shows the number of Ordinary Shares available to them under their Open Offer Entitlement in Box B. Any fractional entitlements to Ordinary Shares will be disregarded in calculating Open Offer Entitlements and will be aggregated and made available to Qualifying Shareholders under the Excess Application Facility. Box C shows how much they would need to pay if they wish to take up their Open Offer Entitlement in full. Qualifying non-CREST Shareholders may apply for less than their entitlement should they wish to do so. Qualifying non-CREST Shareholders may also hold such an Open Offer Application Form by virtue of a *bona fide* market claim. Qualifying non-CREST Shareholders may also apply for Excess New Shares under the Excess Application Facility by completing Box E on the Open Offer Application Form.

The instructions, and other terms set out in the Open Offer Application Form, form part of the terms of the Open Offer in relation to Qualifying non-CREST Shareholders.

#### 4.1.2 **Bona fide market claims**

Applications to acquire Ordinary Shares under the Open Offer may only be made on the Open Offer Application Form and may only be made by the Qualifying non-CREST Shareholder named in it or by a person entitled by virtue of a *bona fide* market claim in relation to a purchase of Existing Ordinary Shares through the market prior to the date upon which the Existing Ordinary Shares were marked “ex” the entitlement to participate in the Open Offer (being 7 June 2022). Open Offer Application Forms may not be assigned, transferred or split, except to satisfy *bona fide* market claims up to 3.00 p.m. on 16 June 2022. The Open Offer Application Form is not a negotiable document and cannot be separately traded. A Qualifying non-CREST Shareholder who has sold or otherwise transferred all or part of his/her holding of Existing Ordinary Shares prior to the date upon which the Existing Ordinary Shares were marked “ex” the entitlement to participate in the Open Offer, should consult his/her broker or other professional adviser as soon as possible, as the invitation to acquire new Ordinary Shares under the Open Offer may be a benefit which may be claimed by the transferee. Qualifying non-CREST Shareholders who have sold all or part of their registered holdings should, if the market claim is to be settled outside CREST, complete Box J on the Open Offer Application Form and immediately send it to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee. The Open Offer Application Form should not, however be forwarded to or transmitted in or into the United States or any other Excluded Territory. If the market claim is to be settled outside CREST, the beneficiary of the claim should follow the procedures set out in the accompanying Open Offer Application Form. If the market claim is to be settled in CREST, the beneficiary of the claim should follow the procedure set out in paragraph 4.2.2 below.

Any Qualifying Non-CREST Shareholders with fewer than 3 Existing Ordinary Shares will not receive an Open Offer Entitlement but may apply for Ordinary Shares pursuant to the Excess Application Facility (see paragraph 4.1.3 below).

#### 4.1.3 **Excess Application Facility**

Provided they choose to take up their Open Offer Entitlements in full, the Excess Application Facility enables Qualifying Shareholders to apply to acquire Excess New Shares using the Excess Application Facility, should they wish to do so. Qualifying non-CREST Shareholders wishing to apply for Excess New Shares may do so by completing Box E on the Open Offer Application Form. The maximum number of Ordinary Shares to be allotted under the Excess Application Facility shall be limited to: (a) the maximum size of the Initial Issue; less (b) the Ordinary Shares issued under the Open Offer pursuant to existing Shareholders’ Open Offer Entitlements and any Ordinary Shares that the Directors determine to issue under the Initial Placing, the Initial Offer for Subscription and/or Initial Intermediaries Offer. Applications under the Excess Application Facility shall be allocated by the Company in consultation with the Joint Bookrunners and no assurance can be given that the applications by Qualifying Shareholders will be met in full or in part. Excess monies in respect of applications which are not met in full will be returned to the applicant at the applicant’s risk without interest as soon as practicable, but in any event within 14 days thereafter, by way of cheque or CREST payment, as appropriate.

#### 4.1.4 **Application procedures**

Qualifying non-CREST Shareholders wishing to apply to acquire Ordinary Shares (whether in respect of all or part of their Open Offer Entitlement) should complete the Open Offer Application Form in accordance with the instructions printed on it.

Completed Open Offer Application Forms should be posted in the accompanying prepaid envelope or returned by post to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL (who will act as Receiving Agent in relation to the Open Offer) so as to be received by the Receiving Agent by no later than 11.00 a.m. on 21 June 2022, after which time Open Offer Application Forms will not be valid. Qualifying non-CREST Shareholders should note that applications, once made, will be irrevocable (save to the extent permitted under statutory withdrawal rights following the publication of any supplementary prospectus by the Company prior to Initial Admission) and receipt thereof

will not be acknowledged. If an Open Offer Application Form is being sent by first-class post in the UK, Qualifying Shareholders are recommended to allow at least four working days for delivery.

All payments must be in pounds Sterling and made by cheque or banker's draft made payable to "LMS re: DORE PLC – Open Offer 2022 A/C" and crossed "A/C payee only". Cheques or bankers' drafts must be drawn on a bank or building society or branch of a bank or building society in the United Kingdom which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which has arranged for its cheques and bankers' drafts to be cleared through the facilities provided by any of those companies or committees and must bear the appropriate sort code in the top right-hand corner and must be for the full amount payable on application. Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the back of the cheque or draft to confirm that the relevant Qualifying Shareholder has title to the underlying funds. The account name should be the same as that shown on the application. Post-dated cheques will not be accepted.

Cheques or bankers' drafts will be presented for payment upon receipt. The Company reserves the right to instruct the Receiving Agent to seek special clearance of cheques and bankers' drafts to allow the Company to obtain value for remittances at the earliest opportunity (and withhold definitive share certificates (or crediting to the relevant member account, as applicable) pending clearance thereof). No interest will be paid on payments made. It is a term of the Open Offer that cheques shall be honoured on first presentation and the Company may elect to treat as invalid acceptances in respect of which cheques are not so honoured. All documents, cheques and bankers' drafts sent through the post will be sent at the risk of the sender. Payments via CHAPS, BACS or electronic transfer will not be accepted.

If cheques or bankers' drafts are presented for payment before the conditions of the Initial Issue are fulfilled, the application monies will be credited to a non-interest bearing account by the Receiving Agent. If the Initial Issue does not become unconditional, no Ordinary Shares will be issued and all monies will be returned (at the applicant's sole risk), without payment of interest, to applicants as soon as practicable, but in any event within 14 days, following the lapse of the Initial Issue.

The Company may in its sole discretion, but shall not be obliged to, treat an Open Offer Application Form as valid and binding on the person by whom or on whose behalf it is lodged, even if not completed in accordance with the relevant instructions or not accompanied by a valid power of attorney where required, or if it otherwise does not strictly comply with the terms and conditions of the Open Offer. The Company further reserves the right (but shall not be obliged) to accept either:

- 4.1.4.1 Open Offer Application Forms received after 11.00 a.m. on 21 June 2022; or
- 4.1.4.2 applications in respect of which remittances are received before 11.00 a.m. on 21 June 2022 from authorised persons (as defined in FSMA) specifying the Ordinary Shares applied for and undertaking to lodge the Open Offer Application Form in due course but, in any event, within two Business Days.

Multiple applications will not be accepted. All documents and remittances sent by post by or to an applicant (or as the applicant may direct) will be sent at the applicant's own risk.

If Ordinary Shares have already been allotted to a Qualifying non-CREST Shareholder and such Qualifying non-CREST Shareholder's cheque or banker's draft is not honoured upon first presentation or such Qualifying non-CREST Shareholder's application is subsequently otherwise deemed to be invalid, Singer Capital Markets and/or Winterflood shall be authorised (in its absolute discretion as to manner, timing and terms) to make arrangements, on behalf of the Company, for the sale of such Qualifying non-CREST Shareholder's Ordinary Shares and for the proceeds of sale (which for these purposes shall be deemed to be payments in respect of successful applications) to be paid to and retained by the

Company. Neither Singer Capital Markets nor Winterflood nor the Company nor any other person shall be responsible for, or have any liability for, any loss, expense or damage suffered by such Qualifying non-CREST Shareholders.

#### 4.1.5 **Effect of application**

By completing and delivering an Open Offer Application Form the applicant:

- 4.1.5.1 represents and warrants to the Company, Singer and Winterflood that he/she has the right, power and authority, and has taken all action necessary, to make the application under the Open Offer and, if applicable, the Excess Application Facility and to execute, deliver and exercise his/her rights, and perform his/her obligations under any contracts resulting therefrom and that he/she is not a person otherwise prevented by legal or regulatory restrictions from applying for Ordinary Shares or acting on behalf of any such person on a non-discretionary basis;
- 4.1.5.2 agrees with the Company and the Joint Bookrunners that all applications under the Open Offer and the Excess Application Facility and contracts resulting therefrom and any non-contractual obligations arising under or in connection therewith shall be governed by and construed in accordance with the laws of England;
- 4.1.5.3 confirms to the Company and the Joint Bookrunners that in making the application he/she is not relying on any information or representation in relation to the Company other than that contained in the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission, and the applicant accordingly agrees that no person responsible solely or jointly for the Prospectus, any such supplementary prospectus or any part thereof, or involved in the preparation thereof, shall have any liability for any such information or representation not so contained and further agrees that, having had the opportunity to read the Prospectus and any such supplementary prospectus, he/she will be deemed to have had notice of all information in relation to the Company contained in the Prospectus (including matters incorporated by reference) and any such supplementary prospectus;
- 4.1.5.4 represents and warrants to the Company and the Joint Bookrunners that he/she is the Qualifying Shareholder originally entitled to his/her Open Offer Entitlement or that he/she received such Open Offer Entitlement by virtue of a *bona fide* market claim;
- 4.1.5.5 represents and warrants to the Company and the Joint Bookrunners that if he/she has received some or all of his/her Open Offer Entitlement from a person other than the Company he/she is entitled to apply under the Open Offer in relation to such Open Offer Entitlement by virtue of a *bona fide* market claim;
- 4.1.5.6 requests that the Ordinary Shares, to which he/she will become entitled, be issued to him/her on the terms set out in this Securities Note and the Open Offer Application Form subject to the Articles;
- 4.1.5.7 represents and warrants to the Company, the Receiving Agent and the Joint Bookrunners that: he/she is not, nor is he/she applying on behalf of, any person who is in the United States or any other Excluded Territory, or is a citizen or resident of, or is a corporation, partnership or other entity created or organised in or under any laws of, the United States or any other Excluded Territory or any jurisdiction in which the application for Ordinary Shares is prevented by law and he/she is not applying with a view to re-offering, re-selling, transferring or delivering any of the Ordinary Shares which are the subject of his/her application in or to, or for the benefit of, a person who is a citizen or resident or which is a corporation, partnership or other entity created or organised in or under the laws of the United States or any other Excluded Territory or any jurisdiction in which the application for Ordinary Shares is prevented by law (except where proof satisfactory to the Company has been provided to the Company that he/she is able to accept the invitation by the Company free of any requirement which the Company (in its absolute discretion) regards as unduly burdensome), nor acting

on behalf of any such person on a non-discretionary basis nor person(s) otherwise prevented by legal or regulatory restrictions from applying for Ordinary Shares under the Open Offer or the Excess Application Facility;

- 4.1.5.8 represents and warrants to the Company and the Joint Bookrunners that he/she is not, and nor is he/she applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 93 (depository receipts) or section 96 (clearance services) of the Finance Act 1986;
- 4.1.5.9 confirms that in making the application he/she is not relying and has not relied on Singer or Winterflood or any person affiliated with Singer or Winterflood in connection with any investigation of the accuracy of any information contained in the Prospectus or any supplementary prospectus published by the Company prior to Initial Admission or his/her investment decision;
- 4.1.5.10 acknowledges that the content of the Prospectus and any supplementary prospectus published by the Company prior to Initial Admission is exclusively the responsibility of the Company and its Directors and, to the extent stated in paragraph 8.6 of Part 7 of the Registration Document, the Investment Manager, and neither Singer nor Winterflood nor any person acting on their behalf nor any of their respective affiliates are responsible for or shall have any liability for any information, representation or statement contained in the Prospectus, any such supplementary prospectus or any other information published by or on behalf of the Company and will not be liable for any decision to participate in the Open Offer based on any information, representation or statement contained in the Prospectus, any such supplementary prospectus or otherwise;
- 4.1.5.11 acknowledges that no person is authorised in connection with the Open Offer to give any information or make any representation other than as contained in the Prospectus or any supplementary prospectus published by the Company prior to Initial Admission and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, Singer, Winterflood, the AIFM, the Investment Manager or the Receiving Agent;
- 4.1.5.12 agrees that each of Singer, Winterflood and the Receiving Agent are acting for the Company in connection with the Open Offer and for no-one else and that they will not treat him/her as its customer by virtue of such application being accepted or owe him/her any duties or responsibilities concerning the price of the new Ordinary Shares or concerning the suitability of the Ordinary Shares for him/her or be responsible to him/her for the protections afforded to their respective customers;
- 4.1.5.13 acknowledges that the Key Information Document relating to the Ordinary Shares prepared by the Investment Manager pursuant to the UK PRIIPs Regulation can be provided to him/her in paper or by means of a website, but that where he/she is applying under the Open Offer directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Open Offer Application Form represents his/her consent to being provided the Key Information Document via the Company's website ([www.doretrust.com](http://www.doretrust.com)), or on such other website as has been notified to him/her. Where his/her application is made on an advised basis or through another intermediary, the terms of his/her engagement should address the means by which such Key Information Document will be provided to him/her; and
- 4.1.5.14 acknowledges and agrees that the procedures for calculating the risks, costs and potential returns as set out in the Key Information Document relating to the Ordinary Shares are prescribed by the UK PRIIPs Regulation and the information contained in the Key Information Document may not reflect the expected returns for the Company, and that anticipated performance returns cannot be guaranteed.

#### 4.1.6 **Incorrect or incomplete applications**

If an Open Offer Application Form includes a payment for an incorrect sum, the Company reserves the right:

- 4.1.6.1 to reject the application in full and refund the payment to the applicant (without interest);
- 4.1.6.2 in the case that an insufficient sum is paid, to treat the application as a valid application for such lesser whole number of Ordinary Shares as would be able to be applied for with that payment at the Initial Issue Price, refunding any unutilised sum to the applicant (without interest); and
- 4.1.6.3 in the case that an excess sum is paid, to treat the application as a valid application for all the Ordinary Shares referred to in the Open Offer Application Form, refunding any unutilised sum to the applicant (without interest).

All enquiries in connection with the procedure for application and completion of the Open Offer Application Form should be addressed to the Receiving Agent, Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL or you can contact the Receiving Agent on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. **Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.**

Qualifying non-CREST Shareholders who do not wish to take up or apply for Ordinary Shares under the Open Offer should take no action and should not complete or return the Open Offer Application Form.

A Qualifying non-CREST Shareholder who is also a CREST member may elect to receive the new Ordinary Shares to which he/she is entitled in uncertificated form in CREST (please see paragraph 4.2 below for more information).

#### 4.2 **If you have Open Offer Entitlements and Excess CREST Open Offer Entitlements credited to your stock account in CREST in respect of your entitlement under the Open Offer**

##### 4.2.1 **General**

Subject as provided in paragraph 6 of this Part 4 in relation to certain Overseas Shareholders, each Qualifying CREST Shareholder will receive a credit to his/her stock account in CREST of his/her Open Offer Entitlement equal to the maximum number of Ordinary Shares for which he/she is entitled to apply to acquire under the Open Offer (other than the Excess Application Facility). Entitlements to Ordinary Shares will be rounded down to the nearest whole number and any Open Offer Entitlements will therefore also be rounded down. Any fractional entitlements to Ordinary Shares will be disregarded in calculating Open Offer Entitlements and will be aggregated and made available to Qualifying Shareholders under the Excess Application Facility.

Any Qualifying Non-CREST Shareholders with fewer than 3 Existing Ordinary Shares will not receive an Open Offer Entitlement but may apply for Ordinary Shares pursuant to the Excess Application Facility.

The CREST stock account to be credited will be an account under the participant ID and member account ID specified.

If for any reason the Open Offer Entitlement and/or Excess CREST Open Offer Entitlements cannot be admitted to CREST by, or the stock accounts of Qualifying CREST Shareholders cannot be credited by 3.00 p.m. on 16 June 2022, or such later time and/or date as the Company may decide, an Open Offer Application Form will be sent to each Qualifying CREST Shareholder in substitution for the Open Offer Entitlements and Excess CREST Open Offer Entitlements which should have been credited to his/her stock account in CREST. In these circumstances the expected timetable as set out in this Securities Note will be adjusted as appropriate and the provisions of this Securities Note applicable to Qualifying non-CREST Shareholders with Open Offer Application Forms will apply to Qualifying CREST Shareholders who receive such Open Offer Application Forms.

CREST members who wish to apply to acquire some or all of their entitlements to Ordinary Shares should refer to the CREST Manual for further information on the CREST procedures referred to below. Should you need advice with regard to these procedures, please contact the Receiving Agent on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. **Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.**

If you are a CREST sponsored member you should consult your CREST sponsor if you wish to apply for Ordinary Shares as only your CREST sponsor will be able to take the necessary action to make this application in CREST.

#### 4.2.2 Market claims

The Open Offer Entitlements and Excess CREST Open Offer Entitlements will each constitute a separate security for the purposes of CREST. Although Open Offer Entitlements and Excess CREST Open Offer Entitlements will be admitted to CREST and be enabled for settlement, applications in respect of Open Offer Entitlements may only be made by the Qualifying Shareholder originally entitled or by a person entitled by virtue of a *bona fide* market claim transaction. Transactions identified by the CREST Claims Processing Unit as “cum” the Open Offer Entitlements will generate an appropriate market claim transaction and the relevant Open Offer Entitlement(s) will thereafter be transferred accordingly.

Excess CREST Open Offer Entitlements will not be subject to Euroclear’s market claims process. Eligible CREST Shareholders claiming Excess CREST Open Offer Entitlements by virtue of a *bona fide* market claim are advised to contact the Receiving Agent to request a credit of the appropriate number of entitlements to their CREST account.

#### 4.2.3 Excess Application Facility

Qualifying Shareholders may apply to acquire Excess New Shares using the Excess Application Facility, should they wish. The Excess Application Facility enables Qualifying CREST Shareholders to apply for Excess New Shares in excess of their Open Offer Entitlement.

A credit of Excess CREST Open Offer Entitlements will be made to each Qualifying CREST Shareholder; if a Qualifying CREST Shareholder would like to apply for a larger Excess CREST Open Offer Entitlement such Qualifying CREST Shareholder should contact the Receiving Agent and arrange for a further credit of Excess CREST Open Offer Entitlements to be made, subject at all times to the maximum number of Excess CREST Open Offer Entitlements available.

An Excess CREST Open Offer Entitlement may not be sold or otherwise transferred. Subject as provided in paragraph 6 of these terms and conditions in relation to Overseas Shareholders, the CREST accounts of Qualifying CREST Shareholders will be credited with an Excess CREST Open Offer Entitlement in order for any applications for Excess New Shares to be settled through CREST.

Qualifying CREST Shareholders should note that, although the Open Offer Entitlements and the Excess CREST Open Offer Entitlements will be admitted to CREST, they will have limited settlement capabilities (for the purposes of market claims only). Neither the Open Offer Entitlements nor the Excess CREST Open Offer Entitlements will be tradable or listed and applications in respect of the Open Offer may only be made by the Qualifying Shareholders originally entitled or by a person entitled by virtue of a *bona fide* market claim.

To apply for Excess New Shares pursuant to the Excess Application Facility, Qualifying CREST Shareholders should follow the instructions in paragraphs 4.2.5 and 4.2.6 below and must not return a paper form and cheque.

#### 4.2.4 Unmatched Stock Event (“USE”) instructions

Qualifying CREST Shareholders who are CREST members and who want to apply for Ordinary Shares in respect of all or some of their Open Offer Entitlements and/or Excess CREST Open Offer Entitlements must send (or, if they are CREST sponsored members, procure that their CREST sponsor sends) a USE instruction to Euroclear which, on its settlement, will have the following effect:

- 4.2.4.1 the crediting of a stock account of the Receiving Agent under the participant ID and member account ID specified below, with a number of Open Offer Entitlements and Excess CREST Open Offer Entitlements corresponding to the number of Ordinary Shares applied for; and
- 4.2.4.2 the creation of a CREST payment, in accordance with the CREST payment arrangements in favour of the payment bank of the Receiving Agent in respect of the amount specified in the USE instruction which must be the full amount payable on application for the number of Ordinary Shares referred to in 4.2.4.1 above.

#### 4.2.5 Content of USE instruction in respect of Open Offer Entitlements

The USE instruction must be properly authenticated in accordance with Euroclear’s specifications and must contain, in addition to the other information that is required for settlement in CREST, the following details:

- 4.2.5.1 the number of Ordinary Shares for which application is being made (and hence the number of the Open Offer Entitlement(s) being delivered to the Receiving Agent);
- 4.2.5.2 the ISIN of the Open Offer Entitlement. This is GB00BPX2X864;
- 4.2.5.3 the CREST participant ID of the accepting CREST member;
- 4.2.5.4 the CREST member account ID of the accepting CREST member from which the Open Offer Entitlements are to be debited;
- 4.2.5.5 the participant ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 7RA33;
- 4.2.5.6 the member account ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 21714DOW;
- 4.2.5.7 the amount payable by means of a CREST payment on settlement of the USE instruction. This must be the full amount payable on application for the number of new Ordinary Shares referred to in 4.2.5.1 above;
- 4.2.5.8 the intended settlement date. This must be on or before 11.00 a.m. on 21 June 2022; and
- 4.2.5.9 the Corporate Action Number for the Open Offer. This will be available by viewing the relevant corporate action details in CREST.

In order for an application under the Open Offer to be valid, the USE instruction must comply with the requirements as to authentication and contents set out above and must settle on or before 11.00 a.m. on 21 June 2022.

In order to assist prompt settlement of the USE instruction, CREST members (or their CREST sponsors, where applicable) may consider adding the following non-mandatory fields to the USE instruction:

- (A) a contact name and telephone number (in the free format shared note field); and
- (B) a priority of at least 80.

CREST members and, in the case of CREST sponsored members, their CREST sponsors, should note that the last time at which a USE instruction may settle on 21 June 2022 in order to be valid is 11.00 a.m. on that day.

In the event that the Initial Issue does not become unconditional by 8.00 a.m. on 27 June 2022 or such later time and date as the Company and the Joint Bookrunners may agree (being not later than 8.00 a.m. on 31 July 2022), the Initial Issue will lapse, the Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable, but in any event within 14 days thereafter.

#### 4.2.6 **Content of USE instruction in respect of Excess CREST Open Offer Entitlements**

The USE instruction must be properly authenticated in accordance with Euroclear's specifications and must contain, in addition to the other information that is required for settlement in CREST, the following details:

- 4.2.6.1 the number of Excess New Shares for which application is being made (and hence the number of the Excess CREST Open Offer Entitlement(s) being delivered to the Receiving Agent);
- 4.2.6.2 the ISIN of the Excess CREST Open Offer Entitlement. This is GB00BPX2X971;
- 4.2.6.3 the CREST participant ID of the accepting CREST member;
- 4.2.6.4 the CREST member account ID of the accepting CREST member from which the Excess CREST Open Offer Entitlements are to be debited;
- 4.2.6.5 the participant ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 7RA33;
- 4.2.6.6 the member account ID of the Receiving Agent in its capacity as a CREST receiving agent. This is 21714DOW;
- 4.2.6.7 the amount payable by means of a CREST payment on settlement of the USE instruction. This must be the full amount payable on application for the number of Excess New Shares referred to in 4.2.6.1 above;
- 4.2.6.8 the intended settlement date. This must be on or before 11.00 a.m. on 21 June 2022; and
- 4.2.6.9 the Corporate Action Number for the Open Offer. This will be available by viewing the relevant corporate action details in CREST.

In order for an application in respect of an Excess CREST Open Offer Entitlement under the Excess Application Facility to be valid, the USE instruction must comply with the requirements as to authentication and contents set out above and must settle on or before 11.00 a.m. on 21 June 2022.

In order to assist prompt settlement of the USE instruction, CREST members (or their CREST sponsors, where applicable) may consider adding the following non-mandatory fields to the USE instruction:

- (A) a contact name and telephone number (in the free format shared note field); and
- (B) a priority of at least 80.

CREST members and, in the case of CREST sponsored members, their CREST sponsors, should note that the last time at which a USE instruction may settle on 21 June 2022 in order to be valid is 11.00 a.m. on that day. Please note that automated CREST generated claims and buyer protection will not be offered on the Excess CREST Open Offer Entitlement security.

In the event that the Initial Issue does not become unconditional by 8.00 a.m. on 27 June 2022 or such later time and date as the Company and the Joint Bookrunners may agree (being not later than 8.00 a.m. on 31 July 2022), the Initial Issue will lapse, the Excess CREST Open Offer Entitlements admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a Qualifying CREST Shareholder by way of a CREST payment, without interest, as soon as practicable, but in any event within 14 days, thereafter.

#### 4.2.7 **Deposit of Open Offer Entitlements into, and withdrawal from, CREST**

A Qualifying non-CREST Shareholder's entitlement under the Open Offer as shown by the number of Open Offer Entitlements set out in his/her Open Offer Application Form may be deposited into CREST (either into the account of the Qualifying non-CREST Shareholder named in the Open Offer Application Form or into the name of a person entitled by virtue of a *bona fide* market claim), provided that such Qualifying non-CREST Shareholder is also a CREST member. Similarly, Open Offer Entitlements and Excess CREST Open Offer Entitlements held in CREST may be withdrawn from CREST so that the entitlement under the Open Offer is reflected in an Open Offer Application Form. Normal CREST procedures (including timings) apply in relation to any such deposit or withdrawal, subject (in the case of a deposit into CREST) as set out in the Open Offer Application Form.

A holder of an Open Offer Application Form who is proposing to deposit the entitlement set out in such form into CREST is recommended to ensure that the deposit procedures are implemented in sufficient time to enable the person holding or acquiring the Open Offer Entitlements and the entitlement to apply under the Excess Application Facility following their deposit into CREST to take all necessary steps in connection with taking up the entitlement prior to 11.00 a.m. on 21 June 2022. After depositing their Open Offer Entitlement into their CREST account, CREST holders will, shortly after that, receive a credit for their Excess CREST Open Offer Entitlement, which will be managed by the Receiving Agent.

In particular, having regard to normal processing times in CREST and on the part of the Receiving Agent: (i) the recommended latest time for depositing an Open Offer Application Form with the CREST Courier and Sorting Service, where the person entitled wishes to hold the entitlement under the Open Offer set out in such Open Offer Application Form as Open Offer Entitlements and Excess CREST Open Offer Entitlements in CREST, is 3.00 p.m. on 16 June 2022; and (ii) the recommended latest time for receipt by Euroclear of a dematerialised instruction requesting withdrawal of Open Offer Entitlements and Excess CREST Open Offer Entitlements from CREST is 4.30 p.m. on 15 June 2022 – in either case so as to enable the person acquiring or (as appropriate) holding the Open Offer Entitlements and Excess CREST Open Offer Entitlements following the deposit or withdrawal (whether as shown in an Open Offer Application Form or held in CREST) to take all necessary steps in connection with applying in respect of the Open Offer Entitlements or Excess CREST Open Offer Entitlements, as the case may be, prior to 11.00 a.m. on 21 June 2022. CREST holders inputting the withdrawal of their Open Offer Entitlement from their CREST account must ensure that they withdraw both their Open Offer Entitlements and the Excess CREST Open Offer Entitlements.

Delivery of an Open Offer Application Form with the CREST deposit form duly completed whether in respect of a deposit into the account of the Qualifying non-CREST Shareholder named in the Open Offer Application Form or into the name of another person in respect of a *bona fide* market claim, shall constitute a representation and warranty to the Company and the Receiving Agent by the relevant CREST member(s) that it/they is/are not in breach of the provisions of the notes under the paragraph headed "Instructions for depositing entitlements under the Open Offer into CREST" on page 3 of the Open Offer Application Form, and a declaration to the Company and the Receiving Agent from the relevant CREST member(s) that it/they is/are not in the United States or any other Excluded Territory, or citizen(s) or resident(s) of, the United States or any other Excluded Territory or any jurisdiction in which the application for Ordinary Shares is prevented by law and, where such deposit is made by a beneficiary of a market claim, a representation and warranty that the relevant CREST member(s) is/are entitled to apply under the Open Offer and the Excess Application Facility by virtue of a *bona fide* market claim.

#### 4.2.8 **Validity of application**

A USE instruction complying with the requirements as to authentication and contents set out above which settles by no later than 11.00 a.m. on 21 June 2022 will constitute a valid and irrevocable (subject to statutory rights of withdrawal) application under the Open Offer.

#### 4.2.9 **CREST procedures and timings**

CREST members and (where applicable) their CREST sponsors should note that Euroclear does not make available special procedures in CREST for any particular corporate action. Normal system timings and limitations will therefore apply in relation to the input of a USE instruction and its settlement in connection with the Open Offer and the Excess Application Facility. It is the responsibility of the CREST member concerned to take (or, if the CREST member is a CREST sponsored member, to procure that his/her CREST sponsor takes) such action as shall be necessary to ensure that a valid application is made as stated above and settled by 11.00 a.m. on 21 June 2022. In this connection CREST members and (where applicable) their CREST sponsors are referred in particular to those sections of the CREST Manual concerning practical limitations of the CREST system and timings.

#### 4.2.10 **Incorrect or incomplete applications**

If a USE instruction includes a CREST payment for an incorrect sum, the Company, through the Receiving Agent, reserves the right:

- 4.2.10.1 to reject the application in full and refund the payment to the CREST member in question (without interest);
- 4.2.10.2 in the case that an insufficient sum is paid, to treat the application as a valid application for such lesser whole number of Ordinary Shares as would be able to be applied for with that payment at the Initial Issue Price, refunding any unutilised sum to the CREST member in question (without interest); and
- 4.2.10.3 in the case that an excess sum is paid, to treat the application as a valid application for all the Ordinary Shares referred to in the USE instruction, refunding any unutilised sum to the CREST member in question (without interest).

#### 4.2.11 **Effect of valid application**

A CREST member who makes or is treated as making a valid application in accordance with the above procedures thereby:

- 4.2.11.1 represents and warrants to the Company and the Joint Bookrunners that he/she has the right, power and authority, and has taken all action necessary, to make the application under the Open Offer and, if applicable, the Excess Application Facility and to execute, deliver and exercise his/her rights, and perform his/her obligations under any contracts resulting therefrom and that he/she is not a person otherwise prevented by legal or regulatory restrictions from applying for Ordinary Shares or acting on behalf of any such person on a non-discretionary basis;
- 4.2.11.2 agrees with the Company and the Joint Bookrunners to pay the amount payable on application in accordance with the above procedures by means of a CREST payment in accordance with the CREST payment arrangements (it being acknowledged that the payment to the Receiving Agent's payment bank in accordance with the CREST payment arrangements shall, to the extent of the payment, discharge in full the obligation of the CREST member to pay to the Company the amount payable on application);
- 4.2.11.3 agrees with the Company and the Joint Bookrunners that all applications and contracts resulting therefrom under the Open Offer and the Excess Application Facility and any non-contractual obligations arising under or in connection therewith shall be governed by, and construed in accordance with, the laws of England;
- 4.2.11.4 confirms to the Company and the Joint Bookrunners that in making the application he/she is not relying on any information or representation in relation to the Company other than that contained in the Prospectus and any supplementary prospectus, published by the Company prior to Initial Admission and the applicant accordingly agrees that no person responsible solely or jointly for the Prospectus or any such supplementary prospectus or any part thereof, or involved in the preparation thereof, shall have any liability for any such information or

representation not so contained and further agrees that, having had the opportunity to read the Prospectus and any such supplementary prospectus, he/she will be deemed to have had notice of all the information in relation to the Company contained in the Prospectus (including matters incorporated by reference) and any such supplementary prospectus;

- 4.2.11.5 represents and warrants to the Company and the Joint Bookrunners that he/she is the Qualifying Shareholder originally entitled to the Open Offer Entitlement and Excess CREST Open Offer Entitlement or that he/she has received such Open Offer Entitlement and Excess CREST Open Offer Entitlements by virtue of a *bona fide* market claim;
- 4.2.11.6 represents and warrants to the Company and the Joint Bookrunners that if he/she has received some or all his/her Open Offer Entitlement and Excess CREST Open Offer Entitlement from a person other than the Company, he/she is entitled to apply under the Open Offer and the Excess Application Facility in relation to such Open Offer Entitlement and Excess CREST Open Offer Entitlement by virtue of a *bona fide* market claim;
- 4.2.11.7 requests that the Ordinary Shares to which he/she will become entitled be issued to him/her on the terms set out in this Securities Note, subject to the Articles;
- 4.2.11.8 represents and warrants to the Company, the Receiving Agent and the Joint Bookrunners that: (i) he/she is not, nor is he/she applying for the account or benefit of, or acting on a non-discretionary basis on behalf of, any person who is (A) a U.S. Person or (B) within, or is a resident of, or is a corporation, partnership or other entity created or organised in or under the laws of, the United States or any other Excluded Territory; (ii) he/she is acquiring the Ordinary Shares for his/her own account and is not applying with a view to reoffering, reselling, transferring or delivering any of the Ordinary Shares which are the subject of his/her application (y) in or into the United States or to, or for the benefit of, a person who is a U.S. Person or (z) within any other Excluded Territory, or to, or for the benefit of, a person who is a resident of, or which is a corporation, partnership or other entity created or organised in or under any laws of, any Excluded Territory (except where proof satisfactory to the Company has been provided to the Company that he/she is able to accept the invitation by the Company free of any requirement which the Company (in its absolute discretion) regards as unduly burdensome); and (iii) he/she is not otherwise prevented by legal or regulatory restrictions from applying for Ordinary Shares under the Open Offer or the Excess Application Facility;
- 4.2.11.9 represents and warrants to the Company and the Joint Bookrunners that he/she is not, and nor is he/she applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the Stamp Duty Reserve Tax Regulations 1986 at any of the increased rates referred to in section 93 (depository receipts) or section 96 (clearance services) of the Finance Act 1986; and
- 4.2.11.10 confirms that in making the application he/she is not relying and has not relied on Singer or Winterflood or any person affiliated with Singer or Winterflood in connection with any investigation of the accuracy of any information contained in the Prospectus or any supplementary prospectus published by the Company prior to Initial Admission or his/her investment decision.

#### **4.2.12 Company's discretion as to the rejection and validity of applications**

The Company may in its sole discretion:

- 4.2.12.1 treat as valid (and binding on the CREST member concerned) an application which does not comply in all respects with the requirements as to validity set out or referred to in this Part 4;

- 4.2.12.2 accept an alternative properly authenticated dematerialised instruction from a CREST member or (where applicable) a CREST sponsor as constituting a valid application in substitution for or in addition to a USE instruction and subject to such further terms and conditions as the Company may determine;
- 4.2.12.3 treat a properly authenticated dematerialised instruction (in this sub-paragraph the “first instruction”) as not constituting a valid application if, at the time at which the Registrar receives a properly authenticated dematerialised instruction giving details of the first instruction or thereafter, either the Company or the Receiving Agent has received actual notice from Euroclear of any of the matters specified in Regulation 35(5)(a) of the CREST Regulations in relation to the first instruction. These matters include notice that any information contained in the first instruction was incorrect or notice of lack of authority to send the first instruction; and
- 4.2.12.4 accept an alternative instruction or notification from a CREST member or CREST sponsored member or (where applicable) a CREST sponsor, or extend the time for settlement of a USE instruction or any alternative instruction or notification, in the event that, for reasons or due to circumstances outside the control of any CREST member or CREST sponsored member or (where applicable) CREST sponsor, the CREST member or CREST sponsored member is unable validly to apply for new Ordinary Shares by means of the above procedures. In normal circumstances, this discretion is only likely to be exercised in the event of any interruption, failure of breakdown of CREST (or any part of CREST) or on the part of the facilities and/or systems operated by the Receiving Agent in connection with CREST.

#### 4.2.13 **Lapse of the Open Offer and Excess Application Facility**

In the event that the Initial Issue does not become unconditional by 8.00 a.m. on 27 June 2022 or such later time and date as the Company and the Joint Bookrunners may agree (being not later than 8.00 a.m. on 31 July 2022), the Initial Issue will lapse, the Open Offer Entitlements and the Excess CREST Open Offer Entitlement admitted to CREST will be disabled and the Receiving Agent will refund the amount paid by a CREST Shareholder by way of a CREST payment, without interest, as soon as practicable, but in any event within 14 days, thereafter.

## 5 **MONEY LAUNDERING REGULATIONS**

### 5.1 **Holders of Application Forms**

To ensure compliance with the Money Laundering Regulations, the Receiving Agent may require, at its absolute discretion, verification of the identity of the person by whom or on whose behalf the Open Offer Application Form is lodged with payment (which requirements are referred to below as the “verification of identity requirements”). If the Open Offer Application Form is submitted by a UK regulated broker or intermediary acting as agent and which is itself subject to the Money Laundering Regulations, any verification of identity requirements are the responsibility of such broker or intermediary and not of the Receiving Agent. In such case, the lodging agent’s stamp should be inserted on the Open Offer Application Form.

Anti-money laundering checks are required by law to be performed on certain financial transactions. The checks are performed to make sure investors are genuinely who they say they are and that any application monies have not been acquired illegally or that the Receiving Agent itself is not being used as part of criminal activity, most commonly the placement, layering and integration of illegally obtained money.

While these checks can be carried out at any time, they are usually only performed when dealing with application values above a certain threshold, commonly referred to as the anti-money laundering threshold which is the sterling equivalent of €15,000 (currently approximately £13,000).

Money laundering checks may require an investor to provide an original or certified copy of their passport, driving licence and recent bank statements to support any enquiries made of the Credit Reference Agencies. A money laundering check does not mean the investor is

suspected of anything illegal, and, there is nothing to worry about. The checks made at credit reference agencies leave an 'enquiry footprint' – an indelible record so that the investor can see who has checked them out. The enquiry footprint does not have any impact on their credit score or on their ability to get credit.

Anti-Money Laundering Checks appear as an enquiry/soft search on the investor's credit report. The report may contain a note saying "Identity Check to comply with Anti Money Laundering Regulations".

The person lodging the Open Offer Application Form with payment and in accordance with the other terms as described above (the "acceptor"), including any person who appears to the Receiving Agent to be acting on behalf of some other person, accepts the Open Offer in respect of such number of Ordinary Shares as is referred to therein (for the purposes of this paragraph 5 the "relevant new Ordinary Shares") and shall thereby be deemed to agree to provide the Receiving Agent with such information and other evidence as the Receiving Agent may require to satisfy the verification of identity requirements.

If the Receiving Agent determines that the verification of identity requirements apply to any acceptor or application, the relevant new Ordinary Shares (notwithstanding any other term of the Open Offer and the Excess Application Facility) will not be issued to the relevant acceptor unless and until the verification of identity requirements have been satisfied in respect of that acceptor or application. The Receiving Agent is entitled, in its absolute discretion, to determine whether the verification of identity requirements apply to any acceptor or application and whether such requirements have been satisfied, and neither the Receiving Agent nor the Company will be liable to any person for any loss or damage suffered or incurred (or alleged), directly or indirectly, as a result of the exercise of such discretion.

If the verification of identity requirements apply, failure to provide the necessary evidence of identity within a reasonable time may result in delays in the despatch of share certificates or in crediting CREST accounts. If, within a reasonable time following a request for verification of identity, the Receiving Agent has not received evidence satisfactory to it as aforesaid, the Company may, in its absolute discretion, treat the relevant application as invalid, in which event the monies payable on acceptance of the Open Offer or under the Excess Application Facility will be returned (at the acceptors risk) without interest to the account of the bank or building society on which the relevant cheque or banker's draft was drawn.

**Submission of an Open Offer Application Form with the appropriate remittance will constitute a warranty to each of the Company, the Receiving Agent, Singer and Winterflood from the applicant that the Money Laundering Regulations will not be breached by application of such remittance.**

The verification of identity requirements will not usually apply:

- 5.1.1 if the applicant is an organisation required to comply with the Money Laundering Regulations;
- 5.1.2 if the acceptor is a regulated United Kingdom broker or intermediary acting as agent and is itself subject to the Money Laundering Regulations;
- 5.1.3 if the applicant (not being an applicant who delivers his/her application in person) makes payment by way of a cheque drawn on an account in the applicant's name; or
- 5.1.4 if the aggregate subscription price for the Ordinary Shares is less than €15,000 (approximately £13,000).

In other cases the verification of identity requirements may apply. If payment is made by cheque or banker's draft in Sterling drawn on a branch in the United Kingdom of a bank or building society which bears a UK bank sort code number in the top right hand corner the following applies. Cheques should be made payable to "LMS re: DORE PLC – Open Offer 2022 A/C" and crossed "A/C payee only". Third party cheques may not be accepted with the exception of building society cheques or bankers' drafts where the building society or bank has confirmed the name of the account holder by stamping or endorsing the back of the cheque/banker's draft to such effect. The account name should be the same as that shown on the Open Offer Application Form.

If you have any queries in this regard, please contact the Receiving Agent on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. **Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.**

If the Open Offer Application Form(s) is/are in respect of Ordinary Shares under the Open Offer with an aggregate subscription price of the Sterling equivalent of €15,000 (approximately £13,000) or more and is/are lodged by hand by the acceptor in person, or if the Open Offer Application Form(s) in respect of Ordinary Shares is/are lodged by hand by the acceptor and the accompanying payment is not the acceptor's own cheque, he/she should ensure that he/she has with him/her evidence of identity bearing his/her photograph (for example, his/her passport) and separate evidence of his/her address.

If, within a reasonable period of time following a request for verification of identity, and in any case by no later than 11.00 a.m. on 21 June 2022, the Receiving Agent has not received evidence satisfactory to it as aforesaid, the Receiving Agent under instructions from the Company may, at its discretion, reject the relevant application, in which event the monies submitted in respect of that application will be returned, at the risk of the applicant, without interest to the account at the drawee bank from which such monies were originally debited (without prejudice to the rights of the Company to undertake proceedings to recover monies in respect of the loss suffered by it as a result of the failure to produce satisfactory evidence as aforesaid).

## 5.2 **Open Offer Entitlements in CREST**

If an applicant holds his/her Open Offer Entitlement and Excess CREST Open Offer Entitlements in CREST and applies for Ordinary Shares in respect of some or all of his/her Open Offer Entitlement and Excess CREST Open Offer Entitlements as agent for one or more persons and the applicant is not a UK or EU regulated person or institution (e.g. a UK financial institution), then, irrespective of the value of the application, the Receiving Agent is obliged to take reasonable measures to establish the identity of the person or persons on whose behalf the applicant is making the application. Applicants must therefore contact the Receiving Agent before sending any USE or other instruction so that appropriate measures may be taken.

Submission of a USE instruction which on its settlement constitutes a valid application as described above constitutes a warranty and undertaking by the applicant to the Company, the Receiving Agent, Singer and Winterflood to provide promptly to the Receiving Agent such information as may be specified by the Receiving Agent as being required for the purposes of the Money Laundering Regulations. Pending the provision of evidence satisfactory to the Receiving Agent as to identity, the Receiving Agent may in its absolute discretion take, or omit to take, such action as it may determine to prevent or delay issue of the Ordinary Shares concerned. If satisfactory evidence of identity has not been provided within a reasonable time, then the application for the Ordinary Shares represented by the USE instruction will not be valid. This is without prejudice to the right of the Company to take proceedings to recover any loss suffered by it as a result of failure to provide satisfactory evidence.

## 6 **OVERSEAS SHAREHOLDERS**

This Securities Note has been approved by the FCA in accordance with the UK Prospectus Regulation. The information set out in this paragraph 6 is intended as a general guide only and any Overseas Shareholders who are in any doubt as to their position should consult their professional advisers without delay.

### 6.1 **General**

**The distribution of the Prospectus and the making of the Open Offer and the Excess Application Facility to persons who have registered addresses in, or who are resident or ordinarily resident in, or citizens of, or which are corporations, partnerships or**

**other entities created or organised under the laws of countries other than the United Kingdom or to persons who are nominees, agents, custodians, trustees or guardians for citizens, residents in or nationals of countries other than the United Kingdom may be affected by the laws or regulatory requirements of the relevant jurisdictions. Those persons should consult their professional advisers as to whether they require any governmental or other consents or need to observe any applicable legal requirements or other formalities to enable them to apply for new Ordinary Shares under the Open Offer or the Excess Application Facility.**

No action has been or will be taken by the Company, Singer, Winterflood or any other person, to permit a public offering or distribution of the Prospectus (or any other offering or publicity materials or application form(s) relating to the Ordinary Shares under the Open Offer or the Excess Application Facility, or Ordinary Shares to be issued under the Initial Offer for Subscription or the Initial Intermediaries Offer) in any jurisdiction where action for that purpose may be required, other than in the United Kingdom.

No public offer of Ordinary Shares is being made by virtue of the Prospectus or the Open Offer Application Form in or into the United States or any other Excluded Territory.

Receipt of the Prospectus and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST will not constitute an invitation or offer of securities for subscription, sale or purchase in those jurisdictions in which it would be illegal to make such an invitation or offer and, in those circumstances, the Prospectus and/or the Open Offer Application Form must be treated as sent for information only and should not be copied or redistributed.

Open Offer Application Forms will not be sent to, and Open Offer Entitlements and Excess CREST Open Offer Entitlements will not be credited to stock accounts in CREST of, persons with registered addresses in the United States or any other Excluded Territory or their agent or intermediary, except where the Company is satisfied that such action would not result in the contravention of any registration or other legal requirement in any jurisdiction.

No person receiving a copy of the Prospectus and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements and/or Excess CREST Open Offer Entitlements to a stock account in CREST in any territory other than the United Kingdom may treat the same as constituting an invitation or offer to him/her, nor should he/she in any event use any such Open Offer Application Form and/or credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST unless, in the relevant territory, such an invitation or offer could lawfully be made to him/her and such Open Offer Application Form and/or credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST could lawfully be used, and any transaction resulting from such use could be effected, without contravention of any registration or other legal or regulatory requirements. In circumstances where an invitation or offer would contravene any registration or other legal or regulatory requirements, the Prospectus and/or the Open Offer Application Form must be treated as sent for information only and should not be copied or redistributed.

It is the responsibility of any person (including, without limitation, custodians, agents, nominees and trustees) outside the United Kingdom wishing to apply for Ordinary Shares under the Open Offer or the Excess Application Facility to satisfy himself/herself as to the full observance of the laws of any relevant territory in connection therewith, including obtaining any governmental or other consents that may be required, observing any other formalities required to be observed in such territory and paying any issue, transfer or other taxes due in such territory.

Neither the Company nor Singer nor Winterflood nor any of their respective representatives is making any representation to any offeree or purchaser of the Ordinary Shares in respect of the Open Offer regarding the legality of an investment in the Ordinary Shares by such offeree or purchaser under the laws applicable to such offeree or purchaser.

Persons (including, without limitation, custodians, agents, nominees and trustees) receiving a copy of the Prospectus and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST, in connection with the Open Offer, the Excess Application Facility or otherwise, should not

distribute or send either of those documents nor transfer Open Offer Entitlements or Excess CREST Open Offer Entitlements in or into any jurisdiction where to do so would or might contravene local securities laws or regulations. If a copy of the Prospectus and/or an Open Offer Application Form and/or a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST is received by any person in any such territory, or by his/her custodian, agent, nominee or trustee, he/she must not seek to apply for Ordinary Shares in respect of the Open Offer or under the Excess Application Facility unless the Company or the Joint Bookrunners determine that such action would not violate applicable legal or regulatory requirements. Any person (including, without limitation, custodians, agents, nominees and trustees) who does forward a copy of the Prospectus and/or an Open Offer Application Form and/or transfers Open Offer Entitlements or Excess CREST Open Offer Entitlements into any such territory, whether pursuant to a contractual or legal obligation or otherwise, should draw the attention of the recipient to the contents of this Part 4 and specifically the contents of this paragraph 6.

The Company reserves the right to treat as invalid any application or purported application for Ordinary Shares in respect of the Open Offer or under the Excess Application Facility that appears to the Company or its agents to have been executed, effected, or despatched from or in relation to the United States or any other Excluded Territory or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements or if it provides an address for delivery of the share certificates relating to Ordinary Shares (or in the case of a credit of Open Offer Entitlements or Excess CREST Open Offer Entitlements to a stock account in CREST, to a CREST member whose registered address would be), in the United States or any other Excluded Territory or any other jurisdiction outside the United Kingdom in which it would be unlawful to deliver such share certificates or make such a credit.

Notwithstanding any other provision of this Securities Note or the relevant Open Offer Application Form, the Company reserves the right to permit any person to apply for Ordinary Shares in respect of the Open Offer or under the Excess Application Facility if the Company, in its sole and absolute discretion, is satisfied that the transaction in question is exempt from, or not subject to, the legislation or regulations giving rise to the restrictions in question.

Overseas Shareholders who wish, and are permitted, to apply for Ordinary Shares in respect of the Open Offer should note that payment must be made in Sterling denominated cheques or bankers' drafts or where such Overseas Shareholder is a CREST Shareholder, through CREST.

## **6.2 United States**

The Ordinary Shares available under the Open Offer have not been and will not be registered under the U.S. Securities Act or under any laws of, or with any securities regulatory authority of, any state or other jurisdiction of the United States and, accordingly, may not be offered, sold, re-sold, transferred or delivered, directly or indirectly, in, into or within the United States.

Accordingly, the Company is not extending the Open Offer into the United States and neither the Prospectus nor the Open Offer Application Form constitutes or will constitute an offer or an invitation to apply for or an offer or an invitation to acquire any Ordinary Shares in the United States. Neither the Prospectus nor an Open Offer Application Form, will be sent to, and no Ordinary Shares available under the Open Offer will be credited to, a stock account in CREST of, any Shareholder with a registered address in the United States. Open Offer Application Forms sent from or postmarked in the United States will be deemed to be invalid and all persons acquiring Ordinary Shares under the Open Offer and wishing to hold such Ordinary Shares in registered form must provide an address for registration of the Ordinary Shares issued upon exercise thereof outside the United States.

Any person who acquires Ordinary Shares under the Open Offer or Excess Application Facility declares, warrants and agrees, by accepting delivery of the Prospectus or the Open Offer Application Form and delivery of the Ordinary Shares, that they are not, and that at the

time of acquiring the Ordinary Shares under the Open Offer they will not be in the United States or acting on behalf of, or for the account or benefit of a person on a non-discretionary basis in the United States or any state of the United States.

The Company reserves the right to treat as invalid any Open Offer Application Form that appears to the Company or its agents to have been executed in, or despatched from, the United States, or that provides an address in the United States for the receipt of Ordinary Shares under the Open Offer or the Excess Application Facility, or which does not make the warranty set out in the Open Offer Application Form to the effect that the person completing the Open Offer Application Form does not have a registered address and is not otherwise located in the United States and is not acquiring the Ordinary Shares under the Open Offer or the Excess Application Facility with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such Ordinary Shares in the United States or where the Company believes acceptance of such Open Offer Application Form may infringe applicable legal or regulatory requirements.

The Company will not be bound to allot or issue any Ordinary Shares under the Open Offer to any person with an address in, or who is otherwise located in, the United States in whose favour an Open Offer Application Form or any Ordinary Shares issued pursuant to the Open Offer or the Excess Application Facility may be transferred. In addition, the Company and the Joint Bookrunners reserve the right to reject any USE instruction sent by or on behalf of any CREST member with a registered address in, or who is otherwise located in, the United States in respect of the Ordinary Shares available under the Open Offer or the Excess Application Facility.

### 6.3 **Other Excluded Territories**

Due to restrictions under the securities laws of the other Excluded Territories, Shareholders who have a registered address in, or who are resident or ordinarily resident in, or citizens of, any Excluded Territory, will not qualify to participate in the Open Offer or under the Excess Application Facility and will not be sent an Open Offer Application Form nor will their stock accounts in CREST be credited with Open Offer Entitlements or Excess CREST Open Offer Entitlements.

The Ordinary Shares available under the Open Offer have not been and will not be registered under the relevant laws of any Excluded Territory or any state, province or territory thereof and may not be offered, sold, resold, delivered or distributed, directly or indirectly, in or into any Excluded Territory or to, or for the account or benefit of, any person with a registered address in, or who is resident or ordinarily resident in, or a citizen of, any Excluded Territory except pursuant to an applicable exemption. No offer of Ordinary Shares is being made by virtue of the Prospectus or the Open Offer Application Form into any Excluded Territory.

### 6.4 **Other overseas territories**

Open Offer Application Forms will be sent to Qualifying non-CREST Shareholders and Open Offer Entitlements and Excess CREST Open Offer Entitlements will be credited to the stock account in CREST of Qualifying CREST Shareholders. Shareholders in jurisdictions other than the United Kingdom may, subject to the laws of their relevant jurisdiction, take up Ordinary Shares under the Open Offer or the Excess Application Facility in accordance with the instructions set out in this Securities Note and the Open Offer Application Form.

**Shareholders who have registered addresses in, or who are resident or ordinarily resident in, or citizens of countries other than the United Kingdom should consult appropriate professional advisers as to whether they require any governmental or other consents or need to observe any other formalities to enable them to apply for any Ordinary Shares in respect of the Open Offer or under the Excess Application Facility.**

## **6.5 Representations and warranties relating to Overseas Shareholders**

### **6.5.1 Non-CREST Shareholders**

Any person completing and returning an Open Offer Application Form or requesting registration of the Ordinary Shares comprised therein represents and warrants to the Company, Singer, Winterflood and the Receiving Agent that, except where proof has been provided to the Company's satisfaction that such person's use of the Open Offer Application Form will not result in the contravention of any applicable legal requirements in any jurisdiction: (i) such person is not requesting registration of the relevant Ordinary Shares from within the United States or any other Excluded Territory; (ii) such person is not in any territory in which it is unlawful to make or accept an offer to acquire new Ordinary Shares in respect of the Open Offer or under the Excess Application Facility or to use the Open Offer Application Form in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person located within the United States or any other Excluded Territory (except as agreed with the Company) or any territory referred to in (ii) above at the time the instruction to accept was given; and (iv) such person is not acquiring Ordinary Shares under the Open Offer with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such Ordinary Shares into any of the above territories. The Company and/or the Receiving Agent may treat as invalid any acceptance or purported acceptance of the allotment of Ordinary Shares comprised in an Open Offer Application Form or under the Excess Application Facility if it: (i) appears to the Company or its agents to have been executed, effected or despatched from the United States or any other Excluded Territory or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements; or (ii) provides an address in the United States or any other Excluded Territory for delivery of the share certificates (or any other jurisdiction outside the United Kingdom in which it would be unlawful to deliver such share certificates); or (iii) purports to exclude the warranty required by this sub-paragraph 6.5.1.

### **6.5.2 CREST Shareholders**

A CREST member or CREST sponsored member who makes a valid acceptance in accordance with the procedures set out in this Part 4 represents and warrants to the Company, Singer, Winterflood and the Receiving Agent that, except where proof has been provided to the Company's satisfaction that such person's acceptance will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) such person is not located within the United States or any other Excluded Territory; (ii) such person is not in any territory in which it is unlawful to make or accept an offer to acquire Ordinary Shares under the Open Offer or under the Excess Application Facility; (iii) such person is not accepting on a non-discretionary basis for a person located within the United States or any other Excluded Territory (except as otherwise agreed with the Company) or any territory referred to in (ii) above at the time the instruction to accept was given; and (iv) such person is not acquiring any Ordinary Shares under the Open Offer or under the Excess Application Facility with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any such Ordinary Shares into any of the above territories.

## **6.6 Waiver**

The provisions of this paragraph 6 and of any other terms of the Open Offer and the Excess Application Facility relating to Overseas Shareholders may be waived, varied or modified as regards specific Shareholders or on a general basis by the Company and/or Singer and Winterflood in their absolute discretion. Subject to this, the provisions of this paragraph 6 supersede any terms of the Open Offer and the Excess Application Facility inconsistent herewith. References in this paragraph 6 to Shareholders shall include references to the person or persons executing an Open Offer Application Form and, in the event of more than one person executing an Open Offer Application Form, the provisions of this paragraph 6 shall apply to them jointly and to each of them.

## **7 WITHDRAWAL RIGHTS**

There are only limited rights of withdrawal associated with the Initial Issue. Shareholders wishing to exercise or direct the exercise of statutory withdrawal rights pursuant to Article 23 of the UK

Prospectus Regulation after the publication by the Company of a prospectus supplementary to the Prospectus prior to Initial Admission shall have at least four clear Business Days to lodge a written notice of withdrawal commencing on the Business Day after the date on which the supplementary prospectus is published. The notice of withdrawal must be deposited by post to Link Group, Corporate Actions, 10<sup>th</sup> Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL or by emailing [withdraw@linkgroup.co.uk](mailto:withdraw@linkgroup.co.uk) so as to be received before the end of the withdrawal period. Please call the Receiving Agent on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. **Please note that Link cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.** Notice of withdrawal given by any other means or which is deposited with the Receiving Agent after expiry of such period will not constitute a valid withdrawal, provided that the Company will not permit the exercise of withdrawal rights after payment by the relevant person for the Ordinary Shares applied for in full and the allotment of such Ordinary Shares to such person becoming unconditional save to the extent required by statute. In such event, Shareholders are advised to seek independent legal advice.

## **8 ADMISSION, SETTLEMENT AND DEALINGS**

The result of the Initial Issue is expected to be announced on 24 June 2022. Applications will be made to the FCA for the Ordinary Shares to be issued pursuant to the Initial Issue to be admitted to the premium listing segment on the Official List and to the London Stock Exchange for such Ordinary Shares to be admitted to trading on the premium segment of the London Stock Exchange's main market. It is expected that Initial Admission will become effective, and that dealings in the Ordinary Shares will commence, at 8.00 a.m. on 27 June 2022.

Open Offer Entitlements held in CREST are expected to be disabled in all respects after 11.00 a.m. on 21 June 2022 (the latest date for applications under the Open Offer). If the condition(s) to the Open Offer described above are satisfied, Ordinary Shares will be issued in uncertificated form to those persons who submitted a valid application for Ordinary Shares under the Open Offer by utilising the CREST application procedures and whose applications have been accepted by the Company. The Receiving Agent will instruct Euroclear to credit the appropriate stock accounts of such persons with such persons' entitlements to Ordinary Shares with effect from Initial Admission (expected to be at 8.00 a.m. on 27 June 2022). The stock accounts to be credited will be accounts under the same CREST participant IDs and CREST member account IDs in respect of which the USE instruction was given.

Notwithstanding any other provision of this Securities Note, the Company reserves the right to send Qualifying CREST Shareholders an Open Offer Application Form instead of crediting the relevant stock account with Open Offer Entitlements and Excess CREST Open Offer Entitlements, and to allot and/or issue any Ordinary Shares in certificated form. In normal circumstances, this right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST (or of any part of CREST) or on the part of the facilities and/or systems operated by the Registrar in connection with CREST.

For Qualifying non-CREST Shareholders who have applied by using an Open Offer Application Form, share certificates in respect of the Ordinary Shares validly applied for are expected to be despatched in the week commencing 4 July 2022. No temporary documents of title will be issued and, pending the issue of definitive certificates, transfers will be certified against the UK share register of the Company. All documents or remittances sent by or to applicants or as they may direct, will be sent through the post at their own risk. For more information as to the procedure for application, Qualifying non-CREST Shareholders are referred to paragraph 4.1 above and their respective Open Offer Application Form.

## **9 TIMES AND DATES**

The Company shall, in agreement with the Joint Bookrunners and after consultation with its financial and legal advisers, be entitled to amend the dates that Open Offer Application Forms are despatched or amend or extend the latest date for acceptance under the Open Offer and all related dates set out in this Securities Note and in such circumstances shall notify the FCA and make an

announcement on an RIS and, if appropriate, to Shareholders but Qualifying Shareholders may not receive any further written communication.

## **10 TAXATION**

Certain statements regarding United Kingdom taxation in respect of the Ordinary Shares and the Open Offer are set out in Part 6 of this Securities Note. Shareholders who are in any doubt as to their tax position in relation to taking up their entitlements under the Open Offer or who are subject to tax in any jurisdiction other than the United Kingdom, should immediately consult a suitable professional adviser.

## **11 FURTHER INFORMATION**

Your attention is drawn to the further information set out in the Prospectus and also, in the case of Qualifying non-CREST Shareholders and other Shareholders to whom the Company has sent Open Offer Application Forms, to the terms, conditions and other information printed on the accompanying Open Offer Application Form.

## **12 GOVERNING LAW AND JURISDICTION**

The terms and conditions of the Open Offer and the Excess Application Facility as set out in this Securities Note, the Open Offer Application Form and any non-contractual obligation related thereto shall be governed by, and construed in accordance with, English law. The courts of England and Wales are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with the Open Offer, the Excess Application Facility, the Prospectus or the Open Offer Application Form. By taking up Ordinary Shares by way of their Open Offer Entitlement or under the Excess Application Facility, in accordance with the instructions set out in this Securities Note and, where applicable, the Open Offer Application Form, Qualifying Shareholders irrevocably submit to the jurisdiction of the courts of England and Wales and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

## PART 5

### TERMS AND CONDITIONS OF APPLICATION OF EACH OFFER FOR SUBSCRIPTION

#### 1 INTRODUCTION

- 1.1 Applications to acquire Ordinary Shares must be made on the Application Form attached as Appendix 1 to this Securities Note or otherwise published by the Company.
- 1.2 In addition to completing and returning the Application Form to the Receiving Agent, investors who are not existing Shareholders wishing to hold Ordinary Shares in certificated form will also need to complete and return a Tax Residency Self-Certification Form. The "Tax Residency Self-Certification Form (Individuals)" can be found at Appendix 2 at the end of this Securities Note and further copies of this form and the relevant form for joint holdings or corporate entity holdings can be requested from Link Group on +44 (0) 371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of an investment in the Company nor give any financial, legal or tax advice. It is a condition of application that (where applicable) a completed version of the Tax Residency Self-Certification Form is provided with the Offer for Subscription Application Form before any application can be accepted.
- 1.3 **It is a condition of any application under any Offer for Subscription that where relevant a completed version of the relevant form is provided with the Application Form before any application under the relevant Offer for Subscription can be accepted. Offer for Subscription Application Forms that are returned without the completed Tax Residency Self-Certification Form where such form is required will be referred to the Company in respect of the Initial Offer for Subscription, after the Initial Offer for Subscription closes at 1.00 p.m. on 22 June 2022 or in respect of any Subsequent Offer for Subscription, on such date and time as may be specified on the Company's website or by way of an announcement through a Regulatory Information Service. It will then be the Company's decision if these Application Forms can be accepted under the relevant Offer for Subscription.**

#### 2 EFFECT OF APPLICATION

Applications under any Offer for Subscription must be for Ordinary Shares with a minimum subscription of 1,000 Ordinary Shares and thereafter in multiples of 1,000 Ordinary Shares or such lesser number as the Company may determine (at its discretion). Multiple applications will be accepted.

#### 3 OFFER TO ACQUIRE SHARES UNDER EACH OFFER FOR SUBSCRIPTION

- 3.1 By completing and delivering an Application Form, you, as the applicant, and, if you sign the Application Form on behalf of another person or a corporation, that person or corporation:
- 3.1.1 offer to subscribe for such number of Ordinary Shares specified in the box in section 1 on your Application Form, or any smaller number for which such application is accepted at the:
- 3.1.1.1 Initial Issue Price, in respect of the Initial Offer for Subscription; and
- 3.1.1.2 Share Issuance Programme Price, in respect of a Subsequent Offer for Subscription,
- in each case, on the terms, and subject to the conditions, set out in this Securities Note, including these terms and conditions of application and the Articles;
- 3.1.2 agree that, in consideration for the Company agreeing that it will not, prior to the date of Admission of the relevant Ordinary Shares offer any Ordinary Shares to any person other than by means of the procedures referred to in this Securities Note,

your application may not be revoked, subject to your statutory right of withdrawal in the event of publication of a supplementary prospectus by the Company prior to Admission of the relevant Ordinary Shares, and that this paragraph shall constitute a collateral contract between you and the Company which will become binding upon despatch by post to or, in the case of delivery by hand, on receipt by the Receiving Agent of your Application Form;

- 3.1.3 undertake to pay the subscription amount specified in the box in section 1 (in full on application) and warrant that the remittance accompanying your Application Form will be honoured on first presentation and agree that if such remittance is not so honoured you will not be entitled to receive a share certificate for the Ordinary Shares applied for in certificated form or be entitled to commence dealing in Ordinary Shares applied for in uncertificated form or to enjoy or receive any rights in respect of such Ordinary Shares unless and until you make payment in cleared funds for such Ordinary Shares and such payment is accepted by the Receiving Agent (which acceptance shall be in its absolute discretion and on the basis that you indemnify the Receiving Agent, the Company, Singer and Winterflood against all costs, damages, losses, expenses and liabilities arising out of, or in connection with, the failure of your remittance to be honoured on first presentation) and the Company may (without prejudice to any other rights it may have) avoid the agreement to allot the Ordinary Shares and may allot them to some other person, in which case you will not be entitled to any refund or payment in respect thereof (other than the refund by a cheque drawn on a branch of a UK clearing bank to the bank account name from which they were first received at your risk of any proceeds of the remittance which accompanied your Application Form, without interest);
- 3.1.4 agree that, where on your Application Form a request is made for Ordinary Shares to be deposited into a CREST account (a) the Receiving Agent may in its absolute discretion amend the form so that such Ordinary Shares may be issued in certificated form registered in the name(s) of the holder(s) specified in your Application Form (and recognise that the Receiving Agent will so amend the form if there is any delay in satisfying the identity of the applicant or the owner of the CREST account or in receiving your remittance in cleared funds); and (b) the Receiving Agent, the Company, Singer or Winterflood may authorise your financial adviser or whoever he or she may direct to send a document of title for or credit your CREST account in respect of, the number of Ordinary Shares for which your application is accepted, and/or a crossed cheque for any monies returnable, by post at your risk to your address set out on your Application Form;
- 3.1.5 agree, in respect of applications for Ordinary Shares in certificated form (or where the Receiving Agent exercises its discretion pursuant to paragraph 3.1.4 of this paragraph 3.1 to issue Ordinary Shares in certificated form), that any share certificate to which you or, in the case of joint applicants, any of the persons specified by you in your Application Form may become entitled (and any monies returnable to you) may be retained by the Receiving Agent:
- 3.1.5.1 pending clearance of your remittance;
- 3.1.5.2 pending investigation of any suspected breach of the warranties contained in paragraphs 7.1, 7.2, 7.3, 7.4, 7.9, 7.14, 7.16 or 7.17 below or any other suspected breach of these terms and conditions of application; or
- 3.1.5.3 pending any verification of identity which is, or which the Receiving Agent considers may be, required for the purpose of the Money Laundering Regulations and any other regulations applicable thereto, and any interest accruing on such retained monies shall accrue to and for the benefit of the Company;
- 3.1.6 agree, on the request of the Receiving Agent, to disclose promptly in writing to it such information as the Receiving Agent may request in connection with your application and authorise the Receiving Agent to disclose any information relating to your application which it may consider appropriate;

- 3.1.7 agree that if evidence of identity satisfactory to the Receiving Agent is not provided to the Receiving Agent within a reasonable time (in the opinion of the Receiving Agent) following a request therefor, the Receiving Agent or the Company may terminate the agreement with you to allot Ordinary Shares and, in such case, the Ordinary Shares which would otherwise have been allotted to you may be re-allotted or sold to some other party and the lesser of your application monies or such proceeds of sale (as the case may be, with the proceeds of any gain derived from a sale accruing to the Company) will be returned by a cheque drawn on a branch of a UK clearing bank to the bank account name on which the payment accompanying the application was first drawn without interest and at your risk;
- 3.1.8 acknowledge that the Key Information Document relating to the Ordinary Shares prepared by the Investment Manager pursuant to the UK PRIIPs Regulation can be provided to you in paper or by means of a website, but that where you are applying under any Offer for Subscription directly and not through an adviser or other intermediary, unless requested in writing otherwise, the lodging of an Application Form represents your consent to being provided the Key Information Document via the Company's website ([www.doretrust.com](http://www.doretrust.com)) or on such other website as has been notified to you. Where your application is made on an advised basis or through another intermediary, the terms of your engagement should address the means by which such Key Information Document will be provided to you;
- 3.1.9 acknowledge and agree that the procedures for calculating the risks, costs and potential returns as set out in the Key Information Document relating to the Ordinary Shares are prescribed by the UK PRIIPs Regulation and the information contained in the Key Information Document may not reflect the expected returns for the Company, and that anticipated performance returns cannot be guaranteed;
- 3.1.10 agree that you are not applying on behalf of a person engaged in money laundering;
- 3.1.11 undertake to ensure that, in the case of an Application Form signed by someone else on your behalf, the original of the relevant power of attorney (or a complete copy certified by a solicitor or notary) is enclosed with your Application Form together with full identity documents for the person so signing;
- 3.1.12 undertake to pay interest as described in paragraph 4.3 below if the remittance accompanying your Application Form is not honoured on first presentation;
- 3.1.13 authorise the Receiving Agent to procure that there be sent to you definitive certificates in respect of the number of Ordinary Shares for which your application is accepted or if you have completed section 3 on your Application Form or, subject to paragraph 3.1.4 above, to deliver the number of Ordinary Shares for which your application is accepted into CREST, and/or to return any monies returnable without payment of interest (at the applicant's risk) either as a cheque by first class post to the address completed in section 2 on the Application Form or return funds direct to the account of the bank or building society on which the relevant cheque or banker's draft was drawn;
- 3.1.14 confirm that you have read and complied with paragraph 9 below;
- 3.1.15 agree that all subscription cheques and payments will be processed through a bank account opened by the Receiving Agent (the "**Acceptance Account**"), in the case of the Initial Offer for Subscription in the name of "LMS re: DORE PLC CHAPS OFS 2022 A/C" for CHAPS payments and LMS re: DORE PLC OFS 2022 A/C for payments by cheque/banker's draft and in the case of any Subsequent Offer for Subscription, in such name or such other name as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of the relevant Subsequent Offer for Subscription;
- 3.1.16 agree that your Application Form is addressed to the Company and the Receiving Agent;

- 3.1.17 agree that your application must be for a whole number of Ordinary Shares and the number of Ordinary Shares issued to you will be rounded down to the nearest whole number; and
- 3.1.18 acknowledge that the offer to the public of Ordinary Shares is being made only in the United Kingdom, Guernsey, Jersey and the Isle of Man and represent that you are in the United Kingdom, Guernsey, Jersey or the Isle of Man (unless you are able to provide such evidence as the Company may, in its absolute discretion, require that you are entitled to apply for Ordinary Shares); and
- 3.1.19 agree that any application may be rejected in whole or in part at the sole discretion of the Company.

#### **4 ACCEPTANCE OF YOUR OFFER**

- 4.1 The Receiving Agent may, on behalf of the Company, accept your offer to subscribe (if your application is received (accompanied, where required, by the validly completed Tax Residency Self-Certification Form), valid (or treated as valid), processed and not rejected) by notifying the FCA through a Regulatory Information Service of the basis of allocation (in which case the acceptance will be on that basis).
- 4.2 The basis of allocation will be determined by the Company in consultation with the Joint Bookrunners and the Investment Manager. The right is reserved, notwithstanding the basis as so determined, to reject in whole or in part and/or scale back any application. The right is reserved to treat as valid any application not complying fully with these terms and conditions of application or not in all respects completed or delivered in accordance with the instructions accompanying the Application Form. In particular, but without limitation, the Company may accept:
  - 4.2.1 an application made otherwise than by completion of an Application Form where you have agreed with the Company in some other manner to apply in accordance with these terms and conditions of application; and
  - 4.2.2 an application for less than 1,000 Ordinary Shares or which is more than 1,000 Ordinary Shares but not a multiple of 1,000 Ordinary Shares.
- 4.3 The Receiving Agent will present all cheques and bankers' drafts for payment on receipt and will retain documents of title and surplus monies pending clearance of successful applicants' payments. The right is also reserved to reject in whole or in part, or to scale down or limit, any application. The Receiving Agent may, as agent of the Company, require you to pay interest or its other resulting costs (or both) if the payment accompanying your application is not honoured on first presentation. If you are required to pay interest you will be obliged to pay the amount determined by the Receiving Agent to be the interest on the amount of the payment from the date on which all payments in cleared funds are due to be received until the date of receipt of cleared funds. The rate of interest will be two percentage points above the then published bank base rate of a clearing bank selected by the Receiving Agent.
- 4.4 Fractions of Ordinary Shares will not be issued.
- 4.5 All payments must be in Sterling and cheques or bankers' drafts, in the case of the Initial Offer for Subscription should be payable to "LMS re: DORE PLC – OFS 2022 A/C" and in the case of any Subsequent Offer for Subscription should be payable as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of the relevant Subsequent Offer for Subscription. Cheques or bankers' drafts must be drawn on an account where the applicant has sole or joint-title to the funds and on an account at a branch of a bank or building society in the United Kingdom, the Channel Islands or the Isle of Man which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which is a member of either of the Committees of Scottish or Belfast clearing houses or which has arranged for its cheques and bankers' drafts to be cleared through the facilities provided by any of those companies or committees and must bear the appropriate sort code in the top right hand corner. Third party cheques may not be accepted, with the exception of building society cheques or bankers' drafts where the building society or bank has inserted the full name of the building society or bank account holder on the back and have added the

building society or bank branch stamp. The name of the building society or bank account holder must be the same as the name of the current shareholder or prospective investor. Please do not send cash. Cheques or bankers' drafts will be presented for payment upon receipt. The Company reserves the right to instruct the Receiving Agent to seek special clearance of cheques and bankers' drafts to allow the Company to obtain value for remittances at the earliest opportunity. It is a term of each Offer for Subscription that cheques shall be honoured on first presentation, and the Company may elect in its absolute discretion to treat as invalid acceptances in respect of which cheques are not so honoured.

- 4.6 For applicants sending subscription monies by electronic bank transfer (CHAPS), payment must be made for value by no later than 1.00 p.m. on 22 June 2022 in respect of the Initial Offer for Subscription and by no later than 1.00 p.m. on such date as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of any Subsequent Offer for Subscription. Applicants wishing to make a CHAPS payment should refer to the details on the Application Form. Applicants wishing to make a CHAPS payment must provide Link Group with proof of source of funds as per the notes on section 5 of the Application Form.

The terms and conditions of application require that applicants provide cleared funds in support of each application. You should instruct the bank to transfer funds so that they will have taken place (and funds settled) to coincide with the delivery of your Application Form to the Receiving Agent and by no later than 1.00 p.m. on 22 June 2022 in respect of the Initial Offer for Subscription and by no later than 1.00 p.m. on such date as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of any Subsequent Offer for Subscription. It is recommended that such transfers are actioned within 24 hours of emailing your application.

When arranging the transfer, you must instruct your bank to provide a reference with the transfer which is the same as the unique reference number provided to you by Link Group. This reference is used by Link Group to match your payment with an application, and failure to provide a matching reference may delay Link Group's ability to process your application and result in it not being accepted. If your reference can not be matched by Link Group to an application, this will be rejected back to the remitting account before the relevant Offer for Subscription closes.

Any delay in providing monies may affect acceptance of the application. If the Receiving Agent is unable to match your application with a bank payment, there is a risk that your application could be delayed or will not be treated as a valid application and may be rejected by the Company and/or the Receiving Agent.

Please Note – you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment).

- 4.7 Should you wish to apply for Ordinary Shares by delivery versus payment method (“DvP”), you will need to input the DvP instructions into the CREST system in accordance with your Application. The input returned by Link Group of a matching or acceptance instruction to our CREST input will then allow the delivery of your Ordinary Shares to your CREST account against payment of the Initial Issue Price or the relevant Share Issuance Programme Price through the CREST system upon the relevant settlement date.
- 4.8 By returning your Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian's CREST account allows for the delivery and acceptance of Ordinary Shares to be made prior to 1.00 p.m. on 22 June 2022 against payment of the Initial Issue Price in respect of the Initial Offer for Subscription and prior to 1.00 p.m. on such date as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service against payment of the relevant Share Issuance Programme Price in respect of any Subsequent Offer for Subscription. Failure by you to do so will result in you being charged interest at the rate of two percentage points above the then published bank base rate of a clearing bank selected by the Company.

## **5 CONDITIONS**

- 5.1 The contracts created by the acceptance of applications (in whole or in part) under any Offer for Subscription will be conditional upon:
- 5.1.1 the passing of the Issue Resolutions to be proposed at the General Meeting to be held on 23 June 2022;
  - 5.1.2 in relation to the Initial Offer for Subscription, Initial Admission occurring by 8.00 a.m. on 27 June 2022 (or such later time or date as the Company and the Joint Bookrunners and may agree (not being later than 8.00 a.m. on 31 July 2022));
  - 5.1.3 in relation to any Subsequent Offer for Subscription, Admission of the relevant Ordinary Shares occurring by 8.00 a.m. on a date to be agreed between the Company and the Joint Bookrunners (not being later than 8.00 a.m. on the Final Closing Date));
  - 5.1.4 in relation to a Subsequent Offer for Subscription, the Share Issuance Programme Price being determined by the Directors; and
  - 5.1.5 the Share Issuance Agreement becoming otherwise unconditional in respect of the Initial Issue or the relevant Subsequent Issue and not being terminated in accordance with its terms before Initial Admission or the relevant Subsequent Admission (as applicable).
- 5.2 You will not be entitled to exercise any remedy of rescission for innocent misrepresentation (including pre-contractual representations) at any time after acceptance. This does not affect any other right you may have.

## **6 RETURN OF APPLICATION MONIES**

Where application monies have been banked and/or received, if any application is not accepted in whole, or is accepted in part only, or if any contract created by acceptance does not become unconditional, the application monies or, as the case may be, the balance of the amount paid on application will be returned without interest within 14 calendar days at the risk of the person(s) entitled thereto by returning your cheque, or by crossed cheque in your favour, by post, or, in the case of payment(s) made electronically, by a bank transfer by means of a return credit to the remitting bank account (in which case, please note that the processing of refunds between banks can take up to 72 hours to complete). In the meantime, application monies will be retained by the Receiving Agent in a separate account.

## **7 WARRANTIES**

By completing an Application Form, you:

- 7.1 undertake and warrant that, if you sign the Application Form on behalf of somebody else or on behalf of a corporation, you have due authority to do so on behalf of that other person and that such other person will be bound accordingly and will be deemed also to have given the confirmations, warranties and undertakings contained in these terms and conditions of application and undertake to enclose your power of attorney or other authority or a complete copy thereof duly certified by a solicitor or notary;
- 7.2 warrant, if the laws of any territory or jurisdiction outside the UK are applicable to your application, that you have complied with all such laws, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action or omitted to take any action which will result in the Company or the Receiving Agent or any of their respective officers, agents or employees acting in breach of the regulatory or legal requirements, directly or indirectly, of any territory or jurisdiction outside of the UK in connection with the Offer for Subscription in respect of your application;
- 7.3 confirm that (save for advice received from your financial adviser (if any)) in making an application you are not relying on any information or representations in relation to the Company other than those contained in the Prospectus and any supplementary prospectus published by the Company prior to the Admission of the relevant Ordinary Shares issued pursuant to the Initial Issue or the Share Issuance Programme (as applicable) (on the basis

- of which alone your application is made) and accordingly you agree that no person responsible solely or jointly for the Prospectus or any part thereof or any such supplementary prospectus shall have any liability for any such other information or representation;
- 7.4 agree that, having had the opportunity to read the Prospectus and the Key Information Document relating to the Ordinary Shares each in its entirety, you shall be deemed to have had notice of all information and representations contained therein;
- 7.5 acknowledge that no person is authorised in connection with the Offer for Subscription to give any information or make any representation other than as contained in the Prospectus and any supplementary prospectus published by the Company prior to the relevant Admission of the Ordinary Shares issued pursuant to the Initial Issue or the Share Issuance Programme (as applicable) and, if given or made, any information or representation must not be relied upon as having been authorised by the Company, the Investment Manager, Singer, Winterflood or the Receiving Agent;
- 7.6 warrant that you are not under the age of 18 on the date of your application;
- 7.7 agree that all documents and monies sent by post to, by or on behalf of the Company or the Receiving Agent, will be sent at your risk and, in the case of documents and returned application cheques and payments to be sent to you, may be sent to you at your address (or, in the case of joint holders, the address of the first-named holder) as set out in your Application Form;
- 7.8 warrant that you are not applying as, or as nominee or agent of, a person who is or may be a person mentioned in any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipt and clearance services);
- 7.9 confirm that you have reviewed the restrictions contained in paragraph 9 below and warrant, to the extent relevant, that you (and any person on whose behalf you apply) comply or complied with the provisions therein;
- 7.10 agree that, in respect of those Ordinary Shares for which your Application Form has been received and processed and not rejected, acceptance of your Application Form shall be constituted by the Company instructing the Registrar to enter your name on the Register;
- 7.11 agree that all applications, acceptances of applications and contracts resulting therefrom under the Offer for Subscription and any non-contractual obligations existing under or in connection therewith shall be governed by and construed in accordance with the laws of England and Wales and that you submit to the jurisdiction of the English Courts and agree that nothing shall limit the right of the Company to bring any action, suit or proceedings arising out of or in connection with any such applications, acceptances of applications and contracts in any other manner permitted by law or in any court of competent jurisdiction;
- 7.12 irrevocably authorise the Company, Singer, Winterflood or the Receiving Agent or any other person authorised by any of them, as your agent, to do all things necessary to effect registration of any Ordinary Shares subscribed by or issued to you into your name and authorise any representatives of the Company and/or Singer, Winterflood and/or the Receiving Agent to execute any documents required therefor and to enter your name on the Register;
- 7.13 agree to provide the Company with any information which it, Singer, Winterflood or the Receiving Agent may request in connection with your application or to comply with any other relevant legislation (as the same may be amended from time to time) including without limitation satisfactory evidence of identity to ensure compliance with the Money Laundering Regulations;
- 7.14 warrant that, in connection with your application, you have observed the laws of all requisite territories, obtained any requisite governmental or other consents, complied with all requisite formalities and paid any issue, transfer or other taxes due in connection with your application in any territory and that you have not taken any action which will or may result in the Company, Singer, Winterflood, the Investment Manager or the Receiving Agent acting in breach of the regulatory or legal requirements of any territory in connection with the Offer for Subscription or your application;

- 7.15 represent and warrant to the Company that: (i) you are not a U.S. Person, are not located within the United States and are not acquiring the Ordinary Shares for the account or benefit of a U.S. Person; (ii) you are acquiring the Ordinary Shares in an offshore transaction meeting the requirements of Regulation S; (iii) you understand and acknowledge that the Ordinary Shares have not been and will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold, resold, transferred, delivered or distributed, directly or indirectly, into or within the United States or to, or for the account or benefit of, U.S. Persons; and (iv) you understand and acknowledge that the Company has not registered and will not register as an investment company under the U.S. Investment Company Act;
- 7.16 represent and warrant to the Company that if in the future you decide to offer, sell, transfer, assign or otherwise dispose of the Ordinary Shares, you will do so only (i) in an offshore transaction complying with the provisions of Regulation S under the U.S. Securities Act to a person outside the United States and not known by the transferor to be a U.S. Person, by prearrangement or otherwise, or (ii) to the Company or a subsidiary thereof. You understand and acknowledge that any sale, transfer, assignment, pledge or other disposal made other than in compliance with the above stated restrictions will be subject to the compulsory transfer provisions as provided in the Articles;
- 7.17 agree that Singer, Winterflood and the Receiving Agent are acting for the Company in connection with the Offer for Subscription and for no-one else and that they will not treat you as their customer by virtue of such application being accepted or owe you any duties or responsibilities concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or be responsible to you for the protections afforded to their customers;
- 7.18 warrant that you are not subscribing for Ordinary Shares using a loan which would not have been given to you or any associate or not given to you on such favourable terms, if you had not been proposing to subscribe for the Ordinary Shares;
- 7.19 warrant that the information contained in the Application Form is true and accurate;
- 7.20 agree that if you request that Ordinary Shares are issued to you on a date other than Initial Admission or Subsequent Admission (as applicable) and such Ordinary Shares are not issued on such date that the Company and its agents and Directors will have no liability to you arising from the issue of such Ordinary Shares on a different date;
- 7.21 acknowledge that the content of the Prospectus is exclusively the responsibility of the Company and the Directors and to the extent stated in paragraph 8.6 of Part 7 of the Registration Document, the Investment Manager and neither Singer, Winterflood nor any person acting on their respective behalves nor any of their affiliates are responsible for or shall have any liability for any information published by or on behalf of the Company and will not be liable for any decision to participate in the Offer for Subscription based on any information, representation or statement contained in the Prospectus, any supplementary prospectus published by the Company prior to the Final Closing Date or otherwise;
- 7.22 acknowledge and understand that the Company may be required to comply with international regimes for the automatic exchange of information (including FATCA and the Common Reporting Standard) and that the Company will comply with requirements to provide information to HMRC which may be passed on to other relevant tax authorities. You agree to furnish any information and documents the Company may from time to time request; and
- 7.23 agree that you are capable, or the underlying client(s) in the case of applications on behalf of professionally-advised private investors are capable themselves, of evaluating the merits and risks of an investment in the Company and have sufficient resources to be able to bear any losses which may result from the investment.

The Company, the AIFM, the Investment Manager, the Registrar, Singer, Winterflood and their respective directors, officers, agents, employees, members, advisers and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements.

If any of the representations, warranties, acknowledgements or agreement made by you are no longer accurate or have not been complied with, you will immediately notify the Company and the Joint Bookrunners.

## **8 MONEY LAUNDERING**

- 8.1 You agree that, in order to ensure compliance with the Money Laundering Regulations, the Proceeds of Crime Act 2002 and any other applicable regulations, the Receiving Agent may at its absolute discretion require verification of identity of you (the “**holder(s)**”) as the applicant lodging an Application Form and further may request from you and you will assist in providing identification of:
- 8.1.1 the owner(s) and/or controller(s) (the “payor”) of any bank account not in the name of the holder(s) on which is drawn a payment by way of banker’s draft or cheque; or
- 8.1.2 where it appears to the Receiving Agent that a holder or the payor is acting on behalf of some other person or persons, such person or persons.
- 8.2 Anti-money laundering checks are required by law to be performed on certain financial transactions. The checks are undertaken to make sure investors are genuinely who they say they are and that any application monies have not been acquired illegally or that Link Group itself is not being used as part of criminal activity, most commonly the placement, layering and integration of illegally obtained money. Whilst Link Group may carry out checks on any application, they are usually only performed when dealing with application values above a certain threshold, commonly referred to as the anti-money laundering threshold which is the Sterling equivalent of €15,000 (currently approximately £13,000). Link Group may make enquiries to credit reference agencies to meet its anti-money laundering obligations and the applicant may be required to provide an original or certified copy of their passport, driving licence and recent bank statements to support such enquiries. Anti-money laundering checks do not mean the investor is suspected of anything illegal and there is nothing to worry about. The checks made at credit reference agencies leave an ‘enquiry footprint’ – an indelible record so that the investor can see who has checked them out. The enquiry footprint does not have any impact on their credit score or on their ability to get credit. Anti-money laundering checks appear as an enquiry/soft search on the investor’s credit report. The report may contain a note saying “Identity Check to comply with Anti-Money Laundering Regulations”.
- 8.3 Failure to provide the necessary evidence of identity may result in your application being rejected or delays in the despatch of documents or CREST account being credited.
- 8.4 Without prejudice to the generality of this paragraph 8, verification of the identity of holders and payors will be required if the value of the Ordinary Shares applied for, whether in one or more applications considered to be connected, exceeds €15,000 (currently approximately £13,000). If, in such circumstances, you use a building society cheque or banker’s draft you should ensure that the bank or building society issuing the payment enters the name, address and account number of the person whose account is being debited on the reverse of the cheque or banker’s draft and adds its stamp. If, in such circumstances, the person whose account is being debited is not a holder you will be required to provide for both the holder and payor an original or copy of that person’s passport or driving licence certified by a solicitor and an original or certified copy of two of the following documents, no more than 3 months old, a gas, electricity, water or telephone (not mobile) bill, a recent bank statement or a council tax bill, in their name and showing their current address (which originals will be returned by post at the addressee’s risk) together with a signed declaration as to the relationship between the payor and you, the applicant.
- 8.5 For the purpose of the UK’s Money Laundering Regulations, a person making an application for Ordinary Shares will not be considered as forming a business relationship with either the Company or with the Receiving Agent but will be considered as effecting a one-off transaction with either the Company or with the Receiving Agent.

- 8.6 The person(s) submitting an application for Ordinary Shares will ordinarily be considered to be acting as principal in the transaction unless the Receiving Agent determines otherwise, whereupon you may be required to provide the necessary evidence of identity of the underlying beneficial owner(s).

## **9 NON UNITED KINGDOM INVESTORS**

- 9.1 The Initial Offer for Subscription is, and unless specified otherwise on the Company's website or by way of an appropriate announcement through a Regulatory Information Service, each such Offer for Subscription will, only be made in the UK, Guernsey, Jersey and the Isle of Man. If you receive a copy of the Prospectus or an Application Form in any territory other than the UK, Guernsey, Jersey and the Isle of Man you may not treat it as constituting an invitation or offer to you, nor should you, in any event, use an Application Form unless, in the relevant territory, such an invitation or offer could lawfully be made to you or an Application Form could lawfully be used without contravention of any registration or other legal requirements. It is your responsibility, if you are outside the UK, Guernsey, Jersey and the Isle of Man and wish to make an application for Ordinary Shares under the Offer for Subscription, to satisfy yourself as to full observance of the laws of any relevant territory or jurisdiction in connection with your application, including obtaining any requisite governmental or other consents, observing any other formalities requiring to be observed in such territory and paying any issue, transfer or other taxes required to be paid in such territory.
- 9.2 None of the Ordinary Shares have been or will be registered under the laws of any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada, Japan, Australia or the Republic of South Africa or under the U.S. Securities Act or with any securities regulatory authority of any state or other political subdivision of the United States, any member of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada, Japan, Australia or the Republic of South Africa. Accordingly, unless an exemption under such act or laws is applicable, the Ordinary Shares may not be offered, sold or delivered, directly or indirectly, within the U.S., any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada, Japan, Australia or the Republic of South Africa (as the case may be). If you subscribe for Ordinary Shares you will, unless the Company and the Registrar agree otherwise in writing, be deemed to represent and warrant to the Company that you are not a U.S. Person, a resident of any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada, Japan, Australia, the Republic of South Africa or a corporation, partnership or other entity organised under the laws of the U.S., any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada (or any political subdivision of any thereof), Japan, the Republic of South Africa or Australia and that you are not subscribing for such Ordinary Shares for the account of any person in the U.S., any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada, Japan, the Republic of South Africa or Australia and will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Ordinary Shares in or into the U.S., any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada, Japan, the Republic of South Africa or Australia or to any U.S. Person or to any resident in any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada, Japan, the Republic of South Africa or Australia. Unless the Company and the Registrar agree otherwise in writing, no application will be accepted if it shows the applicant or a payor having an address in the U.S., any member state of the EEA (other than any EEA member state where the Ordinary Shares are lawfully marketed), Canada, Japan, the Republic of South Africa or Australia.

## **10 DATA PROTECTION**

- 10.1 Each applicant acknowledges that it has been informed that, pursuant to the EU General Data Protection Regulation 2016/679 ("**EU GDPR**") and/or the EU GDPR as it forms part of domestic law of the United Kingdom by virtue of the EUWA ("**UK GDPR**") and the UK Data Protection Act 2018 (as amended from time to time) (together, the "**DP Legislation**") the Company and/or the Registrar may hold personal data (as defined in the DP Legislation) relating to past and present Shareholders. Personal data may be retained on record for a

period exceeding six years after it is no longer used (subject to any limitations on retention periods set out in applicable law). The Registrar will process such personal data at all times in compliance with DP Legislation and shall only process for the purposes set out in the Company's privacy notice, which is available for review on the Company's website [www.doretrust.com](http://www.doretrust.com) (the "**Privacy Notice**"), including for the purposes set out below (collectively, the "**Purposes**"), being to:

- 10.1.1 process the personal data to the extent and in such manner as is necessary for the performance of its obligations under its service contract, including as required by or in connection with the applicant's holding of Ordinary Shares, including processing personal data in connection with credit and money laundering checks on the applicant;
  - 10.1.2 communicate with the applicant as necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares;
  - 10.1.3 comply with the legal and regulatory obligations of the Company and/or the Registrar; and
  - 10.1.4 process the personal data for the Registrar's internal administration.
- 10.2 In order to meet the Purposes, it will be necessary for the Company and the Registrar to provide personal data to:
- 10.2.1 third parties located either within, or outside of the United Kingdom (or the EEA, to the extent that the EU GDPR applies in respect of the personal data being shared), if necessary for the Registrar to perform its functions, or when it is necessary for its legitimate interests, and in particular in connection with the holding of Ordinary Shares; or
  - 10.2.2 its affiliates, the Company (in the case of the Registrar), the AIFM, the Investment Manager and their respective associates, some of which may be located outside of the United Kingdom or the EEA (to the extent that the EU GDPR applies in respect of the personal data being shared).
- 10.3 Any sharing of personal data by the Company or the Registrar with other parties will be carried out in accordance with the DP Legislation and as set out in the Company's Privacy Notice.
- 10.4 By becoming registered as a holder of Ordinary Shares a person becomes a data subject (as defined in the DP Legislation). In providing the Registrar with information, each applicant hereby represents and warrants to the Registrar that it has: (i) notified any data subject of the Purposes for which personal data will be used and by which parties it will be used and it has provided a copy of the Company's Privacy Notice and any other data protection notice which has been provided by the Company and/or the Registrar; and (ii) where consent is legally required under applicable DP Legislation, it has obtained the consent of any data subject to the Registrar and their respective associates holding and using their personal data for the Purposes (including the explicit consent of the data subjects for the processing of any sensitive personal data for the Purposes set out above in this paragraph 10).
- 10.5 Each applicant acknowledges that by submitting personal data to the Registrar (acting for and on behalf of the Company) where the applicant is a natural person he or she has read and understood the terms of the Company's Privacy Notice.
- 10.6 Each applicant acknowledges that by submitting personal data to the Registrar (acting as agent and on behalf of the Company) where the applicant is not a natural person it represents and warrants that:
- 10.6.1 it has brought the Company's Privacy Notice to the attention of any underlying data subjects on whose behalf or account the applicant may act or whose personal data will be disclosed to the Company as a result of the applicant agreeing to subscribe for Ordinary Shares; and
  - 10.6.2 the applicant has complied in all other respects with all applicable data protection legislation in respect of disclosure and provision of personal data to the Company.

- 10.7 Where the applicant acts for or on account of an underlying data subject or otherwise discloses the personal data of an underlying data subject, he/she/it shall, in respect of the personal data he/she/it processes in relation to or arising in relation to the Offer for Subscription:
- 10.7.1 comply with all applicable data protection legislation;
  - 10.7.2 take appropriate technical and organisational measures against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to the personal data;
  - 10.7.3 if required, agree with the Company and the Registrar, the responsibilities of each such entity as regards relevant data subjects' rights and notice requirements; and
  - 10.7.4 it shall immediately on demand, fully indemnify each of the Company and the Registrar and keep them fully and effectively indemnified against all costs, demands, claims, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses and loss of profits, business and reputation), actions, proceedings and liabilities of whatsoever nature arising from or incurred by the Company and/or the Registrar in connection with any failure by the applicant to comply with the provisions set out above.

## **11 MISCELLANEOUS**

- 11.1 To the extent permitted by law, all representations, warranties and conditions, express or implied and whether statutory or otherwise (including, without limitation, pre-contractual representations but excluding any fraudulent representations), are expressly excluded in relation to the Ordinary Shares and the Offer for Subscription.
- 11.2 The rights and remedies of the Company, the Investment Manager, the Registrar, Singer, Winterflood and the Receiving Agent under these terms and conditions of application are in addition to any rights and remedies which would otherwise be available to any of them and the exercise or partial exercise of one will not prevent the exercise of others.
- 11.3 The Company reserves the right to extend the closing time and/or date of the Offer for Subscription. In that event, the new closing time and/or date will be notified through a Regulatory Information Service.
- 11.4 The Company may terminate the Offer for Subscription in its absolute discretion at any time prior to the relevant Admission. If such right is exercised, the Offer for Subscription will lapse and any monies will be returned as indicated without interest at the risk of the applicant.
- 11.5 You agree that Singer, Winterflood and the Receiving Agent are acting for the Company in connection with the Initial Issue and/or Share Issuance Programme and no-one else and that none of Singer, Winterflood or the Receiving Agent will treat you as its customer by virtue of any application under the Offer for Subscription being accepted or owe you any duties concerning the price of the Ordinary Shares or concerning the suitability of the Ordinary Shares for you or otherwise in relation to the Issue or for providing the protections afforded to their customers.
- 11.6 Save where the context requires otherwise, terms used in these terms and conditions of application bear the same meaning as where used elsewhere in this Securities Note.
- 11.7 If you have any queries please contact Link Group on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of an investment in the Company nor give any financial, legal or tax advice.

## PART 6

### UK TAXATION

Prospective investors should consult their professional advisers concerning the possible tax consequences of their subscribing for, holding or selling Ordinary Shares. The following summary of the principal United Kingdom tax consequences applicable to the Company and its Shareholders is based upon interpretations of current UK tax laws and what is understood to be the current practice and published guidance of HMRC (which may not be binding) in effect on the date of this Securities Note and no assurance can be given that courts or fiscal authorities responsible for the administration of such laws will agree with the interpretations or that changes in such laws, practice or guidance will not occur, possibly with retrospective effect. The statements made in this Securities Note are not intended as legal or tax advice. Each prospective investor must consult its own advisers with regard to the tax consequences of an investment in Ordinary Shares. None of the Company, the Directors, Singers, Winterflood, the AIFM, the Investment Manager or any of their respective affiliates or agents accepts any responsibility for providing tax advice to any prospective investor.

#### *Introduction*

The information below, which relates only to United Kingdom taxation, does not purport to be a complete analysis of all potential UK tax consequences of acquiring, holding or disposing of Ordinary Shares. It relates only to the Company and to persons who are resident solely in the United Kingdom for UK taxation purposes and who hold Ordinary Shares as an investment and who are the absolute beneficial owners of both the Ordinary Shares and any dividends paid on them. It is based on current United Kingdom tax law and published practice, which law or practice is, in principle, subject to any subsequent changes therein (potentially with retrospective effect). Certain Shareholders, such as dealers in securities, collective investment schemes, insurance companies and persons acquiring their Ordinary Shares in connection with their employment may be taxed differently and are not considered. The tax consequences for each Shareholder investing in the Company may depend upon the Shareholder's own tax position and upon the relevant laws of any jurisdiction to which the Shareholder is subject.

There may be other tax consequences of an investment in the Company and all Shareholders or potential investors, in particular those who are in any doubt about their tax position, or who are resident or otherwise subject to taxation in a jurisdiction outside the United Kingdom, should consult an appropriate professional adviser without delay. In particular, the tax legislation of the Shareholder's or potential investor's country of domicile or residence and of the Company's country of incorporation may have an impact on income received from the Ordinary Shares.

#### *The Company*

The Company has received investment trust approval from HMRC under sections 1158 to 1159 of the CTA 2010. It is the intention of the Directors to conduct the affairs of the Company so that it continues to satisfy the conditions necessary for it to maintain that approval by HMRC. However, neither the Directors nor the Investment Manager can guarantee that this approval will be maintained. One of the conditions for a company to qualify as an investment trust is that it is not a close company. In respect of each accounting period for which the Company continues to be approved by HMRC as an investment trust the Company will be exempt from UK taxation on its capital gains. The Company will, however, (subject to what follows) be liable to UK corporation tax on its income in the normal way.

An investment trust approved under sections 1158 to 1159 of the CTA 2010 is able to elect to take advantage of modified UK tax treatment in respect of its "qualifying interest income" for an accounting period (referred to here as the "streaming" regime). Under regulations made pursuant to the Finance Act 2009, the Company may, if it so chooses, designate as an "interest distribution" all or part of the amount it distributes to Shareholders as dividends in respect of the accounting period, to the extent that it has "qualifying interest income" for the accounting period. Were the Company to designate any dividend it pays in this manner, it would be able to deduct such interest distributions from its taxable interest income in calculating its taxable profit for the relevant accounting period.

The Company should in practice be exempt from UK corporation tax on any dividend income received, provided that such dividends (whether from UK or non-UK companies) fall within one of the “exempt classes” in Part 9A of the CTA 2009.

## **Shareholders**

### ***Taxation of capital gains***

Individual Shareholders who are resident solely in the UK for UK tax purposes will generally be subject to capital gains tax in respect of any gain arising on a disposal of their Ordinary Shares. Each such individual has an annual exemption, such that capital gains tax is chargeable only on gains arising from all sources during the tax year in excess of this figure. The annual exemption is £12,300 for the tax year 2022–2023. Capital gains tax chargeable will be at the current rate of 10% (for basic rate tax payers) and 20% (for higher and additional rate tax payers) for the tax year 2022–2023.

Shareholders who are individuals and who are temporarily non-resident in the UK may, under anti-avoidance legislation, still be liable to UK tax on any capital gain realised (subject to any available exemption or relief).

Corporate Shareholders who are resident in the UK for tax purposes will generally be subject to corporation tax on chargeable gains arising on a disposal of their Ordinary Shares.

Capital losses realised on a disposal of Ordinary Shares must be set off as far as possible against chargeable gains for the same tax year (or accounting period in the case of a corporate Shareholder), even if this reduces an individual Shareholder’s total gain below the annual exemption. Any balance of claimed losses is carried forward without time limit and set off against net chargeable gains (that is, after deducting an individual’s annual exemption) in the earliest later tax year. For a corporate Shareholder, the use of carry forward capital losses is subject to the corporate capital loss restriction rules (CTA 2010 s.269ZBA). Losses cannot generally be carried back, with the exception of losses accruing to an individual Shareholder in the year of his/her death.

The acquisition of Ordinary Shares pursuant to the Open Offer may not technically constitute a reorganisation of share capital for the purposes of UK taxation on chargeable gains. The published practice of HMRC to date in respect of open offers has been to treat an acquisition of shares by an existing shareholder up to their *pro rata* entitlement pursuant to the terms of an open offer as a reorganisation, but HMRC may not apply this practice in circumstances where an open offer is not made to all shareholders, as is the case here.

If, or to the extent that, the acquisition of the Ordinary Shares pursuant to the Open Offer is treated as a reorganisation of the Company’s share capital for the purposes of the UK taxation on chargeable gains, a Shareholder should not be treated as acquiring a new asset or as making a disposal of any part of their corresponding holding of Ordinary Shares by reason of taking up all or part of that Shareholder’s entitlement to Ordinary Shares. Instead, Ordinary Shares issued to a Shareholder should be treated as the same asset, and having been acquired at the same time, as that Shareholder’s existing Ordinary Shares. The amount paid for the Ordinary Shares acquired under the Open Offer up to a Shareholder’s entitlement should be added to the base cost of that Shareholder’s existing Ordinary Shares.

If, or to the extent that, the acquisition of Ordinary Shares pursuant to the Open Offer is not treated by HMRC as a reorganisation, those shares should be treated as acquired separately from the existing Ordinary Shares. In that case, the share identification rules would need to be considered in respect of any subsequent disposal or deemed disposal of Ordinary Shares in order to establish which acquisition costs could be taken into account in computing any gain from the disposal or deemed disposal.

### ***Taxation of dividends***

Distributions made by the Company may take the form of dividend distributions or may be designated as interest distributions for UK tax purposes. Prospective investors should note that the UK tax treatment of the Company’s distributions may vary for a Shareholder depending upon the classification of such distributions. Prospective investors who are unsure about the tax treatment which will apply to them in respect of any distributions made by the Company should consult their own tax advisers.

The Company will not be required to withhold tax at source when paying a distribution.

#### *Individual Shareholders*

##### (a) Non-interest distributions

In the event that the Directors do not elect for the “streaming” regime to apply to any dividends paid by the Company, the following statements summarise the expected UK tax treatment for individual Shareholders who receive dividends from the Company. The following statements would also apply to any dividends not treated as “interest distributions” were the Directors to elect for the streaming regime to apply.

A £2,000 annual tax free dividend allowance is available to UK individuals for the tax year 2022-23. Dividends received from all sources in excess of this threshold will be taxed, for the tax year 2022/23 at 8.75% (basic rate taxpayers), 33.75% (higher rate taxpayers) and 39.35% (additional rate taxpayers).

For the purposes of determining which of the taxable bands dividend income falls into, dividend income is treated as the highest part of a shareholder’s income. In addition, dividends within the dividend allowance which would (if there was no dividend allowance) have fallen within the basic or higher rate bands will use up those bands respectively for the purposes of determining whether the threshold for higher rate or additional rate income tax is exceeded.

##### (b) Interest distributions

Should the Directors elect to apply the “streaming” regime to any dividends paid by the Company, a UK resident individual Shareholder in receipt of such a dividend would be treated as though they had received a payment of interest. Such a Shareholder would be subject to UK income tax at the current rates of 20%, 40% or 45%, depending on the level of the Shareholder’s income.

Each UK resident individual who is a basic rate taxpayer is entitled to a Personal Saving Allowance which exempts the first £1,000 of savings income (including distributions deemed as ‘interest distributions’ from an investment trust company). The exempt amount is reduced to £500 for higher rate taxpayers and additional rate taxpayers do not receive an allowance.

#### *Other Shareholders*

UK resident corporate Shareholders may be subject to corporation tax on dividends paid by the Company unless they fall within one of the exempt classes in Part 9A of CTA 2009. If, however, the Directors did elect for the “streaming” rules to apply, and such corporate Shareholders were to receive dividends designated by the Company as “interest distributions”, they would be subject to corporation tax in the same way as a creditor in a loan relationship.

**It is particularly important that prospective investors who are not resident in the UK for UK tax purposes obtain their own tax advice concerning tax liabilities on dividends received from the Company.**

#### ***UK Stamp Duty and Stamp Duty Reserve Tax***

No UK stamp duty or stamp duty reserve tax (“SDRT”) will normally arise on the issue of Ordinary Shares by the Company. The issue of Ordinary Shares pursuant to the Initial Issue and the Share Issuance Programme will not give rise to UK stamp duty or SDRT.

Transfers on sale of Ordinary Shares will generally be subject to UK stamp duty at the rate of 0.5% of the consideration given for the transfer (rounded up to the nearest £5). The purchaser normally pays the stamp duty.

An agreement to transfer Ordinary Shares will normally give rise to a charge to SDRT at the rate of 0.5% of the amount or value of the consideration payable for the transfer. If a duly stamped transfer in respect of the agreement is produced within six years of the date on which the agreement is made (or, if the agreement is conditional, the date on which the agreement becomes unconditional) any SDRT paid is repayable, generally with interest, and otherwise the SDRT charge is cancelled. SDRT is, in general, paid by the purchaser.

Paperless transfers of Ordinary Shares within the CREST system will generally be liable to SDRT, rather than stamp duty, at the rate of 0.5% of the amount or value of the consideration payable.

CREST is obliged to collect SDRT on relevant transactions settled within the CREST system. Deposits of Ordinary Shares into CREST will not generally be subject to SDRT, unless the transfer into CREST is itself for consideration.

A market value charge to UK stamp duty applies to transfers of listed securities by a person (or its nominee) to a connected company (or its nominee), subject to the availability of relief. A market value charge to SDRT applies to unconditional agreements to transfer listed securities in the same circumstances unless the SDRT charge is cancelled, as outlined above. The Ordinary Shares will be listed securities for these purposes as they will be admitted to trading on the main market of the London Stock Exchange.

### ***ISA, SSAS and SIPP***

Ordinary Shares acquired pursuant to the Open Offer, an Offer for Subscription or an Intermediaries Offer (but not Ordinary Shares acquired directly under an Initial Placing or any Subsequent Placing), and Ordinary Shares acquired in the secondary market, should, subject to the annual ISA allowance (£20,000 in the tax year 2022/2023), be “qualifying investments” for the stocks and shares component of an ISA.

Investments held in ISAs will be free of UK tax on both capital gains and income. The opportunity to invest in shares through an ISA is restricted to certain UK resident individuals aged 18 or over. Junior ISAs are available to children under the age of 18 who are resident in the UK subject to the annual allowance of £9,000 for the 2022-2023 tax year.

The Ordinary Shares should be eligible for inclusion in a SIPP or a SSAS, subject to the discretion of the trustees of the SIPP or the SSAS, as the case may be.

Individuals wishing to invest in Ordinary Shares through an ISA, SSAS or SIPP should contact their professional advisers regarding their eligibility.

### **Information reporting**

The UK has entered into international agreements with a number of jurisdictions which provide for the exchange of information in order to combat tax evasion and improve tax compliance. These include, but are not limited to, an Inter-governmental Agreement with the U.S. in relation to FATCA and International Tax Compliance Agreements with Guernsey, Jersey, the Isle of Man and Gibraltar. The UK has also introduced legislation implementing other international exchange of information arrangements, including the Common Reporting Standard developed by the Organisation for Economic Co-operation and Development and the EU Directive on Administrative Cooperation in Tax Matters. In connection with such agreements and arrangements the Company may, among other things, be required to collect and report to HMRC certain information regarding Shareholders and other account holders of the Company and HMRC may pass this information on to the authorities in other jurisdictions.

## PART 7

### GENERAL INFORMATION

#### 1 SHARE CAPITAL

- 1.1 On incorporation, the issued share capital of the Company was £0.01 represented by one Ordinary Share, which was subscribed for by Downing Investment LLP, a wholly owned subsidiary of Downing LLP.
- 1.2 On 26 October 2020, the Company issued 50,000 Management Shares of £1.00 each to Downing Investment LLP.
- 1.3 On 10 December 2020, the Company completed an issue of 122,499,999 Ordinary Shares at an issue price of £1.00 per share as part of the placing, offer for subscription and intermediaries offer that made up the Company's IPO. The one Ordinary Share which was subscribed for by Downing Investment LLP on incorporation was transferred to an investor as part of the IPO.
- 1.4 On 10 December 2020, the Company also redeemed the 50,000 Management Shares.
- 1.5 On 19 October 2021, the Company completed an issue of 14,508,487 Ordinary Shares at an issue price of 102.5 pence per Ordinary Share pursuant to a placing and retail offer.
- 1.6 The issued share capital of the Company as at 31 December 2021 comprised 137,008,487 Ordinary Shares.
- 1.7 Since 31 December 2021 to the date of this Securities Note, the Company has not issued any Ordinary Shares.
- 1.8 Set out below is the issued share capital of the Company as at the date of this Securities Note:

	<b>Aggregate nominal value (£)</b>	<b>Number</b>
Ordinary Shares	£1,370,084.87	137,008,487

The Ordinary Shares in issue are fully paid up.

- 1.9 Set out below is the issued share capital of the Company as it will be immediately following the Initial Issue (assuming 45,669,495 Ordinary Shares are allotted):

	<b>Aggregate Nominal value (£)</b>	<b>Number</b>
Ordinary Shares	£1,826,779.82	182,677,982

All Ordinary Shares will be fully paid. As at the date of this Securities Note, the Company does not have any shares held in treasury.

- 1.10 The Company has convened the General Meeting at which in addition to the existing authorities detailed in paragraph 1.11 below the Directors are seeking authority from Shareholders to issue up to 250 million Ordinary Shares pursuant to the Initial Issue and any Subsequent Issue on a non-pre-emptive basis.
- 1.11 By certain resolutions passed at the Company's annual general meeting held on 6 April 2022:
- 1.11.1 the Directors were generally and unconditionally authorised in accordance with section 551 of the Companies Act to exercise all powers of the Company to allot Ordinary Shares up to an aggregate nominal value of £137,008 (equivalent to approximately 10% of the issued share capital of the Company as at the date of the notice of annual general meeting), such authority to expire (unless previously varied, revoked or renewed by the Company in general meeting) at the earlier of the

conclusion of the annual general meeting of the Company to be held in 2023 and 31 December 2023, save that the Company may, at any time prior to the expiry of such authority, make an offer or enter into an agreement which would or might require Ordinary Shares to be allotted or sold after the expiry of such power and the Directors may allot or sell Ordinary Shares in pursuance of such an offer or agreement as if such power had not expired;

- 1.11.2 the Directors were empowered, in accordance with sections 570 and 573 of the Companies Act, to allot and to sell Ordinary Shares from treasury for cash, pursuant to the authority conferred on the Directors by the resolution above at paragraph 1.11.1, as if section 561 of the Companies Act did not apply to such allotment or sale up to an aggregate nominal value of £137,008 (equivalent to approximately 10% of the issued share capital of the Company as at the date of the notice of annual general meeting), such power to expire at the earlier of the conclusion of the annual general meeting of the Company to be held in 2023 and 31 December 2023 (unless previously varied, revoked or renewed by the Company in general meeting) save that the Company may, at any time prior to the expiry of such authority, make an offer or enter into an agreement which would or might require Ordinary Shares to be allotted or sold after the expiry of such power and the Directors may allot or sell Ordinary Shares in pursuance of such an offer or agreement as if such power had not expired;
- 1.11.3 the Company was hereby generally and unconditionally authorised in accordance with section 701 of the Companies Act to make market purchases (within the meaning of section 693 (4) of the Companies Act) of Ordinary Shares, provided that:
- 1.11.3.1 the maximum number of Ordinary Shares thereby authorised to be purchased is 20,537,572 (representing 14.99% of the Ordinary Shares in issue as at the date of the notice of annual general meeting);
- 1.11.3.2 the minimum price which may be paid for each Ordinary Share is 1 penny;
- 1.11.3.3 the maximum price which may be paid for each Ordinary Share shall not be more than the higher of (i) an amount equal to 105% of the average of the closing mid-market value of Ordinary Shares taken from the Daily Official List of the London Stock Exchange for the five business days immediately preceding the day on which that contract for purchase is made; and (ii) the higher of the price of the last independent trade in the Ordinary Shares and the highest then current independent bid for the Ordinary Shares on the trading venue where the purchase is carried out;
- 1.11.3.4 the authority will (unless previously renewed, varied or revoked by the Company in general meeting) expire at the earlier of the conclusion of the annual general meeting of the Company to be held in 2023 and 31 December 2023; and
- 1.11.3.5 the Company may make a contract of purchase for Ordinary Shares under this authority before this authority expires, which will or may be executed wholly or partly after its expiration; and
- 1.11.4 a general meeting of the Company other than an annual general meeting may be called on not less than 14 clear days' notice, provided that the authority shall expire at the conclusion of the Company's next annual general meeting after the date of the passing of the resolution.
- 1.12 The provisions of section 561(1) of the Companies Act (which, to the extent not disapplied pursuant to sections 570 and 573 of the Companies Act, confer on Shareholders rights of pre-emption in respect of the allotment of equity securities which are, or are to be, paid up in cash) apply to issues by the Company of equity securities save to the extent disapplied as set out in paragraphs 1.10 and 1.11 above.

- 1.13 In accordance with the authorities sought at the General Meeting and referred to in paragraph 1.8 above, it is expected that the Ordinary Shares to be issued pursuant to any Issue will be allotted (conditionally upon the Admission of the relevant Ordinary Shares) pursuant to a resolution of the Board to be passed shortly before Admission of the relevant Ordinary Shares in accordance with the Companies Act.
- 1.14 By a special resolution passed on 26 October 2020, the Company resolved that, conditional upon IPO Admission and subject to the confirmation and approval of the Court, the amount standing to the credit of the share premium account of the Company immediately following completion of the Company's initial public offering be cancelled, and the amount of the share premium account so cancelled be credited to a reserve. Pursuant to this resolution, the Directors applied to the Court and obtained a judgement on 20 April 2021 to cancel the amount standing to the credit of the share premium account of the Company. The amount of the share premium account cancelled and credited to a special distributable reserve was £118,773,000.
- 1.15 Save as disclosed in this paragraph 1, as at the date of this Securities Note, no share or loan capital of the Company has since the date of incorporation of the Company been issued or been agreed to be issued, fully or partly paid, either for cash or for a consideration other than cash, and, other than pursuant to the Initial Issue, no such issue is now proposed.
- 1.16 As at the date of this Securities Note, the Company has not granted any options over its share or loan capital which remain outstanding and has not agreed, conditionally or unconditionally to grant any such options and no convertible securities, exchangeable securities or securities with warrants have been issued by the Company.
- 1.17 All of the Ordinary Shares expected to be issued pursuant to the Initial Issue and the Share Issuance Programme will be in registered form and will be eligible for settlement in CREST. Temporary documents of title will not be issued.
- 1.18 There are no restrictions on the free transferability of the Ordinary Shares, subject to compliance with applicable securities laws and the restrictions on transfer contained in the Articles.
- 1.19 Applicants who have signed and returned Open Offer Application Forms in respect of the Open Offer and/or Application Forms in respect of an Offer for Subscription may not withdraw their applications for Ordinary Shares subject to their statutory rights of withdrawal in the event of the publication of a supplementary prospectus prior to Admission of the relevant Ordinary Shares.

## 2 INTERESTS OF DIRECTORS, MAJOR SHAREHOLDERS AND RELATED PARTY TRANSACTIONS

- 2.1 As at the Latest Practicable Date, the Directors held the following interests in the share capital of the Company:

<b>Name</b>	<b>Number of Ordinary Shares</b>	<b>Percentage of issued Ordinary Share capital</b>
Hugh W M Little	150,000	0.11%
Ashley Paxton*	80,000	0.06%
Joanna de Montgros	21,085	0.02%

\*Mr. Paxton's Ordinary Shares are held jointly with Mrs. Paxton, a person closely associated of Mr. Paxton.

- 2.2 Save as set out in this paragraph 2, no Director has any interests (beneficial or non-beneficial) in the share capital of the Company as at the Latest Practicable Date.
- 2.3 No Director has a service contract with the Company, nor are any such contracts proposed, each Director having been appointed pursuant to a letter of appointment entered into with the Company. Each Director will retire from office at each annual general meeting except any

Director appointed by the Board after the notice of that annual general meeting has been given and before that annual general meeting has been held. The Directors' appointments can be terminated in accordance with the Articles and on three months' written notice, in both cases without compensation. The Articles provide that the office of Director shall be terminated by, among other things: (i) written resignation; (ii) unauthorised absences from board meetings for six consecutive months or more; or (iii) written request of all of the other Directors.

- 2.4 Each of the Directors is entitled to receive a fee from the Company at such rate as may be determined in accordance with the Articles. Save for the Chair, the fees are currently £35,000 for each Director per annum. The Chair's current fee is £50,000 per annum. The Chair of the Audit and Risk Committee receives an additional £5,000 per annum. The aggregate of the remuneration (including any contingent or deferred compensation) paid and benefits in kind granted to the Directors by the Company in respect of the financial year ended 31 December 2021 was £145,833. The Directors are also entitled to out-of-pocket expenses incurred in the proper performance of their duties.
- 2.5 No amount has been set aside or accrued by the Company to provide pensions, retirement or other similar benefits.
- 2.6 None of the Directors has, or has had, an interest in any transaction which is or was unusual in its nature or conditions or significant to the business of the Company or that has been effected by the Company since its incorporation.
- 2.7 The Company has not made any loans to the Directors which are outstanding, nor has it ever provided any guarantees for the benefit of any Director or the Directors collectively.
- 2.8 Over the five years preceding the date of this Securities Note, the Directors hold or have held the following directorships (apart from their directorships of the Company) or memberships of administrative, management or supervisory bodies and/or partnerships:

<b>Name</b>	<b>Current</b>	<b>Previous</b>
Hugh W M Little	AMJPEF Founder Partner Limited Dark Matter Distillers Limited Maven Capital (Llandudno) LLP Robert Gordon's College Robert Gordon's College (Trading) Limited Sport Technology Services Limited	Clan Cancer Support Clan Now Limited Custodian Real Estate (DROP) Limited Drum Income Plus REIT plc Majenta Logistics Limited (members' voluntary liquidation – dissolved 10 March 2020) TCAM Asset Management Group Limited (members' voluntary liquidation – dissolved 5 January 2021)
Joanna de Montgros	Everoze Partners Limited	Co-Pilot Wind Project Ltd
Ashley Paxton	BC Partners Management GR Limited Ikigai Ventures Limited JZ Capital Partners Limited Paxton Capital Limited Starz Zenith Capital Ltd. The Youth Commission for Guernsey & Alderney LBG TwentyFour Select Monthly Income Fund Limited	Home-Start Guernsey LBG (voluntary strike off – dissolved 23 February 2022) Invicta Wealth Solutions Limited KPMG Channel Islands Limited KPMG Corporate Finance Limited (members' voluntary liquidation – dissolved 29 June 2017) KPMG LLP KPMG Properties Limited (members' voluntary liquidation – dissolved 29 June 2017) Phoenix Investment Holdings

Name	Current	Previous
		Limited Phoenix Property Holdings Limited Phoenix Asset Holdings Limited Young People Guernsey LBG (voluntary strike off – dissolved 15 March 2021)

- 2.9 The Directors in the five years before the date of this Securities Note:
- 2.9.1 do not have any convictions in relation to fraudulent offences;
- 2.9.2 save as disclosed in paragraph 2.8 of this Part 7, have not been associated with any bankruptcies, receiverships, liquidations or administration of any partnership or company through acting in the capacity as a member of the administrative, management or supervisory body or as a partner, founder or senior manager of such partnership or company; and
- 2.9.3 do not have any official public incrimination and/or sanctions by statutory or regulatory authorities (including designated professional bodies) and have not been disqualified by a court from acting as a member of the administration, management or supervisory bodies of any issuer or from acting in the management or conduct of the affairs of any issuer.
- 2.10 So far as is known to the Company, and as notifiable under the Disclosure Guidance and Transparency Rules, as at the Latest Practicable Date, the following persons held, directly or indirectly, 3% or more of the issued Ordinary Shares or the Company's voting rights:

Name	Number of Ordinary Shares	Percentage of voting rights
Bagnall Energy Limited	23,902,437	17.45%
T Choithram & Sons Ltd (UK)	10,000,000	7.30%
South Yorkshire Pensions Authority	5,000,000	3.65%
Stichting Juridisch Eigendom Privium Sustainable Impact Fund	4,500,000	3.28%

- 2.11 All Shareholders have the same voting rights in respect of shares of the same class in the share capital of the Company.
- 2.12 As at the Latest Practicable Date, the Company and the Directors are not aware of any person who, directly or indirectly, jointly or severally, exercises or could exercise control over the Company.
- 2.13 As at the date of this Securities Note, the Company and the Directors are not aware of any arrangements, the operation of which may at a subsequent date result in a change in control of the Company.
- 2.14 Save as disclosed in note 22 on page 137 of the 2021 Annual Report (which is incorporated by reference into the Prospectus), the Company has not entered into any related party transaction at any time during the period from incorporation up to the date of this Securities Note.
- 2.15 As at the date of this Securities Note, none of the Directors has any conflict of interest or potential conflict of interest between any duties to the Company and their private interests and/or other duties.
- 2.16 The Company maintains directors' and officers' liability insurance on behalf of the Directors at the expense of the Company.

### 3 THE ARTICLES

The Articles contain provisions, *inter alia*, to the following effect:

#### 3.1 *Objects/Purposes*

The Articles do not provide for any objects of the Company and accordingly the Company's objects are unrestricted.

#### 3.2 *Voting rights*

3.2.1 Subject to the provisions of the Companies Act, to any special terms as to voting on which any shares may have been issued or may from time to time be held and any suspension or abrogation of voting rights pursuant to the Articles, at a general meeting of the Company every shareholder who is present in person shall, on a show of hands, have one vote, every proxy who has been appointed by a shareholder entitled to vote on the resolution shall, on a show of hands, have one vote and every shareholder present in person or by proxy shall, on a poll, have one vote for each share of which he/she is a holder. A shareholder entitled to more than one vote need not, if he/she votes, use all his/her votes or vest all the votes he/she uses the same way. In the case of joint holders, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders.

3.2.2 Unless the Board otherwise determines, no shareholder is entitled to vote at a general meeting or at a separate meeting of shareholders of any class of shares, either in person or by proxy, or to exercise any other right or privilege as a shareholder in respect of any share held by him, unless all calls presently payable by him in respect of that share, whether alone or jointly with any other person, together with interest and expenses (if any) payable by such shareholder to the Company have been paid.

3.2.3 Notwithstanding any other provision of the Articles, where required by the Listing Rules, a vote must be decided by a resolution of the holders of the Company's shares that have been admitted to premium listing. In addition, where the Listing Rules require that a particular resolution must in addition be approved by the independent shareholders (as such term is defined in the Listing Rules), only independent shareholders who hold the Company's shares that have been admitted to premium listing can vote on such separate resolution.

#### 3.3 *Dividends*

3.3.1 Subject to the provisions of the Companies Act and of the Articles, the Company may by ordinary resolution declare dividends to be paid to shareholders according to their respective rights and interests in the profits of the Company. However, no dividend shall exceed the amount recommended by the Board.

3.3.2 Subject to the provisions of the Companies Act, the Board may declare and pay such interim dividends (including any dividend payable at a fixed rate) as appears to the Board to be justified by the profits of the Company available for distribution. If at any time the share capital of the Company is divided into different classes, the Board may pay such interim dividends on shares which rank after shares conferring preferential rights with regard to dividends as well as on shares conferring preferential rights, unless at the time of payment any preferential dividend is in arrears. Provided that the Board acts in good faith, it shall not incur any liability to the holders of shares conferring preferential rights for any loss that they may suffer by the lawful payment of any interim dividend on any shares ranking after those preferential rights.

3.3.3 All dividends, interest or other sums payable and unclaimed for a period of 12 months after having become payable may be invested or otherwise used by the Board for the benefit of the Company until claimed and the Company shall not be constituted a trustee in respect thereof. All dividends unclaimed for a period of 12 years after having become payable shall, if the Board so resolves, be forfeited and shall cease to remain owing by, and shall become the property of, the Company.

- 3.3.4 The Board may, with the authority of an ordinary resolution of the Company, direct that payment of any dividend declared may be satisfied wholly or partly by the distribution of assets, and in particular of paid up shares or debentures of any other company, or in any one or more of such ways.
- 3.3.5 The Board may also, with the prior authority of an ordinary resolution of the Company and subject to such terms and conditions as the Board may determine, offer to holders of shares the right to elect to receive shares, credited as fully paid, instead of the whole (or some part, to be determined by the Board) of any dividend specified by the ordinary resolution.
- 3.3.6 Unless the Board otherwise determines, the payment of any dividend or other money that would otherwise be payable in respect of shares will be withheld if such shares represent at least 0.25% in nominal value of their class and the holder, or any other person whom the Company reasonably believes to be interested in those shares, has been duly served with a notice pursuant to the Companies Act requiring such person to provide information about his/her interests in the Company's shares and has failed to supply the required information within 14 calendar days. Furthermore, such a holder shall not be entitled to elect to receive shares instead of a dividend.
- 3.4 *Distribution of assets on a winding-up*
- 3.4.1 If the Company is wound up, with the sanction of a special resolution and any other sanction required by law and subject to the Companies Act, the liquidator may divide among the Shareholders in specie the whole or any part of the assets of the Company and for that purpose may value any assets and determine how the division shall be carried out as between the Shareholders or different classes of Shareholders. With the like sanction, the liquidator may vest the whole or any part of the assets in trustees upon such trusts for the benefit of the Shareholders as he/she may with the like sanction determine, but no Shareholder shall be compelled to accept any shares or other securities upon which there is a liability.
- 3.5 *Transfer of shares*
- 3.5.1 Subject to any applicable restrictions in the Articles, each shareholder may transfer all or any of his/her shares which are in certificated form by instrument of transfer in writing in any usual form or in any form approved by the Board. Such instrument must be executed by or on behalf of the transferor and (in the case of a transfer of a share which is not fully paid up) by or on behalf of the transferee. The transferor is deemed to remain the holder of the share until the transferee's name is entered in the register of shareholders.
- 3.5.2 The Board may, in its absolute discretion, refuse to register any transfer of a share in certificated form (or renunciation of a renounceable letter of allotment) unless:
- 3.5.2.1 it is in respect of a share which is fully paid up;
- 3.5.2.2 it is in respect of only one class of shares;
- 3.5.2.3 it is in favour of a single transferee or not more than four joint transferees;
- 3.5.2.4 it is duly stamped (if so required); and
- 3.5.2.5 it is delivered for registration to the registered office for the time being of the Company or such other place as the Board may from time to time determine, accompanied (except in the case of (a) a transfer by a recognised person where a certificate has not been issued (b) a transfer of an uncertificated share or (c) a renunciation) by the certificate for the share to which it relates and such other evidence as the Board may reasonably require to prove the title of the transferor or person renouncing and the due execution of the transfer or renunciation by him/her or, if the transfer or renunciation is executed by some other person on his/her behalf, the authority of that person to do so,

provided that the Board shall not refuse to register a transfer or renunciation of a partly paid share in certificated form on the grounds that it is partly paid in circumstances where such refusal would prevent dealings in such share from taking place on an open and proper basis on the market on which such share is admitted to trading.

The Board may refuse to register a transfer of an uncertificated share in such other circumstances as may be permitted or required by the regulations and the relevant electronic system provided that such refusal does not prevent dealings in shares from taking place on an open and proper basis.

- 3.5.3 Unless the Board otherwise determines, a transfer of shares will not be registered if the transferor or any other person whom the Company reasonably believes to be interested in the transferor's shares has been duly served with a notice pursuant to the Companies Act requiring such person to provide information about his/her interests in the Company's shares, has failed to supply the required information within the prescribed period from the service of the notice and the shares in respect of which such notice has been served represent at least 0.25% in nominal value of their class, unless the shareholder is not himself/herself in default as regards supplying the information required and proves to the satisfaction of the Board that no person in default as regards supplying such information is interested in any of the shares the subject of the transfer, or unless such transfer is by way of acceptance of a takeover offer, in consequence of a sale on a recognised investment exchange or any other stock exchange outside the United Kingdom on which the Company's shares are normally traded or is in consequence of a *bona fide* sale to an unconnected party.
- 3.5.4 If the Board refuses to register a transfer of a share, it shall send the transferee notice of its refusal, together with its reasons for refusal, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company or, in the case of an uncertificated share, the date on which appropriate instructions were received by or on behalf of the Company in accordance with the regulations of the relevant electronic system.
- 3.5.5 No fee shall be charged for the registration of any instrument of transfer or any other document relating to or affecting the title to any shares.
- 3.5.6 If at any time the holding or beneficial ownership of any shares in the Company by any person (whether on its own or taken with other shares), in the opinion of the Directors: (i) would cause the assets of the Company to be treated as "plan assets" of any Benefit Plan Investor under section 3(42) of ERISA or the U.S. Tax Code; or (ii) would or might result in the Company and/or its shares and/or any of its appointed investment managers or investment advisers being required to register or qualify under the U.S. Investment Company Act, and/or U.S. Investment Advisers Act of 1940 and/or the U.S. Securities Act and/or the U.S. Securities Exchange Act 1934, as amended and/or any laws of any state of the U.S. or other jurisdiction that regulate the offering and sale of securities; or (iii) may cause the Company not to be considered a "Foreign Private Issuer" under the U.S. Securities Exchange Act 1934, as amended; or (iv) may cause the Company to be a "controlled foreign corporation" for the purpose of the U.S. Tax Code; or (v) creates a significant legal or regulatory issue for the Company under the U.S. Bank Holding Company Act 1956, as amended or regulations or interpretations thereunder, or (vi) would cause the Company adverse consequences under the foreign account tax compliance provisions of the U.S. Hiring Incentives to Restore Employment Act of 2010 or any similar legislation in any territory or jurisdiction (including the International Tax Compliance Regulation 2015), including the Company becoming subject to any withholding tax or reporting obligation or to be unable to avoid or reduce any such tax or to be unable to comply with any such reporting obligation (including by reason of the failure of the Shareholder concerned to provide promptly to the Company such information and documentation as the Company may have requested to enable the Company to avoid or minimise such withholding tax or to comply with such reporting obligations) then any shares which the Directors decide

are shares which are so held or beneficially owned (“**Prohibited Shares**”) must be dealt with in accordance with paragraph 3.5.7 below. The Directors may at any time give notice in writing to the holder of a share requiring him to make a declaration as to whether or not the share is a Prohibited Share.

3.5.7 The Directors shall give written notice to the holder of any share which appears to them to be a Prohibited Share requiring him within 21 calendar days (or such extended time as the Directors consider reasonable) to transfer (and/or procure the disposal of interests in) such share to another person so that it will cease to be a Prohibited Share. From the date of such notice until registration for such a transfer or a transfer arranged by the Directors as referred to below, the share will not confer any right on the holder to receive notice of or to attend and vote at a general meeting of the Company and of any class of shareholder and those rights will vest in the Chair of any such meeting, who may exercise or refrain from exercising them entirely at his/her discretion. If the notice is not complied with within 21 calendar days to the satisfaction of the Directors, the Directors shall arrange for the Company to sell the share at the best price reasonably obtainable to any other person so that the share will cease to be a Prohibited Share. The net proceeds of sale (after payment of the Company’s costs of sale and together with interest at such rate as the Directors consider appropriate) shall be paid over by the Company to the former holder upon surrender by him of the relevant share certificate (if applicable).

3.5.8 Upon transfer of a share the transferee of such share shall be deemed to have represented and warranted to the Company that such transferee is acquiring shares in an offshore transaction meeting the requirements of Regulation S and is not, nor is acting on behalf of: (i) a Benefit Plan Investor and no portion of the assets used by such transferee to acquire or hold an interest in such share constitutes or will be treated as “plan assets” of any Benefit Plan Investor under section 3(42) of ERISA; and/or (ii) a U.S. Person.

### 3.6 *Variation of rights*

3.6.1 Subject to the provisions of the Companies Act, if at any time the share capital of the Company is divided into shares of different classes, any of the rights for the time being attached to any shares (whether or not the Company may be or is about to be wound up) may from time to time be varied or abrogated in such manner (if any) as may be provided in the Articles by such rights or, in the absence of any such provision, either with the consent in writing of the holders of not less than three-quarters in nominal value of the issued shares of the relevant class (excluding any shares of that class held as treasury shares) or with the sanction of a special resolution passed at a separate general meeting of the holders of the class.

3.6.2 The quorum at every such meeting shall be not less than two persons present (in person or by proxy) holding at least one-third of the nominal amount paid up on the issued shares of the relevant class (excluding any shares of that class held as treasury shares) and at an adjourned meeting not less than one person holding shares of the relevant class or his/her proxy.

### 3.7 *Alteration of share capital*

The Company may by ordinary resolution:

3.7.1 consolidate and divide all or any of its share capital into shares of larger nominal value than its existing shares;

3.7.2 subject to the provisions of the Companies Act, sub-divide its shares, or any of them, into shares of smaller nominal value than its existing shares;

3.7.3 determine that, as between the shares resulting from such a sub-division, one or more shares may, as compared with the others, have any such preferred, deferred or other rights or be subject to any such restrictions, as the Company has power to attach to unissued or new shares; and

- 3.7.4 redenominate its share capital by converting shares from having a fixed nominal value in one currency to having a fixed nominal value in another currency.

3.8 *General meetings*

- 3.8.1 The Board may convene a general meeting (which is not an annual general meeting) whenever and at such time and place, and/or on such electronic platform(s), as it thinks fit.
- 3.8.2 The Board shall determine whether a general meeting is to be held as a physical general meeting and/or an electronic general meeting.
- 3.8.3 The Board may enable persons entitled to attend a general meeting to do so by simultaneous attendance by electronic means. The right of a member to participate in the business of any electronic general meeting shall include the right to speak, vote on a poll, be represented by a proxy and have access (including by electronic means) to all documents which are to be made available. The members or proxies so present shall count in the quorum for the general meeting in question.
- 3.8.4 A general meeting shall be convened by such notice as may be required by law from time to time.
- 3.8.5 The notice of any general meeting shall include such statements as are required by the Companies Act and shall in any event specify:
- 3.8.5.1 whether the meeting is convened as an annual general meeting or any other general meeting;
  - 3.8.5.2 whether the meeting will be physical and/or electronic;
  - 3.8.5.3 the place and/or electronic platform(s), the day, and the time of the meeting;
  - 3.8.5.4 the general nature of the business to be transacted at the meeting;
  - 3.8.5.5 if the meeting is convened to consider a special resolution, the text of the resolution and the intention to propose the resolution as such; and
- with reasonable prominence, that a shareholder entitled to attend and vote is entitled to appoint one or (provided each proxy is appointed to exercise the rights attached to a different share held by the shareholder) more proxies to attend and to speak and vote instead of the shareholder and that a proxy need not also be a shareholder.
- 3.8.6 The notice must be given to the shareholders (other than any who, under the provisions of the Articles or of any restrictions imposed on any shares, are not entitled to receive notice from the Company), to the Directors and the auditors and to any other person who may be entitled to receive it. The accidental omission to give or send notice of any general meeting, or, in cases where it is intended that it be given or sent out with the notice, any other document relating to the meeting including an appointment of proxy to, or the non-receipt of notice by, any person entitled to receive the same, shall not invalidate the proceedings at the meeting.
- 3.8.7 The right of a shareholder to participate in the business of any general meeting shall include without limitation the right to speak, vote, be represented by a proxy or proxies and have access to all documents which are required by the Companies Act or the Articles to be made available at the meeting.
- 3.8.8 A Director shall, notwithstanding that he/she is not a shareholder, be entitled to attend and speak at any general meeting and at any separate meeting of the holders of any class of shares of the Company. The Chair of any general meeting may also invite any person to attend and speak at that meeting if he/she considers that this will assist in the deliberations of the meeting.
- 3.8.9 No business shall be transacted at any general meeting unless a quorum is present when the meeting proceeds to business. Subject to the Articles, two persons entitled to attend and to vote on the business to be transacted, each being a shareholder so entitled or a proxy for a shareholder so entitled or a duly authorised

representative of a corporation which is a shareholder so entitled, shall be a quorum. If, at any time, there is only one person entitled to attend and to vote on the business to be transacted, such person being the sole shareholder so entitled or a proxy for such sole shareholder so entitled or a duly authorised representative of a corporation which is such sole shareholder so entitled, shall be a quorum. The Chair of the meeting may, with the consent of the meeting at which a quorum is present, and shall, if so directed by the meeting, adjourn the meeting from time to time (or indefinitely) and from place to place as the meeting shall determine. Where a meeting is adjourned indefinitely, the Board shall fix a time and place for the adjourned meeting. Whenever a meeting is adjourned for 30 calendar days or more or indefinitely, seven clear days' notice at the least, specifying the place, the day and time of the adjourned meeting and the general nature of the business to be transacted, must be given in the same manner as in the case of the original meeting.

3.8.10 A resolution put to a vote of the meeting shall be decided on a show of hands unless a poll is duly demanded. Subject to the provisions of the Companies Act, a poll may be demanded by:

3.8.10.1 the Chair;

3.8.10.2 at least five shareholders having the right to vote on the resolution;

3.8.10.3 a shareholder or shareholders representing not less than 10% of the total voting rights of all the shareholders having the right to vote on the resolution (excluding any voting rights attached to shares held as treasury shares); or

3.8.10.4 a shareholder or shareholders holding shares conferring the right to vote on the resolution, being shares on which an aggregate sum has been paid up equal to not less than 10% of the total sum paid up on all the shares conferring that right (excluding any voting rights attached to shares in the Company conferring a right to vote on the resolution held as treasury shares).

3.8.11 Resolutions put to shareholders at electronic general meetings shall be voted on by a poll. Poll votes may be cast by electronic means as the Board deems appropriate.

3.8.12 Nothing in the Articles will prevent the Company from holding physical general meetings. The potential to hold a general meeting through wholly electronic means is intended as a solution to be adopted as a last resort to ensure the continued smooth operation of the Company in extreme operating circumstances where physical meetings are prohibited. The Company has no present intention of holding a wholly electronic general meeting, will endeavour to hold a physical general meeting wherever possible and will only utilise the ability to hold a wholly virtual general meeting in the circumstances referred to immediately above and in other similar circumstances, such as on the occurrence of the proliferation of disease, virus, infection or any other health related circumstance (such as, *inter alia*, an epidemic or pandemic) which leads to actual or anticipated changes in health related policy, guidance or legislation of the Government of England and Wales from time to time which, in the reasonable opinion of the Directors, renders the holding of a physical general meeting not possible and/or undesirable in the interests of the health and safety of members attending such general meeting.

### 3.9 *Borrowing powers*

The Directors may exercise all the powers of the Company to borrow money and to mortgage or charge all or any part of its undertaking, property and assets (present and future) and, subject to the provisions of the Companies Act, to issue debentures and other securities, whether outright or as collateral security for any debt, liability or obligation of the Company or of any third party.

### 3.10 *Issue of shares*

Subject to the provisions of the Companies Act and to any rights for the time being attached to any shares, any shares may be allotted or issued with or have attached to them such preferred, deferred or other rights or restrictions, whether in regard to dividend, voting, transfer, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine or, if no such resolution has been passed or so far as the resolution does not make specific provision, as the Board may determine, and any share may be issued which is, or at the option of the Company or the holder of such share is liable to be, redeemed in accordance with the Articles or as the Directors may determine.

### 3.11 *Powers of the Board*

The business of the Company shall be managed by the Directors who, subject to the provisions of the Articles and to any directions given by special resolution to take, or refrain from taking, specified action, may exercise all the powers of the Company, whether relating to the management of the business or not. Any Director may appoint any other Director, or any other person approved by resolution of the Directors and willing to act and permitted by law to do so, to be an alternate Director.

### 3.12 *Directors' fees*

The Directors (other than alternate Directors) shall be entitled to receive by way of fees for their services as Directors such sum as the Board may from time to time determine (not exceeding in aggregate £300,000 per annum or such other sum as the Company in general meeting shall from time to time determine). Any such fees payable shall be distinct from any salary, remuneration or other amounts payable to a Director pursuant to any other provision of the Articles or otherwise and shall accrue from day to day.

The Directors are entitled to be repaid all reasonable travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors.

### 3.13 *Directors' interests*

3.13.1 The Board may authorise any matter proposed to it in accordance with the Articles which would otherwise involve a breach by a Director of his/her duty to avoid conflicts of interest under the Companies Act, including any matter which relates to a situation in which a Director has or can have an interest which conflicts, or possibly may conflict, with the interest of the Company or the exploitation of any property, information or opportunity, whether or not the Company could take advantage of it (excluding any situation which cannot reasonably be regarded as likely to give rise to a conflict of interest). This does not apply to a conflict of interest arising in relation to a transaction or arrangement with the Company. Any authorisation will only be effective if any quorum requirement at any meeting at which the matter was considered is met without counting the Director in question or any other interested Director and the matter was agreed to without their voting or would have been agreed to if their votes had not been counted. The Board may impose limits or conditions on any such authorisation or may vary or terminate it at any time.

3.13.2 Subject to having, where required, obtained authorisation of the conflict from the Board, a Director shall be under no duty to the Company with respect to any information which he/she obtains or has obtained otherwise than as a Director and in respect of which he/she has a duty of confidentiality to another person and will not be in breach of the general duties he/she owes to the Company under the Companies Act because he/she fails to disclose any such information to the Board or to use or apply any such information in performing his/her duties as a Director, or because he/she or she absents himself/herself from meetings of the Board at which any matter relating to a conflict of interest, or possible conflict, of interest is discussed and/or makes arrangements not to receive documents or information relating to any matter which gives rise to a conflict of interest or possible conflict of interest and/or makes arrangements for such documents and information to be received and read by a professional adviser.

- 3.13.3 Provided that his/her interest is disclosed at a meeting of the Board, or in the case of a transaction or arrangement with the Company, in the manner set out in the Companies Act, a Director, notwithstanding his/her office:
- 3.13.3.1 may be a party to or otherwise be interested in any transaction arrangement or proposal with the Company or in which the Company is otherwise interested;
  - 3.13.3.2 may hold any other office or place of profit at the Company (except that of auditor of the Company or any of its subsidiaries) and may act by himself/herself or through his/her firm in a professional capacity for the Company, and in any such case on such terms as to remuneration and otherwise as the Board may arrange;
  - 3.13.3.3 may be a director or other officer of, or employed by, or a party to any transaction or arrangement with, or otherwise interested in, any company promoted by the Company or in which the Company is otherwise interested or as regards which the Company has powers of appointment; and
  - 3.13.3.4 shall not be liable to account to the Company for any profit, remuneration or other benefit realised by any office or employment or from any transaction, arrangement or proposal or from any interest in any body corporate. No such transaction, arrangement or proposal shall be liable to be avoided on the grounds of any such interest or benefit nor shall the receipt of any such profit, remuneration or any other benefit constitute a breach of his/her duty not to accept benefits from third parties.
- 3.13.4 A Director need not declare an interest in the case of a transaction or arrangement with the Company if the other Directors are already aware, or ought reasonably to be aware, of the interest or it concerns the terms of his/her service contract that have been or are to be considered at a meeting of the Directors or if the interest consists of him being a director, officer or employee of a company in which the Company is interested.
- 3.13.5 The Board may cause the voting rights conferred by the shares in any other company held or owned by the Company or any power of appointment to be exercised in such manner in all respects as it thinks fit and a Director may vote on and be counted in the quorum in relation to any of these matters.

#### 3.14 *Restrictions on Directors voting*

- 3.14.1 A Director shall not vote on, or be counted in the quorum in relation to, any resolution of the Board or of a committee of the Board concerning any transaction or arrangement in which he/she has an interest which is to his/her knowledge a material interest and, if he/she purports to do so, his/her vote will not be counted, but this prohibition shall not apply in respect of any resolution concerning any one or more of the following matters:
- 3.14.1.1 any transaction or arrangement in which he/she is interested by means of an interest in shares, debentures or other securities or otherwise in or through the Company;
  - 3.14.1.2 the giving of any guarantee, security or indemnity in respect of money lent to, or obligations incurred by him or any other person at the request of or for the benefit of, the Company or any of its subsidiary undertakings;
  - 3.14.1.3 the giving of any guarantee, security or indemnity in respect of a debt or obligation of the Company or any of its subsidiary undertakings for which he himself/she herself has assumed responsibility in whole or in part under a guarantee or indemnity or by the giving of security;
  - 3.14.1.4 the giving of any other indemnity where all other Directors are also being offered indemnities on substantially the same terms;

- 3.14.1.5 any proposal concerning an offer of shares or debentures or other securities of or by the Company or any of its subsidiary undertakings in which offer he/she is or may be entitled to participate as a holder of securities or in the underwriting or sub-underwriting of which he/she is to participate;
  - 3.14.1.6 any proposal concerning any other body corporate in which he/she does not to his/her knowledge have an interest (as the term is used in Part 22 of the Companies Act) in 1% or more of the voting rights which he/she or as shareholder or through his/her direct or indirect holding of financial instruments (within the meaning of the Disclosure Guidance and Transparency Rules) in such body corporate;
  - 3.14.1.7 any proposal relating to an arrangement for the benefit of the employees of the Company or any of its subsidiary undertakings which does not award him any privilege or benefit not generally awarded to the employees to whom such arrangement relates;
  - 3.14.1.8 any proposal concerning insurance which the Company proposes to maintain or purchase for the benefit of Directors or for the benefit of persons who include Directors;
  - 3.14.1.9 any proposal concerning the funding of expenditure by one or more Directors on defending proceedings against him or them, or doing anything to enable such Director or Directors to avoid incurring such expenditure; or
  - 3.14.1.10 any transaction or arrangement in respect of which his/her interest, or the interest of Directors generally has been authorised by ordinary resolution.
- 3.14.2 A Director shall not vote or be counted in the quorum on any resolution of the Board or committee of the Board concerning his/her own appointment (including fixing or varying the terms of his/her appointment or its termination) as the holder of any office or place of profit with the Company or any company in which the Company is interested.
- 3.15 *Number of Directors*  
Unless and until otherwise determined by an ordinary resolution of the Company, the number of Directors shall be not less than two and the number is not subject to a maximum.
- 3.16 *Directors' appointment and retirement*
- 3.16.1 Directors may be appointed by the Company by ordinary resolution or by the Board. If appointed by the Board, a Director shall hold office only until the next annual general meeting.
  - 3.16.2 At each annual general meeting all of the Directors will retire from office except any Director appointed by the Board after the notice of that annual general meeting has been given and before that annual general meeting has been held.
- 3.17 *Notice requiring disclosure of interest in shares*
- 3.17.1 The Company may, by notice in writing, require a person whom the Company knows to be, or has reasonable cause to believe is, interested in any shares or at any time during the three years immediately preceding the date on which the notice is issued to have been interested in any shares, to confirm that fact or (as the case may be) to indicate whether or not this is the case and to give such further information as may be required by the Directors. Such information may include, without limitation, particulars of the person's identity, particulars of the person's own past or present interest in any shares and to disclose the identity of any other person who has a present interest in the shares held by him, where the interest is a present interest and any other interest, in any shares, which subsisted during that three year period at any time when his/her own interest subsisted to give (so far as is within his/her knowledge) such particulars with respect to that other interest as

may be required and where a person's interest is a past interest to give (so far as is within his/her knowledge) like particulars for the person who held that interest immediately upon his/her ceasing to hold it.

- 3.17.2 If any shareholder is in default in supplying to the Company the information required by the Company within the prescribed period (which is 14 calendar days after service of the notice), or such other reasonable period as the Directors may determine, the Directors in their absolute discretion may serve a direction notice on the shareholder. The direction notice may direct that in respect of the shares in respect of which the default has occurred (the “**default shares**”) the shareholder shall not be entitled to vote in general meetings or class meetings. Where the default shares represent at least 0.25% in nominal value of the class of shares concerned (excluding treasury shares), the direction notice may additionally direct that dividends on such shares will be retained by the Company (without interest) and that no transfer of the default shares (other than a transfer authorised under the Articles) shall be registered until the default is rectified.

3.18 *Untraced shareholders*

Subject to the Articles, the Company may sell any shares registered in the name of a shareholder remaining untraced for 12 years who fails to communicate with the Company following advertisement of an intention to make such a disposal. Until the Company can account to the shareholder, the net proceeds of sale will be available for use in the business of the Company or for investment, in either case at the discretion of the Board. The proceeds will not carry interest.

3.19 *Indemnity of officers*

Subject to the provisions of the Companies Act, but without prejudice to any indemnity to which he/she might otherwise be entitled, every past or present Director (including an alternate Director) or officer of the Company or a director or officer of an associated company (except the auditors or the auditors of an associated company) may at the discretion of the Board be indemnified out of the assets of the Company against all costs, charges, losses, damages and liabilities incurred by him for negligence, default, breach of duty, breach of trust or otherwise in relation to the affairs of the Company or of an associated company, or in connection with the activities of the Company, or of an associated company, or as a trustee of an occupational pension scheme (as defined in section 235(6) Companies Act). In addition, the Board may purchase and maintain insurance at the expense of the Company for the benefit of any such person indemnifying him against any liability or expenditure incurred by him for acts or omissions as a Director or officer of the Company (or of an associated company).

3.20 *Management Shares*

The Management Shares can be redeemed at any time (subject to the provisions of the Companies Act) by the Company and carry the right to receive a fixed annual dividend equal to 0.01% of the nominal amount of each of the Management Shares payable on demand. For so long as there are shares of any other class in issue, the holders of the Management Shares will not have any right to receive notice of or vote at any general meeting of the Company. If there are no shares of any other class in issue, the holders of the Management Shares will have the right to receive notice of, and to vote at, general meetings of the Company. In such circumstances, each holder of a Management Share who is present in person (or, being a corporation, by representative) or by proxy at a general meeting will have on a show of hands one vote and on a poll every such holder who is present in person (or being a corporation, by representative) or by proxy will have one vote in respect of each Management Share held by him or her.

3.21 *Continuation Vote*

An ordinary resolution for the continuation of the Company as a closed-ended investment company will be proposed at a general meeting of the Company to be held in December 2025. An ordinary resolution for the continuation of the Company as a closed-ended investment company will then be proposed at a general meeting of the Company in 2031 and at each fifth annual general meeting of the Company thereafter. If the resolution is

not passed, then the Directors shall put forward for the reconstruction or reorganisation of the Company to the members as soon as reasonably practicable following the date on which the resolution is not passed.

### 3.22 C Shares and Deferred Shares

3.22.1 The following definitions apply for the purposes of this paragraph 3.22 only:

**“Calculation Date”** means, in relation to any tranche of C Shares, the earliest of the:

- (i) the close of business on the date on which the Board becomes aware or is notified by the Investment Manager that at least 85% of the net issue proceeds attributable to that class of C Share (or such other percentage as the Directors and the Investment Manager shall agree) shall have been deployed in accordance with the Company’s investment objective and policy;
- (ii) the close of business on the date falling twelve calendar months (or such other period as may be determined by the Board) after the allotment of that tranche of C Shares or if such date is not a Business Day, the next following Business Day;
- (iii) the close of business on such date as the Directors may decide is necessary to enable the Company to comply with its obligations in respect of Conversion of that tranche of C Shares; or
- (iv) close of business on the day on which the Directors resolve that Force Majeure Circumstances have arisen or are in contemplation in relation to any tranche of C Shares;

**“Conversion”** means conversion of any tranche of C Shares into Ordinary Shares and Deferred Shares in accordance with paragraph 3.22.8 below;

**“Conversion Date”** means, in relation to any tranche of C Shares, the close of business on such Business Day as may be selected by the Directors falling not more than 40 Business Days after the Calculation Date of such tranche of C Shares;

**“Conversion Ratio”** is the ratio of the Net Asset Value per C Share of the relevant tranche to the Net Asset Value per Ordinary Share, which is calculated as:

$$\text{Conversion Ratio} = \frac{A}{B}$$

$$A = \frac{C-D}{E}$$

$$B = \frac{F-G}{E}$$

where:

**“C”** is the aggregate of:

- (i) the value of the investments of the Company attributable to the C Shares of the relevant tranche (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed, quoted, dealt in or traded on a stock exchange calculated by reference to the bid-market quotations at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the relevant Calculation Date on the principal stock exchange or market where the relevant investment is listed, quoted, dealt in or

traded, as derived from the relevant exchange's or market's recognised method of publication of prices for such investments where such published prices are available;

- (ii) the value of all other investments of the Company attributable to the C Shares of the relevant tranche (other than investments included in (i) above) calculated by reference to the Directors' belief as to an appropriate current value for those investments on the relevant Calculation Date calculated in accordance with the valuation policy adopted by the Company from time to time after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors' opinion, fairly reflects, on the relevant Calculation Date, the value of the current assets of the Company attributable to the C Shares of the relevant tranche (excluding the investments valued under (i) and (ii) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature calculated in accordance with the valuation policy adopted by the Company from time to time);

"D" is the amount (to the extent not otherwise deducted from the assets attributable to the C Shares of the relevant tranche) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the C Shares of the relevant tranche on the relevant Calculation Date (including the amount of any declared but unpaid dividends in respect of such C Shares);

"E" is the number of C Shares of the relevant tranche in issue on the relevant Calculation Date;

"F" is the aggregate of:

- (i) the value of all the investments of the Company attributable to the Ordinary Shares (other than investments which are subject to restrictions on transfer or a suspension of dealings, which are in each case to be valued in accordance with (ii) below) which are listed, quoted, dealt in or traded on a stock exchange calculated by reference to the bid price at close of business of, or, if appropriate, the daily average of the prices marked for, those investments on the relevant Calculation Date on the principal stock exchange or market where the relevant investment is listed, quoted, dealt in or traded as derived from the relevant exchange's or market's recognised method of publication of prices for such investments where such published prices are available; and
- (ii) the value of all other investments of the Company attributable to the Ordinary Shares (other than investments included in (i) above) calculated by reference to the Directors' belief as to an appropriate current value for those investments on the relevant Calculation Date calculated in accordance with the valuation policy adopted by the Company from time to time after taking into account any other price publication services reasonably available to the Directors; and
- (iii) the amount which, in the Directors' opinion, fairly reflects, on the relevant Calculation Date, the value of the current assets of the Company attributable to the Ordinary Shares (excluding the investments valued under (i) and (ii) above but including cash and deposits with or balances at a bank and including any accrued income less accrued expenses and other items of a revenue nature calculated in accordance with the valuation policy adopted by the Company from time to time);

"G" is the amount (to the extent not otherwise deducted in the calculation of F) which, in the Directors' opinion, fairly reflects the amount of the liabilities of the Company attributable to the Ordinary Shares on the relevant Calculation Date (including the amount of any declared but unpaid dividends in respect of such Ordinary Shares); and

“**H**” is the number of Ordinary Shares in issue on the relevant Calculation Date (excluding any Ordinary Shares held in treasury),

provided that the Directors shall make such adjustments to the value or amount of A and B as the Directors believe to be appropriate having regard among other things, to the assets of the Company immediately prior to the date on which the Company first receives the net proceeds of an issue of C Shares of the relevant tranche and/or to the reasons for the issue of the C Shares of the relevant tranche and the Directors shall determine which investments or proportion thereof shall be attributable to a tranche of C Shares and the Ordinary Shares;

“**Deferred Shares**” means deferred shares of £0.01 each in the capital of the Company arising on Conversion;

“**Existing Shares**” means the Ordinary Shares in issue immediately prior to Conversion; and

“**Force Majeure Circumstances**” means, in relation to any tranche of C Shares (i) any political and/or economic circumstances and/or actual or anticipated changes in fiscal or other legislation which, in the reasonable opinion of the Directors, renders Conversion necessary or desirable; (ii) the issue of any proceedings challenging, or seeking to challenge, the power of the Company and/or its Directors to issue the C Shares of the relevant tranche with the rights proposed to be attached to them and/or to the persons to whom they are, and/or the terms upon which they are proposed to be issued; or (iii) the giving of notice of any general meeting of the Company at which a resolution is to be proposed to wind up the Company, whichever shall happen earliest.

References to Shareholders, C Shareholders and deferred shareholders should be construed as references to holders for the time being of Ordinary Shares, C Shares of the relevant tranche and Deferred Shares respectively.

3.22.2 The holders of the Ordinary Shares, the Management Shares, any tranche of C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights to be paid dividends:

3.22.2.1 the Deferred Shares (to the extent that any are in issue and extant) shall entitle the holders thereof to a cumulative annual dividend at a fixed rate of 1% of the nominal amount thereof, the first such dividend (adjusted *pro rata* temporis) (the “**Deferred Dividend**”) being payable on the date six months after the Conversion Date on which such Deferred Shares were created in accordance with paragraph 3.22.8 (the “**Relevant Conversion Date**”) and thereafter on each anniversary of such date payable to the holders thereof on the register of shareholders on that date as holders of Deferred Shares but shall confer no other right, save as provided herein, on the holders thereof to share in the profits of the Company. The Deferred Dividend shall not accrue or become payable in any way until the date six months after the Relevant Conversion Date and shall then only be payable to those holders of Deferred Shares registered in the register of shareholders of the Company as holders of Deferred Shares on that date. It should be noted that given the proposed redemption of the Deferred Shares as described below, it is not expected that any dividends will accrue or be paid on such shares;

3.22.2.2 the holders of any tranche of C Shares shall be entitled to receive in that capacity such dividends as the Directors may resolve to pay out of the assets attributable to the C Shares of that tranche and from profits available for distribution which is attributable to the C Shares of that tranche;

3.22.2.3 a holder of Management Shares shall be entitled (in priority to any payment of dividend on any other class of share) to a fixed cumulative preferential dividend 0.01% per annum on the nominal amount of the

Management Shares held by him, such dividend to accrue annually and to be payable in respect of each accounting reference period of the Company within 21 calendar days of the end of such period;

- 3.22.2.4 the Existing Shares shall confer the right to dividends declared in accordance with the Articles; and
  - 3.22.2.5 the Ordinary Shares into which any tranche of C Shares shall convert shall rank *pari passu* with the Existing Shares for dividends and other distributions made or declared by reference to a record date falling after the relevant Calculation Date.
- 3.22.3 The holders of the Ordinary Shares, the Management Shares, any tranche of C Shares and the Deferred Shares shall, subject to the provisions of the Articles, have the following rights as to capital:
- 3.22.3.1 the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase or redemption by the Company of any of its shares) at a time when no C Shares of any tranche are for the time being in issue be applied as follows:
    - (a) first, if there are Deferred Shares in issue, in paying to the deferred shareholders one pence (£0.01) in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders;
    - (b) secondly, in paying to the holders of the Management Shares in respect of each such share the amount paid up or treated as paid up thereon; and
    - (c) thirdly, the surplus shall be divided amongst the Shareholders *pro rata* according to the nominal capital paid up on their holdings of Ordinary Shares.
  - 3.22.3.2 the surplus capital and assets of the Company shall on a winding-up or on a return of capital (otherwise than on a purchase or redemption by the Company of any of its shares) at a time when one or more tranches of C Shares are for the time being in issue and prior to the Conversion Date be applied amongst the holders of the Existing Shares *pro rata* according to the nominal capital paid up on their holdings of Existing Shares, after having deducted therefrom:
    - (a) first, an amount equivalent to (C-D) for each tranche of C Shares in issue using the methods of calculation of C and D given in the definition of Conversion Ratio, which amount(s) shall be applied amongst the C Shareholders of the relevant tranche(s) *pro rata* according to the nominal capital paid up on their holdings of C Shares of the relevant tranche;
    - (b) secondly, if there are Deferred Shares in issue, in paying to the holders of Deferred Shares one pence (£0.01) in aggregate in respect of every one million Deferred Shares (or part thereof) of which they are respectively the holders; and
    - (c) thirdly, in paying to the holders of the Management Shares in respect of each such share the amount paid up or treated as paid up thereon,
- for the purposes of paragraph 3.22.8 the Calculation Date shall be such date as the liquidator may determine.

- 3.22.4 As regards voting:
- 3.22.4.1 the C Shares shall carry the right to receive notice of and to attend and vote at any general meeting of the Company. The voting rights of holders of C Shares will be the same as that applying to holders of Existing Shares as set out in the Articles as if the C Shares and Existing Shares were a single class; and
- 3.22.4.2 the Deferred Shares and, save as provided in paragraph 3.20 of this Part 6, the Management Shares shall not carry any right to receive notice of nor to attend or vote at any general meeting of the Company.
- 3.22.5 The following shall apply to the Deferred Shares:
- 3.22.5.1 the C Shares shall be issued on such terms that the Deferred Shares arising upon Conversion (but not the Ordinary Shares arising on Conversion) may be redeemed by the Company in accordance with the terms set out herein;
- 3.22.5.2 immediately upon Conversion of any tranche of C Shares, the Company shall redeem all of the Deferred Shares which arise as a result of Conversion of that tranche for an aggregate consideration of one penny (£0.01) for all of the Deferred Shares so redeemed and the notice referred to in paragraph 3.22.8.2 below shall be deemed to constitute notice to each C Shareholder of the relevant tranche (and any person or persons having rights to acquire or acquiring C Shares of the relevant tranche on or after the Calculation Date) that the Deferred Shares shall be so redeemed; and
- 3.22.5.3 the Company shall not be obliged to: (i) issue share certificates to the deferred shareholders in respect of the Deferred Shares; or (ii) account to any deferred shareholder for the redemption moneys in respect of such Deferred Shares.
- 3.22.6 Without prejudice to the generality of the Articles, for so long as any C Shares are for the time being in issue it shall be a special right attaching to the Existing Shares as a class and to the C Shares as a separate class that without the sanction or consent of such holders given in accordance with the Articles:
- 3.22.6.1 no alteration shall be made to the Articles;
- 3.22.6.2 no allotment or issue will be made of any security convertible into or carrying a right to subscribe for any share capital of the Company other than the allotment or issue of further C Shares; and
- 3.22.6.3 no resolution of the Company shall be passed to wind up the Company.
- For the avoidance of doubt, but subject to the rights or privileges attached to any other class of shares, the previous sanction of a special resolution of the holders of Existing Shares and C Shares, as described above, shall not be required in respect of:
- 3.22.6.4 the issue of further Ordinary Shares ranking *pari passu* in all respects with the Existing Shares (otherwise than in respect of any dividend or other distribution declared, paid or made on the Existing Shares by the issue of such further Ordinary Shares); or
- 3.22.6.5 the sale of any shares held as treasury shares (as such term is defined in section 724 of the Companies Act) in accordance with sections 727 and 731 of the Companies Act or the purchase or redemption of any shares by the Company (whether or not such shares are to be held in treasury).
- 3.22.7 For so long as any tranche of C Shares are for the time being in issue, until Conversion of such tranche of C Shares and without prejudice to its obligations under applicable laws the Company shall:

- 3.22.7.1 procure that the Company's records, and bank and custody accounts shall be operated so that the assets attributable to the C Shares of that tranche can, at all times, be separately identified and, in particular but without prejudice to the generality of the foregoing, the Company shall, without prejudice to any obligations pursuant to applicable laws, procure that separate cash accounts, broker settlement accounts and investment ledger accounts shall be created and maintained in the books of the Company for the assets attributable to the C Shares of that tranche;
  - 3.22.7.2 allocate to the assets attributable to the C Shares of that tranche such proportion of the income, expenses and liabilities of the Company incurred or accrued between the date on which the Company first receives the net proceeds of an issue of C Shares and the Calculation Date relating to such tranche of C Shares (both dates inclusive) as the Directors fairly consider to be attributable to that tranche of C Shares; and
  - 3.22.7.3 give appropriate instructions to the Investment Manager to manage the Group's assets so that such undertakings can be complied with by the Company.
- 3.22.8 In relation to any tranche of C Shares, the C Shares for the time being in issue of that tranche shall be sub-divided and converted into Ordinary Shares and Deferred Shares on the relevant Conversion Date in accordance with the following provisions of this paragraph 3.22.8:
- 3.22.8.1 the Directors shall procure that within 20 Business Days of the relevant Calculation Date:
    - (a) the Conversion Ratio as at the relevant Calculation Date and the numbers of Ordinary Shares and Deferred Shares to which each C Shareholder of that tranche shall be entitled on Conversion of that tranche shall be calculated; and
    - (b) the Auditors shall confirm that such calculations as have been made by the Company have, in their opinion, been performed in accordance with the Articles and are arithmetically accurate whereupon such calculations shall become final and binding on the Company and all holders of the Company's shares and any other securities issued by the Company which are convertible into the Company's shares, subject to the proviso immediately after the definition of H in paragraph 3.22.1 above.
  - 3.22.8.2 the Directors shall procure that, as soon as practicable following such confirmation and in any event within 30 Business Days of the relevant Calculation Date, a notice is sent to each C Shareholder of the relevant tranche advising such shareholder of the Conversion Date, the Conversion Ratio and the numbers of Ordinary Shares and Deferred Shares to which such C Shareholder of the relevant tranche will be entitled on Conversion;
  - 3.22.8.3 on conversion each C Share of the relevant tranche shall automatically subdivide into 10 conversion shares of £0.01 each and such conversion shares of £0.01 each shall automatically convert into such number of Ordinary Shares and Deferred Shares as shall be necessary to ensure that, upon such Conversion being completed:
    - (a) the aggregate number of Ordinary Shares into which the same number of conversion shares of one penny (£0.01) each are converted equals the number of C Shares of the relevant tranche in issue on the relevant Calculation Date multiplied by the relevant Conversion Ratio (rounded down to the nearest whole new Ordinary Share); and

- (b) each conversion share of one penny (£0.01) which does not so convert into an Ordinary Share shall convert into one Deferred Share,
- 3.22.8.4 the Ordinary Shares and Deferred Shares arising upon Conversion shall be divided amongst the former C Shareholders of the relevant tranche *pro rata* according to their respective former holdings of C Shares of the relevant tranche (provided always that the Directors may deal in such manner as they think fit with fractional entitlements to Ordinary Shares and Deferred Shares arising upon Conversion including, without prejudice to the generality of the foregoing, selling any Ordinary Shares representing such fractional entitlements and retaining the proceeds for the benefit of the Company);
- 3.22.8.5 forthwith upon Conversion, the share certificates relating to the C Shares of the relevant tranche shall be cancelled and the Company shall issue to each former C Shareholder of the relevant tranche new certificates in respect of the Ordinary Shares which have arisen upon Conversion to which he or she is entitled. Share certificates in respect of the Deferred Shares will not be issued;
- 3.22.8.6 the Directors may make such adjustments to the terms and timing of Conversion as they in their discretion consider are fair and reasonable having regard to the interests of all Shareholders.

## **4 THE TAKEOVER CODE**

### **4.1 Mandatory bid**

The Takeover Code applies to the Company. Under Rule 9 of the Takeover Code, if:

- a person acquires an interest in shares which, when taken together with shares already held by him/her or persons acting in concert with him/her, carry 30% or more of the voting rights in the Company; or
- a person who, together with persons acting in concert with him/her, is interested in not less than 30% and not more than 50% of the voting rights in the Company acquires additional interests in shares which increase the percentage of shares carrying voting rights in which that person is interested,

the acquirer and, depending on the circumstances, its concert parties, would be required (except with the consent of the Panel on Takeovers and Mergers) to make a cash offer for the outstanding shares at a price not less than the highest price paid for any interests in the shares by the acquirer or its concert parties during the previous 12 months.

### **4.2 Compulsory acquisition**

Under sections 974 to 991 of the Companies Act, if an offeror acquires or contracts to acquire (pursuant to a takeover offer) not less than 90% of the shares (in value and by voting rights) to which such offer relates it may then compulsorily acquire the outstanding shares not assented to the offer. It would do so by sending a notice to outstanding holders of shares telling them that it will compulsorily acquire their shares and then, six weeks later, it would execute a transfer of the outstanding shares in its favour and pay the consideration to the company, which would hold the consideration on trust for the outstanding holders of shares. The consideration offered to the holders whose shares are compulsorily acquired under the Companies Act must, in general, be the same as the consideration that was available under the takeover offer.

In addition, pursuant to section 983 of the Companies Act, if an offeror acquires or agrees to acquire not less than 90% of the shares (in value and by voting rights) to which the offer relates, any holder of shares to which the offer relates who has not accepted the offer may require the offeror to acquire his/her shares on the same terms as the takeover offer.

The offeror would be required to give any holder of shares notice of his/her right to be bought out within one month of that right arising. Sell-out rights cannot be exercised after the end of the period of three months from the last date on which the offer can be accepted or, if later, three months from the date on which the notice is served on the holder of shares notifying them of their sell-out rights. If a holder of shares exercises its rights, the offeror is bound to acquire those shares on the terms of the takeover offer or on such other terms as may be agreed.

## 5 WORKING CAPITAL

In the Company's opinion, the working capital available to the Group is sufficient for its present requirements, that is for at least 12 months from the date of this Securities Note.

## 6 CAPITALISATION AND INDEBTEDNESS

The following table shows the Company's unaudited indebtedness as at 31 March 2022 and the Company's audited capitalisation as at 31 December 2021 (being the last date in respect of which the Company has published financial information). The figures for capitalisation have been extracted without material adjustment from the audited financial statements of the Company as at 31 December 2021. The indebtedness figures have been extracted from the underlying accounting records of the Company as at 31 March 2022.

	<b>31 March 2022 (unaudited) £000</b>
	<hr/>
Total Current Debt	
Guaranteed	—
Secured	—
Unguaranteed/Unsecured	—
Total Non-Current Debt (excluding current portion of long-term debt)	
Guaranteed	—
Secured	—
Unguaranteed/Unsecured	—
	<hr/>
<b>Total indebtedness</b>	<b>—</b>
	<hr/>
	<b>31 December 2021 (audited) £000</b>
	<hr/>
Capitalisation*	
Share Capital	1,370
Legal reserve	14,506
Other reserve**	118,435
	<hr/>
<b>Total capitalisation</b>	<b>134,311</b>
	<hr/>

\* Capitalisation does not include revenue reserve or capital reserve.

\*\*Other reserve comprises the special distributable reserve.

The following table shows the Company's unaudited net financial indebtedness as at 31 March 2022:

	<b>31 March 2022 (unaudited) £000</b>
(A) Cash and cash equivalents	4,652
<b>(B) Liquidity</b>	<b>4,652</b>
(C) Current financial indebtedness	—
<b>(D) Net current financial Liquidity (B-C)</b>	<b>4,652</b>
(E) Non-current bank loans	—
<b>(F) Non-current financial indebtedness</b>	<b>—</b>
<b>(G) Net financial indebtedness (D-F)</b>	<b>(4,652)</b>

As at the date of this Securities Note 2022, the Company had indirect indebtedness of £102 million comprising long-term secured borrowing of other members of the Group.

During May 2022, the Company's wholly owned subsidiary, Dore Holdco Limited drew down £17.3 million against the Revolving Credit Facility. Including this additional borrowing, the Company had indirect indebtedness of £119.3 million.

There has been no material change in the capitalisation of the Company since 31 December 2021.

## **7 GENERAL**

- 7.1 Where third party information has been referenced in this Securities Note, the source of that third party information has been disclosed. All information in this Securities Note that has been sourced from third parties has been accurately reproduced and, as far as the Company is aware and able to ascertain from information published by such third parties, no facts have been omitted which would render the reproduced information inaccurate or misleading.
- 7.2 No application is being made for the Ordinary Shares to be dealt with in or on any stock exchange or investment exchange other than to the London Stock Exchange's main market.
- 7.3 Each of Singer Advisory and Singer Capital Markets has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which it appears.
- 7.4 Winterflood has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which it appears.
- 7.5 The AIFM has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which they appear.
- 7.6 The Investment Manager has given and not withdrawn its written consent to the inclusion in this Securities Note of references to its name in the form and context in which they appear.

## **8 INTERMEDIARIES**

The Intermediaries authorised at the date of this Securities Note to use the Prospectus in connection with the Initial Intermediaries Offer are:

- AJ Bell Youinvest
- Hargreaves Lansdown Asset Management
- Interactive Investor Services Limited
- Redmayne Nominees Limited

In respect of Intermediaries who are appointed after the date of this Securities Note in respect of the Initial Intermediaries Offer or any Subsequent Intermediaries Offer, a list will appear on the Company's website, from the date on which they are appointed to participate in connection with any subsequent resale or final placement of securities.

Dated: 7 June 2022

## PART 8

### DEFINITIONS

The following definitions apply throughout this Securities Note unless the context requires otherwise:

<b>2021 Annual Report</b>	the published audited financial statements of the Company for the period from incorporation on 8 October 2020 to 31 December 2021
<b>Admission</b>	the admission of any Ordinary Shares to be issued in connection with the Initial Issue or any Subsequent Issue: (i) to the premium segment of the Official List; and (ii) to trading on the premium segment of the London Stock Exchange's main market, becoming effective in accordance with the Listing Rules and the admission and disclosure standards of the London Stock Exchange
<b>AIFM</b>	Gallium Fund Solutions Limited
<b>AIFM Directive</b>	the EU's Alternative Investment Fund Managers directive (No. 2071/61/EU) and all legislation made pursuant thereto, including, where applicable, the applicable implementing legislation and regulations in each member state of the European Union
<b>Application Form</b>	the application form appended to this Securities Note for use in connection with the Initial Offer for Subscription or any Subsequent Offer for Subscription
<b>Articles</b>	the articles of association of the Company from time to time
<b>Assets</b>	renewable energy and infrastructure assets comprising (i) predominantly assets which generate electricity from renewable energy sources; and (ii) Other Infrastructure, together " <b>Assets</b> " and each project being an " <b>Asset</b> "
<b>Audit and Risk Committee</b>	the audit and risk committee of the Board
<b>Auditor</b>	BDO LLP or such other auditor as the Company may appoint from time to time
<b>Benefit Plan Investor</b>	(i) an employee benefit plan that is subject to the fiduciary responsibility or prohibited transaction provisions of Title I of ERISA (including, as applicable, assets of an insurance company general account) or a plan that is subject to the prohibited transaction provisions of section 4975 of the U.S. Tax Code (including an individual retirement account), (ii) an entity whose underlying assets include "plan assets" by reason of a plan's investment in the entity, or (iii) any "benefit plan investor" as otherwise defined in section 3(42) of ERISA or regulations promulgated by the U.S. Department of Labor
<b>Board</b>	the board of Directors of the Company or any duly constituted committee thereof
<b>Business Day</b>	any day which is not a Saturday or Sunday or a bank holiday in the City of London
<b>C Shareholder</b>	a holder of C Shares
<b>C Shares</b>	C shares of £0.10 each in the capital of the Company
<b>Calculation Date</b>	has the meaning given in paragraph 3.22 of Part 7 of this Securities Note
<b>capital gains tax</b>	UK taxation of capital gains or corporation tax on chargeable gains, as the context may require

<b>certificated or in certificated form</b>	not in uncertificated form
<b>Circular</b>	the circular to Shareholders published by the Company on 7 June 2022
<b>Companies Act</b>	the Companies Act 2006 and any statutory modification or re-enactment thereof for the time being in force
<b>Company</b>	Downing Renewables & Infrastructure Trust Plc
<b>Contract Note</b>	has the meaning given in paragraph 1.5 of Part 3 of this Securities Note
<b>Conversion</b>	the conversion of C Shares into Ordinary Shares and Deferred Shares in accordance with the Articles and as described in paragraph 3.22 of Part 7 of this Securities Note
<b>Conversion Date</b>	has the meaning given in paragraph 3.22 of Part 7 of this Securities Note
<b>Conversion Ratio</b>	has the meaning given in paragraph 3.22 of Part 7 of this Securities Note
<b>CREST</b>	the computerised settlement system operated by Euroclear which facilitates the transfer of title to shares in uncertificated form
<b>CREST Manual</b>	the compendium of documents entitled CREST Manual issued by Euroclear from time to time
<b>CREST Regulations</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No. 2001/3755), as amended
<b>CTA 2009</b>	Corporation Tax Act 2009 and any statutory modification or re-enactment thereof for the time being in force
<b>CTA 2010</b>	Corporation Tax Act 2010 and any statutory modification or re-enactment thereof for the time being in force
<b>Deferred Shares</b>	deferred shares of £0.01 each in the capital of the Company arising on Conversion
<b>Directors</b>	the directors from time to time of the Company and “ <b>Director</b> ” is to be construed accordingly
<b>Disclosure Guidance and Transparency Rules</b>	the disclosure guidance published by the Financial Conduct Authority and the transparency rules made by the Financial Conduct Authority under section 73A of FSMA, as amended from time to time
<b>DvP</b>	delivery versus payment
<b>EEA</b>	European Economic Area
<b>Enlarged Share Capital</b>	the issued Ordinary Share capital of the Company immediately following Initial Admission
<b>ERISA</b>	U.S. Employee Retirement Income Security Act of 1974, as amended
<b>EU Prospectus Regulation</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC
<b>Euro or €</b>	the lawful currency of the EU
<b>Euroclear</b>	Euroclear UK & International Limited, being the operator of CREST

<b>European Union or EU</b>	the European Union first established by the treaty made at Maastricht on 7 February 1992
<b>EUWA</b>	European Union (Withdrawal) Act 2018 (as amended)
<b>Excess Application Facility</b>	the arrangements pursuant to which Qualifying Shareholders may apply for Excess New Shares in excess of their Open Offer Entitlements in accordance with the terms and conditions of the Open Offer
<b>Excess CREST Open Offer Entitlement</b>	in respect of each Qualifying CREST Shareholder, the entitlement (in addition to their Open Offer Entitlement) to apply for Excess New Shares using CREST pursuant to the Excess Application Facility
<b>Excess New Shares</b>	such number of Ordinary Shares as may be allocated to the Excess Application Facility (as determined by the Joint Bookrunners and the Company) that have not been taken up by Qualifying Shareholders pursuant to their Open Offer Entitlements
<b>Excluded Territories</b>	Australia, Canada, Japan, South Africa, the United States, any EEA state and any other jurisdiction where the availability of the Open Offer would breach any applicable law
<b>Existing Ordinary Shares</b>	the 137,008,487 existing Ordinary Shares in issue as at the date of this Securities Note
<b>FATCA</b>	the U.S. Foreign Account Tax Compliance Act of 2010, as amended from time to time
<b>FCA</b>	the Financial Conduct Authority or any successor authority
<b>Final Closing Date</b>	6 June 2023 or such earlier date or time: (i) at which the maximum number of Ordinary Shares to be issued pursuant to the Share Issuance Programme have been issued; or (ii) at the discretion of the Directors
<b>Final Details</b>	in respect of any Subsequent Issue, the final details of that Subsequent Issue announced by the Company by way of the publication of a notice through a Regulatory Information Service and on the Company's website <a href="http://www.doretrust.com">www.doretrust.com</a>
<b>FSMA</b>	the Financial Services and Markets Act 2000 and any statutory modification or re-enactment thereof for the time being in force
<b>Future Securities Note</b>	a securities note to be issued in the future by the Company in respect of each issue, if any, of Ordinary Shares (other than pursuant to the Initial Issue or an issue under the Share Issuance Programme which comprises only a Subsequent Placing, a Subsequent Offer for Subscription and/or a Subsequent Intermediaries Offer) made pursuant to the Registration Document and subject to separate approval by the FCA
<b>Future Summary</b>	a summary to be issued in future by the Company in respect of each issue, if any, of Ordinary Shares (other than pursuant to the Initial Issue or an issue under the Share Issuance Programme which comprises only a Subsequent Placing, a Subsequent Offer for Subscription and/or a Subsequent Intermediaries Offer) made pursuant to the Registration Document and subject to separate approval by the FCA
<b>General Meeting</b>	the general meeting of the Company convened for 12 noon on 23 June 2022
<b>Group</b>	the Company and its subsidiaries from time to time
<b>HMRC</b>	Her Majesty's Revenue and Customs

<b>Initial Admission</b>	Admission of the Ordinary Shares to be issued pursuant to the Initial Issue
<b>Initial Intermediaries Offer</b>	the intermediaries offer of Ordinary Shares at the Initial Issue Price pursuant to the Initial Issue as described in paragraph 3 of Part 1 of this Securities Note and pursuant to this Securities Note
<b>Initial Issue</b>	together the Initial Placing, the Open Offer, the Initial Offer for Subscription and the Initial Intermediaries Offer
<b>Initial Issue Gross Proceeds</b>	the gross proceeds of the Initial Issue
<b>Initial Issue Net Proceeds</b>	the net proceeds of the Initial Issue
<b>Initial Issue Price</b>	the price at which Ordinary Shares are being issued pursuant to the Initial Issue, being 111 pence per Ordinary Share
<b>Initial Offer for Subscription</b>	the offer for subscription of Ordinary Shares at the Initial Issue Price pursuant to the Initial Issue as described in paragraph 3 of Part 1 of this Securities Note on the terms and conditions set out in Part 5 of this Securities Note
<b>Initial Placing</b>	the conditional placing of Ordinary Shares by Singer Capital Markets or Winterflood at the Initial Issue Price pursuant to the Initial issue as described in paragraph 3 of Part 1 of this Securities Note on the terms and conditions set out in Part 3 of this Securities Note
<b>Intermediaries</b>	any intermediary financial institution which is accepted and appointed by the Company in connection with any Intermediaries Offer, including, without limitation, in respect of the Initial Intermediaries Offer only, those entities listed in paragraph 8 of Part 7 of this Securities Note and “ <b>Intermediary</b> ” shall mean any one of them
<b>Intermediaries Booklet</b>	any booklet entitled “Downing Renewables & Infrastructure Trust plc”: Intermediaries Offer – Information for Intermediaries” and containing, among other things, the Intermediaries Terms and Conditions
<b>Intermediaries Offer</b>	an offer of Ordinary Shares by the Intermediaries to retail investors under the Initial Issue or the Share Issuance Programme as described in paragraph 3 of Part 1 of this Securities Note
<b>Intermediaries Offer Adviser</b>	Singer Advisory
<b>Intermediaries Terms and Conditions</b>	the terms and conditions agreed or to be agreed between the Intermediaries Offer Adviser, the Company, the Investment Manager and the Intermediary in relation to an Intermediaries Offer and contained in an Intermediaries Booklet
<b>Investment Manager</b>	Downing LLP
<b>IPO</b>	the initial public offering of the Company which took place on 10 December 2020
<b>IPO Admission</b>	admission of 122,500,000 Ordinary Shares to the premium segment of the Official List and to trading on the premium segment of the London Stock Exchange’s main market in connection with the IPO
<b>ISA</b>	an individual savings account maintained in accordance with the UK Individual Savings Account Regulations 1998 (as amended from time to time)
<b>ISIN</b>	International Securities Identification Number

<b>Issue Resolutions</b>	the resolutions to be proposed at the General Meeting to authorise the Directors to issue up to 250 million Ordinary Shares on a non-pre-emptive basis pursuant to the Initial Issue and any Subsequent Issue
<b>Joint Bookrunners</b>	Singer Capital Markets and Winterflood
<b>Key Information Document</b>	the key information document relating to the Ordinary Shares produced pursuant to the UK PRIIPs Regulation, as amended and updated from time to time
<b>Latest Practicable Date</b>	close of business on 6 June 2022, being the latest practicable date prior to the publication of this Securities Note to ascertain certain information contained therein
<b>LEI</b>	legal entity identifier
<b>Listing Rules</b>	the listing rules made by the FCA under section 73A of FSMA, as amended from time to time
<b>London Stock Exchange</b>	London Stock Exchange plc
<b>Management Shares</b>	redeemable shares of £1.00 each in the capital of the Company
<b>MiFID II Product Governance Requirements</b>	has the meaning given to it on page 12 of this Securities Note
<b>Money Laundering Directive</b>	the Council Directive on prevention of the use of the financial system for the purposes of money laundering or terrorist financing (EU/2015/849) as amended by the Money Laundering Directive (EU) 2018/843 of the European Parliament and of the Council of the Europe Union of 9 July 2018 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing
<b>Money Laundering Regulations</b>	the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, as amended from time to time
<b>Net Asset Value</b>	the value, as at any date, of the assets of the Company after deduction of all liabilities determined in accordance with the accounting policies adopted by the Company from time to time
<b>Net Asset Value per C Share</b>	at any time the Net Asset Value attributable to any tranche of C Shares divided by the number of C Shares of the relevant tranche in issue (other than C Shares of the relevant tranche held in treasury) at the date of calculation
<b>Net Asset Value per Ordinary Share</b>	at any time the Net Asset Value attributable to the Ordinary Shares divided by the number of Ordinary Shares in issue (other than Ordinary Shares held in treasury) at the date of calculation
<b>NURS</b>	non-UCITS retail scheme
<b>Offer for Subscription</b>	any offer for subscription of Ordinary Shares pursuant to the Initial Issue at the Initial Issue Price or the Share Issuance Programme at the Share Issuance Programme Price as more fully described in paragraph 3 of Part 1 and paragraph 1 of Part 2 of this Securities Note respectively
<b>Official List</b>	the official list maintained by the FCA pursuant to Part VI of FSMA
<b>Open Offer</b>	the offer to Qualifying Shareholders, constituting an invitation to apply for Ordinary Shares, on the terms and conditions set out in Part 4 of this Securities Note and, in the case of Qualifying non-CREST Shareholders, the Open Offer Application Form

<b>Open Offer Application Form</b>	the application form on which Qualifying non-CREST Shareholders may apply for Ordinary Shares under the Open Offer
<b>Open Offer Entitlement</b>	the entitlement of Qualifying Shareholders to apply for Ordinary Shares pursuant to the Open Offer on the basis of 1 Ordinary Share for every 3 Existing Ordinary Shares held and registered in their names at the Record Date
<b>Ordinary Shares</b>	ordinary shares of £0.01 each in the capital of the Company and “ <b>Ordinary Share</b> ” shall be construed accordingly
<b>Other Infrastructure</b>	other infrastructure assets and investments in businesses whose principal revenues are not derived from the generation and sale of electricity on the wholesale electricity markets
<b>Overseas Persons</b>	a person who is not resident in, or who is not a citizen of or who has a registered address that is not in, the UK
<b>Overseas Shareholders</b>	Shareholders with registered addresses outside the United Kingdom or who are citizens or residents of countries outside the United Kingdom
<b>Placee</b>	any investor with whom Ordinary Shares are placed by either of Joint Bookrunners, as agent of the Company, pursuant to the Initial Placing or a Subsequent Placing
<b>Placing</b>	any conditional placing of Ordinary Shares by the Joint Bookrunners as more fully described in paragraph 3 of Part 1 and paragraph 1 of Part 2 of this Securities Note respectively
<b>Placing Confirmation</b>	has the meaning given in paragraph 1.5 of Part 3 of this Securities Note
<b>Prospectus</b>	the Registration Document, together with the Summary and this Securities Note and, if the context requires, any Future Securities Note or Future Summary
<b>Prospectus Regulation Rules</b>	the prospectus regulation rules made by the FCA under section 73A of FSMA, as amended from time to time
<b>Qualifying CREST Shareholders</b>	Qualifying Shareholders whose Existing Ordinary Shares are in uncertificated form
<b>Qualifying non-CREST Shareholders</b>	Qualifying Shareholders whose Existing Ordinary Shares are in certificated form
<b>Qualifying Shareholders</b>	holders of Existing Ordinary Shares on the Register on the Record Date (other than certain Overseas Shareholders as described in paragraph 6 of Part 4 of this Securities Note)
<b>Receiving Agent</b>	Link Market Services Limited trading as Link Group
<b>Record Date</b>	close of business on 1 June 2022
<b>Register</b>	the register of members of the Company
<b>Registrar</b>	Link Market Services Limited trading as Link Group
<b>Registration Document</b>	the registration document dated 7 June 2022 issued by the Company and approved by the FCA
<b>Regulation S</b>	Regulation S promulgated under the U.S. Securities Act, as amended from time to time
<b>Regulatory Information Service or RIS</b>	a service authorised by the FCA to release regulatory announcements to the London Stock Exchange
<b>Relevant Member State</b>	each member state of the EEA which is bound by the EU Prospectus Regulation

<b>Revolving Credit Facility</b>	the credit agreement dated 3 December 2021 and made between Dore Holdco Limited and Santander UK plc
<b>Securities Note</b>	this securities note dated 7 June 2022 issued by the Company in respect of the Ordinary Shares to be issued pursuant to the Initial Issue and any Subsequent Placing and/or any Subsequent Offer for Subscription and/or any Subsequent Intermediaries Offer and approved by the FCA
<b>SEDOL</b>	the Stock Exchange Daily Official List
<b>Shareholder</b>	a holder of Ordinary Shares
<b>Share Issuance Agreement</b>	the conditional agreement dated 7 June 2022, between the Company, the Investment Manager, the AIFM, Singer Advisory, Singer Capital Markets and Winterflood relating to the Initial Issue and the Share Issuance Programme, summarised in paragraph 6.1 of Part 7 of the Registration Document
<b>Share Issuance Programme</b>	the proposed programme of Subsequent Issues of Ordinary Shares on the terms set out in this Securities Note (and any Future Securities Note, as applicable)
<b>Share Issuance Programme Price</b>	the applicable price at which Ordinary Shares will be issued under any Subsequent Issue, being not less than the prevailing Net Asset Value per Ordinary Share at the time of issue plus a premium sufficient to cover at least the costs and expenses of such issue
<b>Singer</b>	together Singer Advisory and Singer Capital Markets
<b>Singer Advisory</b>	Singer Capital Markets Advisory LLP, the Company's sponsor, financial adviser and intermediaries offer adviser
<b>Singer Capital Markets</b>	Singer Capital Markets Limited, the Company's joint bookrunner
<b>SIPP</b>	a self-invested personal pension as defined in Regulation 3 of the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Permitted Investments) Regulations 2001 of the UK
<b>SSAS</b>	a small self-administered scheme as defined in Regulation 2 of the Retirement Benefits Schemes (Restriction on Discretion to Approve) (Small Self-Administered Schemes) Regulations 1991 of the UK
<b>Sterling or GBP or £ or pence</b>	the lawful currency of the United Kingdom
<b>Subsequent Admission</b>	Admission of any Ordinary Shares issued pursuant to the Share Issuance Programme
<b>Subsequent Issue</b>	any Placing, open offer, Offer for Subscription and/or Intermediaries Offer of Ordinary Shares made pursuant to the Share Issuance Programme
<b>Subsequent Intermediaries Offer</b>	any Intermediaries Offer of Ordinary Shares pursuant to the Share Issuance Programme as described in paragraph 1 of Part 2 of this Securities Note and pursuant to this Securities Note
<b>Subsequent Offer for Subscription</b>	any offer for subscription of Ordinary Shares pursuant to the Share Issuance Programme as described in paragraph 1 of Part 2 of this Securities Note and on the terms and conditions set out in this Securities Note and the Application Form
<b>Subsequent Placing</b>	any conditional placing of new Ordinary Shares by the Joint Bookrunners at the Share Issuance Programme Price pursuant to the Share Issuance Programme as described in paragraph 1 of Part 2 of this Securities Note on the terms and conditions set out in this Part 3 of this Securities Note

<b>Summary</b>	the summary dated 7 June 2022 issued by the Company pursuant to the Registration Document and this Securities Note and approved by the FCA
<b>Takeover Code</b>	The City Code on Takeovers and Mergers, as amended from time to time
<b>Target Market Assessment</b>	has the meaning defined on page 12 of this Securities Note
<b>Tax Residency Self-Certification Form</b>	the tax residency self-certification form required to be completed by all new investors who intend to hold their Ordinary Shares in certificated form in the Company for FATCA reporting purposes
<b>Technology</b>	in relation to an Asset or portfolio of Assets, the principal technology utilised to generate energy from renewable sources, for example solar photovoltaic, wind, hydro-electric or geothermal
<b>UCITS</b>	undertakings for collective investment in transferable securities
<b>UK MAR</b>	Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>UK MiFID II</b>	the UK's implementation of Directive 2014/65/EU of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Directive 2002/92/EC and Directive 2011/61/EU (MiFID), together with the UK version of Regulation (EU) No 600/2014 of the European Parliament and of the Council of 15 May 2014 on markets in financial instruments and amending Regulation (EU) No 648/2012 (MiFIR), which forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>UK MiFID II Delegated Regulation</b>	Commission Delegated Regulation (EU) 2017/565 of 25 April 2016 supplementing Directive 2014/65/EU of the European Parliament and of the Council as regards organisational requirements and operating conditions for investment firms and defined terms for the purposes of that Directive, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>UK PRIIPs Regulation</b>	Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on key information documents for packaged retail and insurance-based investment products, together with its implementing and delegated acts, as they form part of the domestic law of the United Kingdom by virtue of the EUWA
<b>UK Prospectus Regulation</b>	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market, and repealing Directive 2003/71/EC, as it forms part of the domestic law of the United Kingdom by virtue of the EUWA
<b>uncertificated or in uncertificated form</b>	a share recorded on the Register as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
<b>Underlying Applicants</b>	investors who wish to acquire Ordinary Shares under any Intermediaries Offer who are clients of any Intermediary
<b>United Kingdom or UK</b>	the United Kingdom of Great Britain and Northern Ireland
<b>U.S. Investment Company Act</b>	U.S. Investment Company Act of 1940, as amended
<b>U.S. Person</b>	any person who is a U.S. person within the meaning of Regulation S adopted under the U.S. Securities Act

**U.S. Securities Act**

U.S. Securities Act of 1933, as amended

**U.S. Tax Code**

the US Internal Revenue Code of 1986, as amended

**Winterflood**

Winterflood Securities Limited, the Company's joint bookrunner

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## APPENDIX 1

### APPLICATION FORM FOR THE OFFER FOR SUBSCRIPTION

For official use only

Application form for the Offer for Subscription

#### DOWNING RENEWABLES & INFRASTRUCTURE TRUST PLC

**Important:** before completing this form, you should read the accompanying notes.

To: Link Group  
Corporate Actions  
10<sup>th</sup> Floor, Central Square  
29 Wellington Street  
Leeds LS1 4DL

or by email to: OFSapplication@linkgroup.co.uk (if payment is being made by CHAPs payment or via DVP settlement in CREST only and not made via cheque).

#### 1 A. Application under the Initial Offer for Subscription

I/We the person(s) detailed in section 2 below offer to subscribe for the amount shown in the box in section 1 subject to the Terms and Conditions set out in Part 5 of the Securities Note dated 7 June 2022 and subject to the Articles of the Company.

In the boxes in this section 1A write in figures, the amount of Ordinary Shares that you wish to apply for and the aggregate value, at the Initial Issue Price (being 111 pence per Ordinary Share), of the Ordinary Shares that you wish to apply for – a minimum of 1,000 Ordinary Shares and thereafter in multiples of 1,000 Ordinary Shares.

No. of Ordinary Shares	Value (£)	Payment Method (Tick appropriate box)		
		Cheque/Banker's draft	Bank transfer	CREST Settlement
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

#### 1 B. Application under any further Subsequent Offer for Subscription only (for the avoidance of doubt, investors subscribing for Ordinary Shares pursuant to the Initial Issue should only complete section 1A above, section 1B only applies to Subsequent Offers for Subscription following the Initial Offer for Subscription).

I/We the person(s) detailed in section 2 below offer to subscribe for the amount shown in the box in section 1 subject to the Terms and Conditions set out in Part 5 of the Securities Note dated 7 June 2022 and subject to the Articles of the Company.

In the boxes in this section 1 write in figures, the amount of Ordinary Shares that you wish to apply for and the aggregate value, at the relevant Share Issuance Programme Price, of the Ordinary Shares that you wish to apply for – a minimum of 1,000 Ordinary Shares and thereafter in multiples of 1,000 Ordinary Shares.

No. of Ordinary Shares	Value (£)	Payment Method (Tick appropriate box)		
		Cheque/Bankers' draft	Bank transfer	CREST Settlement
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



**2 Details of Holder(s) in whose name(s) Ordinary Shares will be issued (BLOCK CAPITALS)**

Mr, Mrs, Miss or Title .....

Forenames (in full).....

Surname/Company Name .....

Address (in full) .....

Designation (if any).....

Date of birth .....

Mr, Mrs, Miss or Title .....

Forenames (in full) .....

Surname.....

Date of birth.....

Mr, Mrs, Miss or Title .....

Forenames (in full) .....

Surname.....

Date of birth.....

Mr, Mrs, Miss or Title .....

Forenames (in full).....

Surname.....

Date of birth.....

**3 CREST details**

(Only complete this section if Ordinary Shares allotted are to be deposited in a CREST Account which must be in the same name as the holder(s) given in section 2).

CREST Participant ID     

CREST Member Account ID     

**4 Signature(s) all holders must sign**

Execution by individuals:

First Applicant Signature		Date	
Second Applicant Signature		Date	
Third Applicant Signature		Date	
Fourth Applicant Signature		Date	

Execution by a company:

Executed by (Name of Company):		Date	
Name of Director:		Signature:	Date
Name of Director/Secretary:		Signature:	Date
If you are affixing a company seal, please mark a cross here:	<input type="checkbox"/>	Affix company Seal here:	

## 5 Settlement details

### (a) Cheque/Banker's Draft

If you are subscribing for Ordinary Shares and paying by cheque or banker's draft, attach to this form your cheque or banker's draft for the exact amount shown in the box in section 1. In the case of the Initial Offer for Subscription, cheques or bankers' drafts should be made payable to "**LMS re: DORE PLC – OFS 2022 A/C**" and in the case of any Subsequent Offer for Subscription cheques or bankers' drafts should be payable as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of the relevant Subsequent Offer for Subscription. Cheques and bankers' drafts must be drawn on an account at a branch of a bank or building society in the United Kingdom and must bear the appropriate sort code in the top right hand corner. You should tick the relevant payment method box in section 1.

### (b) Bank transfer

For applicants sending subscription monies by electronic bank transfer (CHAPs), payment must be in Sterling for value directly into the bank account detailed below. The payment instruction must also include a unique reference comprising your name and a contact number which should be entered in the reference field on the payment instruction, **for example**, MJ SMITH 01234 567 8910.

Bank: Lloyds Bank  
Sort Code: 30-80-12  
Account No: 23096460  
Account Name: **Link Market Services Ltd RE: DORE PLC – CHAPS OFS 2022 A/C**  
IBAN: GB59LOYD30801223096460  
SWIFT: LOYDGB21F09

Electronic payments must come from a UK bank account and from a personal account in the name of the individual applicant where they have sole or joint title to the funds. The account name should be the same as that inserted in section 2 of the Application Form and payments must relate solely to your application. You should tick the relevant payment method box in section 1. It is recommended that such transfers are actioned within 24 hours of emailing your application.

Evidence of the source of funds may also be required. Typically this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. If further documentation to confirm the source of funds is required, the Receiving Agent will request the information required. If a CHAPS payment is over €15,000, Link Group, may also require a certified copy of your passport and a recent utility bill for identification purposes.

Any delay in providing monies may affect acceptance of the application. If the Receiving Agent is unable to match your application with a bank payment, there is a risk that your application could be delayed or will not be treated as a valid application and may be rejected by the Company.

**Please Note** – you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment).

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference or where a payment has been received but without an accompanying application form.

### (c) CREST Settlement

If you so choose to settle your application within CREST, that is by DvP, you or your settlement agent/custodian's CREST account must allow for the delivery and acceptance of Ordinary Shares to be made against payment of the Initial Issue Price per Ordinary Share or the relevant Share Issuance Programme Price per Ordinary Share using the CREST matching criteria set out below:



Trade date: second day prior to expected date of: (i) Initial Admission in respect of the Initial Offer for Subscription (being 27 June 2022); or (ii) the relevant Subsequent Admission in respect of any Subsequent Offer for Subscription

Settlement date: the expected date of: (i) Initial Admission in respect of the Initial Offer for Subscription (being 27 June 2022); or (ii) the relevant Subsequent Admission in respect of any Subsequent Offer for Subscription

Company: Downing Renewables & Infrastructure Trust Plc

Security description: Ordinary Shares of £0.01

SEDOL: BLF7PP2

ISIN: GB00BLF7PP25

CREST message type: DEL

Should you wish to settle by DvP, you will need to input your CREST DEL instructions to the Receiving Agent's Participant Account RA06 by no later than 1.00 p.m. on 22 June 2022 or by such date and time as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of any Subsequent Offer for Subscription.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your own daily trading and settlement requirements.

Applicants wishing to settle by DvP will still need to complete and submit a valid Application Form by the applicable 1.00 p.m. deadline. You should tick the relevant payment method box in section 1.

Note: Link Group will not take any action until a valid DEL message has been alleged to the Participant Account by the applicant. No acknowledgement of receipt or input will be provided.

In the event of late/non settlement the Company reserves the right to deliver Ordinary Shares outside of CREST in certificated form provided that payment has been made in terms satisfactory to the Company and all other conditions of the Offer for Subscription have been satisfied.

## **6 Anti-money Laundering**

Anti-money laundering checks are required by law to be performed on certain financial transactions. The checks are undertaken to make sure investors are genuinely who they say they are and that any application monies have not been acquired illegally or that Link Group itself is not being used as part of criminal activity, most commonly the placement, layering and integration of illegally obtained money.

Whilst Link Group may carry out checks on any application, they are usually only performed when dealing with application values above a certain threshold, commonly referred to as the anti-money laundering threshold which is €15,000 (or the Sterling equivalent).

Link Group may make enquiries to credit reference agencies to meet its anti-money laundering obligations and the applicant may be required to provide an original or certified copy of their passport, driving licence and recent bank statements to support such enquiries. Anti-money laundering checks do not mean the investor is suspected of anything illegal and there is nothing to worry about.

The checks made at credit reference agencies leave an 'enquiry footprint' – an indelible record so that the investor can see who has checked them out. The enquiry footprint does not have any impact on their credit score or on their ability to get credit. Anti-Money Laundering Checks appear as an enquiry/soft search on the investors credit report. The report may contain a note saying "Identity Check to comply with Anti Money Laundering Regulations"

## 7 Contact details

To ensure the efficient and timely processing of this application please enter below the contact details of a person the Company (or any of its agents) may contact with all enquiries concerning this application. If no details are provided this may delay obtaining the additional information required and may result in your application being rejected or revoked.

E-mail address
Telephone No

## 8 Queries

If you have any queries on how to complete this form or if you wish to confirm your final allotment of shares, please call the Link Group help line on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Different charges may apply to calls from mobile telephones and calls may be recorded and randomly monitored for security and training purposes. The helpline cannot provide advice on the merits of the Initial Issue or the relevant Subsequent Issue nor give any financial, legal or tax advice.



## Notes on how to complete the Offer for Subscription Application Form

**Applications should be returned so as to be received by Link Group by no later than 1.00 p.m. on 22 June 2022 in respect of the Initial Offer for Subscription or by such date and time as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of any Subsequent Offer for Subscription**

In addition to completing and returning the Application Form to the Receiving Agent, if you are not an existing Shareholder you will also need to complete and return a Tax Residency Self-Certification Form if you wish to hold Ordinary Shares in certificated form. The "Tax Residency Self-Certification Form (Individuals)" can be found at Appendix 2 at the end of this Securities Note (Appendix 2). Further copies of this form and the relevant form for joint holdings or corporate entity holdings can be requested from Link Group by calling the Helpline number below.

**It is a condition of application that (where applicable) a completed version of the Tax Residency Self-Certification Form is provided with the Application Form before any application can be accepted.**

**Helpline:** If you have a query concerning the completion of this Application Form, please telephone Link Group on +44 (0)371 664 0321. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. The helpline is open between 9.00 a.m. – 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

### **1 A. Application under the Initial Offer for Subscription**

Fill in (in figures) in the box in section 1 the aggregate value, at the Initial Issue Price (being 111 pence per Ordinary Share), of the Ordinary Shares being subscribed for. The number must be a minimum of 1,000 Ordinary Shares, and thereafter in multiples of 1,000 Ordinary Shares.

Financial intermediaries who are investing on behalf of clients should make separate applications for each client.

### **1 B. Application under any further Subsequent Offer for Subscription**

Fill in (in figures) in the box in section 1 the aggregate value, at the relevant Share Issuance Programme Price, of the Ordinary Shares being subscribed for. The number must be a minimum of 1,000 Ordinary Shares, and thereafter in multiples of 1,000 Ordinary Shares.

Financial intermediaries who are investing on behalf of clients should make separate applications for each client.

## **2 Payment method**

Mark in the relevant box in section 1 to confirm your payment method, i.e. cheque/banker's draft, bank transfer or settlement via CREST.

## **3 Holder details**

Fill in (in block capitals) the full name(s) of each holder and the address of the first named holder. Applications may only be made by persons aged 18 or over. In the case of joint holders only the first named may bear a designation reference. A maximum of four joint holders is permitted. All holders named must sign the Application Form in section 4.

## **4 CREST**

If you wish your Ordinary Shares to be deposited in a CREST account in the name of the holders given in section 2, enter in section 3 the details of that CREST account. Where it is requested that Ordinary Shares be deposited into a CREST account, please note that payment for such Ordinary Shares must be made prior to the day such Ordinary Shares might be allotted and issued, unless settling by DvP in CREST.

## 5 Signature

All holders named in section 2 must sign section 4 and insert the date. The Application Form may be signed by another person on behalf of each holder if that person is duly authorised to do so under a power of attorney. The power of attorney (or a copy duly certified by a solicitor or a bank) must be enclosed for inspection (which originals will be returned by post at the addressee's risk). A corporation should sign under the hand of a duly authorised official whose representative capacity should be stated and a copy of a notice issued by the corporation authorising such person to sign should accompany the Application Form.

## 6 Settlement details

### (a) Cheque/Banker's draft

All payments by cheque or banker's draft must accompany your application and be for the exact amount inserted in the box in section 1 of the Application Form. In the case of the Initial Offer for Subscription your cheque or banker's draft must be made payable to "**LMS re: DORE PLC – OFS 2022 A/C**" in respect of an Application and crossed "**A/C Payee Only**". In the case of any Subsequent Offer for Subscription, your cheque or banker's drafts must be made payable as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of the relevant Subsequent Offer for Subscription. Applications accompanied by a post-dated cheque will not be accepted.

Cheques or bankers' drafts must be drawn on an account where the applicant has sole or joint-title to the funds and on an account at a branch of a bank or building society in the United Kingdom which is either a settlement member of the Cheque and Credit Clearing Company Limited or the CHAPS Clearing Company Limited or which is a member of either of the Committees of Scottish or Belfast clearing houses or which has arranged for its cheques and bankers' drafts to be cleared through the facilities provided by any of those companies or committees and must bear the appropriate sort code in the top right hand corner.

Third party cheques may not be accepted, with the exception of building society cheques or bankers' drafts where the building society or bank has inserted on the back of the cheque the full name of the building society or bank account holder and have added the building society or bank branch stamp. The name of the building society or bank account holder must be the same as the name of the current shareholder or prospective investor. Please do not send cash. Cheques or bankers' drafts will be presented for payment upon receipt. The Company reserves the right to instruct the Receiving Agent to seek special clearance of cheques and bankers' drafts to allow the Company to obtain value for remittances at the earliest opportunity.

### (b) Bank transfer

For applicants sending subscription monies by electronic bank transfer (CHAPs), payment must be made for value by 1.00 p.m. on 22 June 2022 in respect of the Initial Offer for Subscription and by such date and time as may be specified on the Company's website or by way of an announcement through a Regulatory Information Service in respect of any Subsequent Offer for Subscription. . The payment instruction must also include a unique reference comprising your name and a contact telephone number which should be entered in the reference field on the payment instruction, for example, MJ SMITH 01234 567 8910.

Electronic payments must come from a UK bank account and from a personal account in the name of the individual applicant where they have sole or joint title to the funds. The account name should be the same as that inserted in section 2 of the Application Form and payments must relate solely to your Application. You should tick the relevant payment method box in section 1. It is recommended that such transfers are actioned within 24 hours of emailing your application.

Evidence of the source of funds may also be required. Typically this will be a copy of the remitting bank account statement clearly identifying the applicant's name, the value of the debit (equal to the application value) and the crediting account details or application reference. A photocopy of the transaction can be enclosed with your application or a pdf copy can also be scanned & emailed to [OFSapplication@linkgroup.co.uk](mailto:OFSapplication@linkgroup.co.uk).

Photographs of the electronic transfer are not acceptable.

Any delay in providing monies may affect acceptance of the application. If the Receiving Agent is unable to match your application with a bank payment, there is a risk that your application could be

delayed or will not be treated as a valid application and may be rejected by the Company and/or the Receiving Agent.

**Please Note** – you should check with your bank regarding any limits imposed on the level and timing of transfers allowed from your account (for example, some banks apply a maximum transaction or daily limit, and you may need to make the transfer as more than one payment).

The Receiving Agent cannot take responsibility for correctly identifying payments without a unique reference or where a payment has been received but without an accompanying application form.

*(c) CREST settlement*

The Company will apply for the Ordinary Shares issued pursuant to the Offer for Subscription in uncertificated form to be enabled for CREST transfer and settlement with effect from the relevant Admission (the “**Relevant Settlement Date**”). Accordingly, settlement of transactions in the Ordinary Shares will normally take place within the CREST system.

The Application Form contains details of the information which the Company’s Receiving Agent, Link Group, will require from you in order to settle your application within CREST, if you so choose. If you do not provide any CREST details or if you provide insufficient CREST details for Link Group to match to your CREST account, Link Group will deliver your Ordinary Shares in certificated form provided payment has been made in terms satisfactory to the Company.

The right is reserved to issue your Ordinary Shares in certificated form should the Company, having consulted with Link Group, consider this to be necessary or desirable. This right is only likely to be exercised in the event of any interruption, failure or breakdown of CREST or any part of CREST or on the part of the facilities and/or system operated by Link Group in connection with CREST.

The person named for registration purposes in your Application Form must be: (a) the person procured by you to subscribe for or acquire the Ordinary Shares; or (b) yourself; or (c) a nominee of any such person or yourself, as the case may be. Neither Link Group nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. You will need to input the delivery versus payment (“**DvP**”) instructions into the CREST system in accordance with your application. The input returned by Link Group of a matching or acceptance instruction to our CREST input will then allow the delivery of your Ordinary Shares to your CREST account against payment of the Initial Issue Price or the relevant Share Issuance Programme Price through the CREST system upon the Relevant Settlement Date.

By returning your Application Form you agree that you will do all things necessary to ensure that you or your settlement agent/custodian’s CREST account allows for the delivery and acceptance of Ordinary Shares to be made prior to 1.00 p.m. on 22 June 2022 in respect of the Initial Offer for Subscription and by such date and time as may be specified on the Company’s website or by way of an announcement through a Regulatory Information Service in respect of any Subsequent Offer for Subscription, against payment of the Initial Issue Price or the relevant Share Issuance Programme Price. Failure by you to do so will result in you being charged interest at the rate of two percentage points above the then published bank base rate of a clearing bank selected by the Company.

If you so choose to settle your application within CREST, that is by DvP, you or your settlement agent/custodian’s CREST account must allow for the delivery and acceptance of Ordinary Shares to be made against payment of the Initial Issue Price per Ordinary Share or the relevant Share Issuance Programme Price per Ordinary Share using the following CREST matching criteria set out below:

Trade date: second day prior to expected date of: (i) Initial Admission in respect of the Initial Offer for Subscription (being 27 June 2022); or (ii) the relevant Subsequent Admission in respect of any Subsequent Offer for Subscription

Settlement date: the expected date of: (i) Initial Admission in respect of the Initial Offer for Subscription (being 27 June 2022); or (ii) the relevant Subsequent Admission in respect of any Subsequent Offer for Subscription

Company: Downing Renewables & Infrastructure Trust Plc

Security description: Ordinary Shares of £0.01

SEDOL: BLF7PP2

ISIN: GB00BLF7PP25

Should you wish to settle by DvP, you will need to input your CREST DEL instructions to the Receiving Agent's Participant Account RA06 by no later than 1.00 p.m. on 22 June 2022 in respect of the Initial Offer for Subscription or by such date and time as may be specified on the Company's website or by way of an appropriate announcement through a Regulatory Information Service in respect of any Subsequent Offer for Subscription.

You must also ensure that you or your settlement agent/custodian has a sufficient "debit cap" within the CREST system to facilitate settlement in addition to your own daily trading and settlement requirements.

Applicants wishing to settle by DvP will still need to complete and submit a valid Application Form by the applicable 1.00 p.m. deadline. You should tick the relevant payment method box in section 1.

Note: Link Group will not take any action until a valid DEL message has been alleged to the Participant Account by the applicant. No acknowledgement of receipt or input will be provided.

In the event of late/non settlement the Company reserves the right to deliver Ordinary Shares outside of CREST in certificated form provided that payment has been made in terms satisfactory to the Company and all other conditions of the Offer for Subscription have been satisfied.



## APPENDIX 2

### TAX RESIDENCY SELF-CERTIFICATION FORM (INDIVIDUALS)

<b>Tax Residency Self-Certification Form (Individuals)</b> <i>A separate form is required for each holder</i>	
<b>Company that shares are held in: *</b>	Downing Renewables & Infrastructure Trust plc
<b>Investor code*</b>	
<b>Name: *</b>	
<b>Registered Address: *</b> <i>If your address has changed, then you will need to notify us separately. See the questions and answers.</i>	
<b>Tax Residence Address</b> <i>Only if different to your registered address above</i>	
<b>Date of Birth*</b> (DD/MM/YYYY)	
<b>Country/Countries of Residence for Tax Purposes</b>	
<b>Country/Countries of Residence for Tax Purposes</b>	
<b>Country of residence for tax purposes</b>	<b>Tax Identification Number</b> <i>(In the UK this would be your NI number)</i>
1 *	1 *
2	2
3	3
4	4
<b>US Citizen</b> Please mark the box ONLY if you are a US Citizen (see definition below) <input style="float: right; margin-left: 20px;" type="checkbox"/>	
<b>Declarations and Signature</b> I acknowledge that the information contained in this form and information regarding my shares may be reported to the local tax authority and exchanged with tax authorities of another country or countries in which I may be tax resident where those countries have entered into Agreements to exchange Financial Account information.  I undertake to advise the Company within 30 days of any change in circumstances which causes the information contained herein to become incorrect and to provide the Company with a suitably updated Declaration within 30 days of such change in circumstances.  I certify that I am the shareholder (or I am authorised to sign for the shareholder**). If this relates to a joint holding, I also acknowledge that as a joint holder I may be reported to the relevant tax authority if all the other holders do not provide a Tax Residency Self-Certification.	

I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete.	
<b>Signature: *</b>	
<b>Print Name: *</b>	
<b>Date: *</b>	
<b>Daytime telephone number/email address***</b>	

\* *Mandatory field*

\*\* *If signing under a power of attorney, please also attach a certified copy of the power of attorney.*

\*\*\* *We will only contact you if there is a question around the completion of the self-certification form.*

### **Introduction**

The law requires that Financial Institutions collect, retain and report certain information about their account holders, including the account holder's tax residency.

Please complete the form above and provide any additional information requested.

If your declared country/countries of residence for tax purposes is not the same as that of the Financial Institution and is either the US or is on the OECD list of countries which have agreed to exchange information (<http://www.oecd.org/tax/transparency/AEOI-commitments.pdf>), the Financial Institution will be obliged to share this information with its local tax authority who may then share it with other relevant local tax authorities.

Failure to validly complete and return this form will result in you being reported onwards to the relevant local tax authority. Additionally, if this form has been issued in conjunction with an application for a new holding, then your application may be adversely impacted.

Definitions of terms used in this form can be found below.

If your registered address (or name) has changed, then you must advise us separately. Any details you enter in the "Tax Residence Address" will be used for tax purposes only and will not be used to update your registered details.

If any of the information about your tax residency changes, you are required to provide the Registrar on behalf of the Company with a new, updated, self-certification form within 90 days of such change in circumstances.

### **Joint holders (if relevant)**

All joint holders are treated as separate holders for these tax purposes and every joint holder is required to give an Individual Tax Residency Self-Certification. If any one or more is reportable, the value of the whole shareholding will be reported for all joint shareholder(s).

If we do not receive the self-certification from each joint shareholder, then the whole holding will be treated as undocumented and all holders (including those who have completed the self-certification form) will be reported to the relevant tax authorities.

If you have any remaining questions about how to complete this form or about how to determine your tax residency status you should contact your tax adviser.

### **Definitions**

The OECD Common Reporting Standard for Automatic Exchange of Financial Account Information ("**The Common Reporting Standard**") <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/> contains definitions for the terms used within it. However, the following definitions are for general guidance only to help you in completing this form.

#### **"Account Holder"**

The Account Holder is either the person(s) whose name(s) appears on the share register of a Financial Institution or the person whose name appears on the register of entitlement that Link Group maintains.



### **“Country/Countries of residence for tax purposes”**

You are required to list the country or countries in which you are resident for tax purposes, together with the tax reference number which has been allocated to you, often referred to as a tax identification number (TIN). Special circumstances (such as studying abroad, working overseas, or extended travel) may cause you to be resident elsewhere or resident in more than one country at the same time (dual residency). The country/countries in which you might be obliged to submit a tax return are likely to be your country/countries of tax residence. If you are a US citizen or hold a US passport or green card, you will also be considered tax resident in the US even if you live outside the US.

### **“Tax Identification Number or TIN”**

The number used to identify the shareholder in the country of residence for tax purposes.

Different countries (or jurisdictions) have different terminology for this and could include such as a National Insurance number, social security number or resident registration number. Some jurisdictions that do issue TINs have domestic law that does not require the collection of the TIN for domestic reporting purposes so that a TIN is not required to be completed by a shareholder resident in such jurisdictions. Some jurisdictions do not issue a TIN or do not issue a TIN to all residents.

### **“US Citizen”**

- All US citizens. An individual is a citizen if that person was born in the United States or if the individual has been naturalized as a US citizen.
- You can also be a US citizen, even if born outside the United States if one or both of your parents are US citizens.

**If you have any questions about these definitions or require further details about how to complete this form then please contact your tax adviser.**

**NOTHING IN THIS DOCUMENT CAN BE CONSIDERED TO BE TAX ADVICE.**

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### **Questions & answers**

#### ***Why are you writing to me and asking for a “Tax Residency Self-Certification”?***

The governments of more than 100 countries around the world have agreed to exchange tax related information. These governments have passed similar sets of laws to enable the Automatic Exchange of Information (“**AEOI**”). The full list of countries involved can be seen at: [www.oecd.org/tax/transparency/AEOI-commitments.pdf](http://www.oecd.org/tax/transparency/AEOI-commitments.pdf).

Additionally, the United States has over 100 similar agreements with many countries referred to as the ‘Foreign Account Tax Compliance Act’.

The legislation can vary slightly from jurisdiction to jurisdiction, but at a high level, it requires Financial Institutions to:

- Identify existing Holders that may be resident (for tax purposes) in other participating jurisdictions. Then contact any such Holders and request that they complete a “Tax Residency Self-Certification Form”.
- Obtain a “Tax Residency Self-Certification Form” for all new Holders.
- Identify holders who move from one jurisdiction to another and request that they complete a “Tax Residency Self-Certification Form”.
- Identify Holders who have payments sent to a different jurisdiction.
- Submit a return to the Financial Institution’s “local” tax authority on an annual basis. As an example for a company incorporated in the UK, then the local tax authority would be HM Revenue & Customs (HMRC).
- Follow up on any non responders at least annually for at least 3 years.

The “local” tax authority will pass information onto the tax authority in the relevant jurisdiction. As an example the tax authority in the US is the Inland Revenue Service (“**IRS**”), so HMRC will exchange information with IRS.

***Where can I find out more information about the legislation?***

The legislation is quite complex and you may wish to speak to your tax adviser.

The web site of your local tax authority will contain more information e.g. HMRC for the UK; the IRS for the US; Revenue Jersey, etc.

Additionally, the web site of The Organisation for Economic Co-operation and Development (OECD) gives further information.

***What happens if I do not complete the form?***

In the annual report that the Financial Institution sends to their local tax authority you will be shown as ‘Undocumented’.

The local tax authority will collate the responses from all of its financial institutions and pass that information onto the relevant local tax authority for the jurisdictions identified.

Link Group is not able to comment on what action the tax authority for the jurisdiction will take.

***What if I am a Tax Resident in 2 or more countries?***

The self-certification form allows for up to 4 tax residencies to be recorded.

***I do not pay tax or I do not know which country I am tax resident in***

Please refer to your local tax authority or tax adviser.

***I do not have a tax identification number***

Please refer to your local tax authority or tax adviser.

Note that different countries call their tax identification numbers using alternative terminology. As an example in the UK it would be a National Insurance number.

***I have already completed a W8 or W9 form. Do I still need to complete a “Tax Residency Self-Certification Form”?***

Yes. The US legislation governing W8/W9 forms overlaps with US FATCA legislation.

***What is classed as my Tax Residence Address?***

Please refer to your local tax authority or tax adviser.

In addition, you may wish to consider: Where you are a citizen with a passport; your residential home address in a country and unrestricted right of entry back into that country once you depart.

***Joint Holders***

When there are multiple holders on an account, then every joint holder must complete a Tax Residency Self-Certification Form and every joint holder will receive a letter in their own right. The letter will be sent to the registered address recorded for the holding.

Joint holders are treated as separate holders for these tax purposes. If any one of the joint holders is reportable, the value of the whole shareholding will be reported for all of the joint shareholder(s).

If we do not receive a validly completed self-certification for each joint shareholder, the whole shareholding will be treated as “undocumented” and all shareholders (including those who have completed the self-certification form) will be reported to the relevant tax authorities.

***Can I use the Tax Residency Self-Certification Form to advise of a change of address?***

No. If your address has changed, then you must advise Link Group separately.

A change of address for can be downloaded from: [www.linkgroup.eu](http://www.linkgroup.eu). Any details you enter in the “Tax Residence Address” will be used for tax purposes only and will not be used to update your registered details.

***Can I use the Tax Residency Self-Certification Form to advise of a change of name?***

No. You must advise Link Group separately. For more information, see [www.linkgroup.eu](http://www.linkgroup.eu)

***Can I use the Tax Residency Self-Certification Form to advise of a death of a holder, or registration of a power of attorney?***

No. You must advise Link Group separately. For more information, see [www.linkgroup.eu](http://www.linkgroup.eu)

***How do I contact Link Group to advise of a change of address or any other changes to my account?***

Share Holder Portal: [www.linkgroup.eu](http://www.linkgroup.eu)

Telephone: (0) 371 664 0300

+ 44 (0) 371 6640400 (international)

Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. We are open between 09:00 – 17:30, Monday to Friday excluding public holidays in England and Wales

Address: PO Box 317 Darlington DL98 1AH

***I would like future dividends paid into a different bank account***

Contact Link Group. For more information, see [www.linkgroup.eu](http://www.linkgroup.eu)

***I have given a different address for tax purposes, will the registered address of my shareholding be altered?***

No. The details on the Tax Residency Self-Certification Form are for tax purposes only. If you want to alter any of the registered details relating to your investment, then you need to inform Link Group. For more information, see [www.linkgroup.eu](http://www.linkgroup.eu)

***I have recently sold all of my shares, do I still need to complete a Tax Residency Self-Certification Form?***

Yes. Your account will be reportable in the current year, but will cease to be reportable in subsequent years.

